



City of Ketchum

August 1, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Lease Agreement with Ketchum-Sun Valley Firefighter's Association

Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

"I move to approve the Lease Agreement with Ketchum Sun Valley Firefighter's Association and authorize the Mayor to sign said lease agreement."

The reasons for the recommendation are as follows:

- The Ketchum Sun Valley Firefighter's Association is willing to provide rescue equipment to the city at a nominal cost.

Introduction and History

Ketchum Fire Department provides EMS throughout Blaine County. Part of that service includes extrication of injured persons from the backcountry. To reduce the time it takes to get medical personnel to injured persons, the department uses bicycles, side-by-sides and e-bikes. Rokons are slow speed 2 wheel drive motorcycles that can dramatically increase the range for the crews.

The Ketchum-Sun Valley Firefighter's Association has purchased 2 Rokons and a trailer. The lease agreement allows the fire department to use these Rokons in training and rescues. The Association will retain ownership.

Analysis

The cost for the lease is \$1.00 per year. This is a deal.

Sustainability Impact

The department will continue to use e-bikes in most situations. The Rokons will be used when the range of e-bikes is insufficient.

Financial Impact

One dollar.

Attachments

Lease Agreement
Purchase Order #22118

EQUIPMENT LEASE

THIS EQUIPMENT LEASE (the "Lease") is made and entered into 1st day of June, 2022, by and between THE KETCHUM/SUN VALLEY VOLUNTEER ASSOCIATION, hereinafter referred to as "Lessor" and THE CITY OF KETCHUM, IDAHO, hereinafter referred to as "Lessee."

Recitals

That the Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned on the part and behalf of the said Lessee to be paid, kept and performed, does by these presents grant, demise and lease unto the Lessee, and the Lessee does by these presents hire, rent and take from the Lessor, the following described equipment (hereinafter the "equipment"), to-wit:

2022 Rokon TrailBreakers (2)
VIN # 1YJAT7012MR800311 and 1YJAT7014MR800312

1. **TERM:** This Lease begins on June 1, 2022 and terminates on May 31, 2032.

2. **RENEWAL:** The term of the lease shall automatically continue and be renewed for additional one-year periods (June 1 to May 31) following the expiration of the initial term unless either party shall have notified the other party in writing, no less than thirty (30) days prior to the expiration of the then current lease term, that it does not elect to extend the lease term beyond the expiration date of the current lease term. All terms and conditions of the lease during any renewal period shall be the same as during the initial term of this lease.

3. **LEASE AMOUNT:** The lease amount for the equipment is the sum of \$1.00 per year.

4. **USE OF PROPERTY:** The equipment is to be used by Lessee and its employees, agents, and assigns for the Lessee's community purposes. Lessee will ensure that all persons using the equipment are licensed drivers and covered by Lessee's insurance on the equipment. Lessee will ensure that the equipment shall be used in a careful and proper manner.

5. **MAINTENANCE & REPAIR:** Lessee agrees to maintain and repair the equipment during the term of this Lease, at Lessee's own cost and expense, and keep the equipment in as good condition as the same are in at the execution of this Lease, reasonable wear, tear and damage by the elements excepted, and at the termination of this Lease in any manner, Lessee shall surrender the equipment to Lessor in such condition.

6. **COMPLIANCE WITH LAW:** Lessee agrees to comply with all municipal, state and federal laws, rules, regulations and ordinances and to do all things necessary to stay in compliance with the same.

7. **TAXES AND FEES:** Lessee shall pay, promptly as they become due, any and all licensing and emissions testing fees required during the term of this Lease.

8. **INSURANCE:** Lessee shall add the equipment as covered vehicles to Lessee's insurance policy and shall insure the equipment through its insurance policy, including comprehensive and liability coverage.

9. **LIABILITY:** Lessor shall not be liable for any injury or damage which may be caused by the equipment to any person or property, or for any damage which may be sustained by any person or property by virtue of this Lease.

10. **ASSIGNMENT OR SUBLEASING:** Lessee shall not assign this Lease nor sublet any piece of equipment to any other lessee.

11. **SURRENDER OF POSSESSION:** Lessee agrees to surrender possession of the equipment to Lessor at the expiration of this Agreement in the same condition as when this Lease was executed, wear and tear, reasonable use and damage by the elements excepted.

12. **DEFAULT AND FORFEITURE:** Time and the strict and faithful performance of each and every one of the conditions of this Agreement is expressly made the essence of this Agreement. Should Lessee be in default under any provision or condition of this Lease, Lessor shall notify Lessee in writing, sent by certified or registered mail to Lessee, of the default. Lessee shall have ten (10) days in which to cure the default; in the event Lessee fails to cure a default within the time specified, Lessor may, without further notice to Lessee, terminate this Lease pursuant to paragraph 14 and retake possession of the equipment.

13. **ATTORNEY'S FEES:** In the event an action is brought to enforce any of the terms or provisions of this Lease, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

14. **TERMINATION:** Notwithstanding the provisions of paragraph 2, this Lease may be terminated at any time by either party giving thirty (30) days written notice to the other party of an intention to terminate this Lease.

15. **NOTICES:** All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at the following address:

Lessor: The Ketchum/SunValley Volunteer Association
PO Box 1262
Ketchum, ID 83340

Lessee: The City of Ketchum, Idaho
Attn: Mayor
PO Box 2315
Ketchum, ID 83340

or to such other address as may be designated by writing delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing, except as otherwise expressly provided herein.

16. REPRESENTATIONS: There are no verbal promises, implied promises, agreements, stipulations, representations or warranties of any character excepting those set forth in this Agreement.

17. CHANGES AND MODIFICATIONS: No change or modification of this Agreement shall be valid unless the same are in writing and signed by the party to be charged.

18. WAIVER: No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party to whom compliance is owed.

19. SEVERABILITY: If any portion or portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intentions of the parties hereto.

20. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, executors, administrators, successors and assigns.

21. SITUS: This Agreement shall be subject to and governed by the laws of the State of Idaho.

22. NOT RECORDED: This Lease shall not be recorded.

IN WITNESS WHEREOF, the parties execute this Lease effective the day and year first above written.

LESSOR:

THE KETCHUM/SUN VALLEY
VOLUNTEER ASSOCIATION

By: _____
President

LESSEE:

THE CITY OF KETCHUM, IDAHO

By: _____
Mayor

ATTEST:

City Clerk



CITY OF KETCHUM
PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22118

To: 5151 KETCHUM SUN VALLEY VOLUNTEER ASSOCI BOX 1262 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
07/27/2022	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	2022 ROKON TRAILBREAKERS x 2 EQU 01-4230-7700	10.00	10.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		10.00

 Authorized Signature