



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I approve Lease Agreement #27022 with the Environmental Resource Center and authorize the Mayor to sign agreement."

Reasons for Recommendation:

- Staff proposes a 3-year lease agreement with the Environmental Resource Center (ERC) at a monthly rent of \$200 plus a monthly utility reimbursement of \$175.
- The lease supports the City's partnership with the ERC by providing a permanent location for environmental education, youth programming, visitor engagement, and other community services that align with the City's goals.
- Bicycle valet and recycling services at City-sponsored events are not included as consideration for the reduced rental rate and will be compensated on a per-event basis.
- The Council approved Memorandum of Understanding clearly identifies the responsibilities of the City and the ERC for operation and maintenance of the facility and surrounding park.
- The lease activates an underutilized public facility with consistent programming, public access, and activities that benefit residents and visitors.
- The proposed lease amount is based on the estimated market rental value of the building and the value of the operational services provided by the ERC. The value of the operational services exceeds the value of the rental subsidy as referenced in the attached Market/Reduced Rate Comparison. In addition to supporting the City's goals and activation of Forest Service Park, these services reduce the need for City staff time and contracted services, resulting in an overall net benefit to the City.

Sustainability Impact:

None OR state impact here: The proposed lease supports the City's sustainability objectives by expanding environmental education, fostering community stewardship, encouraging sustainable practices, and activating Forest Service Park through year-round programming and operational partnerships that benefit residents and visitors.

Financial Impact:

None OR Adequate funds exist in account:	Reduction of City-costs associated with maintenance of Forest Service Park.
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Attachments:

<ol style="list-style-type: none">1. Market/Reduce Rate Comparison2. Agreement #27022	
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Market/Reduced Rate Comparison

Estimated Market Rent:	\$18,000
Annual Lease Revenue (\$200/mo.):	<u>\$ 2,400</u>
Annual Rent Subsidy:	\$15,600
Estimated Value of Operational Services by ERC:	<u>\$28,500*</u>
Daily oversight of park cleanliness, including dog waste and trash	\$ 5,000
Daily restroom inspection for cleanliness and supplies	\$ 2,500
Snow and ice removal at building entrance	\$ 1,000
Interior building cleanliness, including restroom	\$ 5,000
Environmental & youth education programming	\$15,000
Visitor engagement and public presence	*salaried employee
Net City Benefit:	(\$12,900*)

LEASE AGREEMENT #27022

THIS LEASE AGREEMENT ("Lease") is entered into effect this 1st day of December, 2026 by and between the City of Ketchum, an Idaho political subdivision located in Blaine County, Idaho ("Landlord") and the Environmental Resource Center an Idaho non-profit corporation ("Tenant"). Landlord and Tenant may be referred to collectively as the "Parties."

The City recognizes the public benefit provided by the Environmental Resource Center through environmental education, youth programming, stewardship activities, and visitor engagement. The Parties desire to facilitate these activities at Forest Service Park through a reduced-rate lease arrangement and continued partnership.

This Lease is intended to work in conjunction with the Memorandum of Understanding between the City of Ketchum and the Environmental Resource Center concerning operations and services at Forest Service Park. In the event of a conflict between the Lease and the Memorandum of Understanding, the terms of this Lease shall control with respect to tenancy, occupancy, insurance, and legal obligations.

1. Basic Lease Provisions. For purposes of this Lease, the following terms have the following definitions and meanings:

1.1 **Landlord's Address** (for notices): P.O. Box 2315, Ketchum, ID 83340

1.2 **Tenant's Address** (for notices): P.O. Box 819, Ketchum, ID 83340

1.3 **Premises:** The building is located in the northeast corner of Forest Service Park, 131 East River Street, Ketchum, Idaho.

1.4 **Term:** Three (3) years, with two one (1)-year options, commencing December 1, 2026 ("Commencement Date"), the initial lease year ending September 30, 2027, and subsequent years commencing on October 1.

1.5 **Commencement Date :** December 1, 2026.

1.6 **Expiration Date:** September 30, 2029 (of first term).

1.7 **Rent and Utility Fee:** Tenant shall pay monthly rent in the amount of Two Hundred Dollars (\$200.00) and a monthly utility reimbursement fee in the amount of One Hundred, Seventy-Five Dollars (\$175.00) per month. The utility reimbursement fee is intended to reimburse Landlord for electrical, natural gas, water, and wastewater services

provided to the Premises. The City may review and adjust the fee annually upon thirty (30) days written notice.

1.8 **Security Deposit:** None.

1.9 **Permitted Use:** Operation of environmental education programs, youth programming, visitor information services, recycling education, community engagement activities, administrative offices, and related nonprofit activities consistent with the mission of the Environmental Resource Center.

1.10 **Termination:** Landlord retains the right to terminate Lease, by providing Tenant with six (6) month's written notice. Landlord stipulates that it does not intend to terminate this Lease, other than for Tenant's non-performance or breach.

1.11 **Utilities:** Tenant shall reimburse Landlord through the monthly utility reimbursement fee identified in Section 1.7.

1.12 **Exhibit:** The Exhibit attached to this Lease are incorporated herein by this reference.

1.13 **Defined Terms:** The headings provided in this Section I in bold print are used in this Lease as defined terms.

Section 1 represents a summary of the basic terms and definitions of this Lease. In the event of any inconsistency between the terms contained in this Section 1 and any specific provision of this Lease, the terms of the more specific provision shall prevail.

2. Premises. In consideration of the monthly payment of rent and utility reimbursement and the performance of the covenants and agreements hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, together with and subject to all conditions, restrictions, obligations, rights, privileges, easements and appurtenances thereto for the Building as have been executed by Landlord, and which cover the Premises.

3. Rent and Utility Reimbursement.

3.1 **Rent and Utility Reimbursement.** Beginning on the Commencement Date, Tenant shall pay monthly rent of Two Hundred Dollars (\$200.00) and a monthly utility reimbursement fee of One Hundred Seventy-Five Dollars (\$175.00), for a total monthly payment of Three Hundred Seventy-Five Dollars (\$375.00). Payments shall be due on the first day of each month and shall be delivered to Landlord at the address designated in Section 1.1. Any partial month shall be prorated.

3.2 Term. The Term shall be for the period designated in Section 1.4. Tenant shall be entitled to renew the Lease for two additional one-year terms. In order to exercise such option, Tenant shall provide written notice of Tenant's intention to exercise such option to Landlord at least 180 days prior to the expiration of the Term.

3.3 Consideration. The Parties acknowledge that the rent established under this Lease is below the estimated fair market rental value of the Premises. The reduced rental rate reflects the public benefit provided by Tenant through environmental education, visitor engagement, youth programming, stewardship activities, and operational support services at Forest Service Park as described in the Memorandum of Understanding (Exhibit A).

The Parties further acknowledge that Tenant's operational responsibilities, including daily park oversight, restroom monitoring, snow removal at building entrances, routine building stewardship, reporting maintenance issues, and other services identified in the Memorandum of Understanding, provide measurable value to the City that offsets a portion of the market rental value of the Premises.

Nothing in this Lease shall require Tenant to provide bicycle valet or recycling collection services at City-sponsored events without separate authorization by the City. If requested by the City, such services shall be compensated at Tenant's customary rates and are not included as consideration for the reduced rental rate under this Lease.

4. Uses.

4.1 General Use. The Premises shall be used solely for the Permitted Use described in Section 1.9 and for activities reasonably incidental thereto, unless otherwise approved in writing by Landlord.

Tenant shall operate the Premises in a safe, orderly, and lawful manner and shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. Tenant shall not create or permit any nuisance or activity that unreasonably interferes with the public's use and enjoyment of Forest Service Park or adjoining properties.

4.2 Hazardous Materials. Tenant shall not use, store, or dispose of any hazardous materials on the Premises except in quantities and manners customarily associated with normal office and educational uses and in compliance with all applicable laws. Tenant shall promptly notify Landlord of any release of hazardous materials and shall be responsible for any contamination caused by Tenant.

4.3 Insurance Risks. Tenant shall not use the Premises in any manner that would increase Landlord's insurance premiums or invalidate any insurance maintained by

Landlord. Tenant shall comply with all reasonable fire and life-safety requirements applicable to the Premises.

4.4 Relationship to Memorandum of Understanding. Tenant acknowledges that the Parties have entered into an MOU describing the operational services and public programming to be provided by Tenant at Forest Service Park. Tenant agrees to use reasonable efforts to perform the services described in the MOU throughout the Term of this Lease.

The Parties acknowledge that the MOU may be amended from time to time by mutual written agreement without requiring amendment of this Lease, provided such amendments do not materially alter the tenancy established herein.

4.5 Fee-Based Services. Tenant may provide recycling collection services, recycling education services, bicycle valet services, and similar services during City-sponsored events. Unless otherwise agreed in writing, Tenant may charge its customary rates for such services. The City shall not be obligated to utilize or compensate Tenant for such services unless specifically requested by the City.

5. Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes and assessments payable with respect to all Property of Tenant located on the Premises. "Property of Tenant" shall mean and include all personal property of Tenant including inventory, equipment, floor, ceiling and wall coverings, furniture and trade fixtures kept or used on or installed in the Premises and any improvements to the Premises that are owned by and separately assessed to Tenant.

6. Assignment and Subletting. Tenant shall not, without first obtaining Landlord's written consent: (1) sell, assign, mortgage, or transfer this Lease (or any interest therein); (2) sublease all or any portion of the Premises; or (3) allow the use or occupancy of the Premises by anyone other than Tenant. No assignment or sublease shall relieve Tenant of any liability under this Lease. Landlord's consent to any assignment or sublease shall not operate as a waiver of the necessity for consent to any subsequent assignment or sublease.

7. Care of Premises. Subject to the terms of Section 10, Tenant shall keep the Premises in a neat, clean and sanitary condition, consistent with its use as a public-serving educational facility and shall at all times preserve them in good condition and repair, ordinary wear and tear excepted. If Tenant shall fail to do so, Landlord may at its option place the Premises into said condition and state of repair, and in such case Tenant on demand shall pay or reimburse Landlord for the costs thereof.

8. Surrender of Premises; Removal of Property. Subject to the terms of Section 12, upon expiration or termination of the Lease Term, whether by lapse of time or otherwise (including any holdover period), Tenant at its expense shall: (1) remove Tenant's goods and effects and those of all persons claiming under Tenant; (2) remove any and all improvements and fixtures installed by Tenant (subject to the terms of 9.3); (3) repair and restore the Premises to a condition as good as received by Tenant from Landlord or as thereafter improved by either Tenant or Landlord, reasonable wear and tear excepted; and (4) promptly and peacefully surrender the Premises.

Fixtures shall be defined as anything affixed to real property when it is attached to it by roots, embedded in it, permanently resting upon it, or permanently attached to what is thus permanent, as by means of cement, plaster, nails, bolts, or screws, and may include trade fixtures. Improvement means a permanent addition to or betterment of real property that enhances its capital value and that involves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.

Any property left on the Premises after the expiration or termination of the Lease Term shall be deemed to have been abandoned and to have become the property of Landlord to dispose of as Landlord deems expedient. Tenant shall be liable for all costs associated with the disposal of such property. Tenant hereby waives all claims for damages that may be caused by Landlord's reentering and taking possession of the Premises or removing and storing Tenant's property as herein provided, and Tenant shall indemnify and hold harmless Landlord therefrom. No such reentry shall be considered or construed to be a forcible entry.

9. Condition of Premises; Alterations.

9.1 Conditions of Premises. Tenant accepts the Premises in its existing "as-is" condition and acknowledges that it has inspected the Premises and determined them to be suitable for Tenant's intended use.

9.2 Tenant Improvements. Tenant may make non-structural improvements, including painting, patching, shelving, and similar minor improvements, with prior written approval of Landlord. Structural alterations or modifications affecting building systems shall require prior written approval by Landlord and all applicable permits. Any alterations to the exterior or windows require prior City approval and any required approvals from the Ketchum Historic Preservation Commission and any other agency having jurisdiction.

9.3 Ownership of Improvements. Unless otherwise agreed in writing, all permanent improvements shall become the property of Landlord upon installation.

10. Services and Maintenance.

10.1 Basic Services. Tenant shall be responsible for any special mechanical, electrical or other requirements for approved alterations. Landlord shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of such services unless caused by the willful misconduct of Landlord, and no temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident or strike conditions shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder.

10.2 Maintenance. Tenant shall repair and maintain in good condition and repair, the Premises, and any and all appurtenances thereto, during the term of this Lease.

10.3 Landlord's Obligations. Landlord shall maintain the structural components of the building, including the roof, foundation, exterior walls, major plumbing systems, electrical systems, and mechanical systems serving the Premises. Tenant shall maintain the interior of the Premises in a clean, safe, and sanitary condition and shall perform the routine operational duties identified in the MOU. Tenant shall promptly notify Landlord of any maintenance or repair issues requiring City attention.

11. Entry and Inspection. Landlord, upon reasonable notice to Tenant (and at any time in case of emergency), may enter the Premises for the purpose of inspection, cleaning, repairing, altering or improving the Premises or the Building subject to Tenant's reasonable security requirements.

12. Damage or Destruction.

12.1 Damage and Repair. In case of damage to the Premises or the Building by fire or other casualty, Tenant immediately shall notify Landlord. If the Building is damaged by fire or any other cause to such extent that the Landlord elects not to repair such damage and restore the Building, then Landlord no later than the sixtieth (60th) day following the damage may give Tenant a notice of election to terminate this Lease. In the event of such election this Lease shall be deemed to terminate on the third (3rd) day after the giving of such notice, and Tenant shall surrender possession of the Premises within a reasonable time thereafter, and the Rent shall be apportioned as of the date of Tenant's surrender and any Rent paid for any period beyond such date shall be repaid to Tenant.

If the Landlord elects to repair such damage and restore the Building and does so with reasonable promptness, Tenant shall have no right to terminate this Lease. To the extent that the Premises are rendered untenantable, Rent shall proportionally abate during the period of such untenantability, unless such damage resulted from or was contributed to directly or indirectly by the act, fault or neglect of Tenant, Tenant's officers, contractors,

subcontractors, agents, employees, invitees or licensees. Notwithstanding the foregoing, in the event of damage to the Premises or the Building which is not repaired by Landlord within ninety (90) days following said damage, Tenant shall have the option to terminate the Lease, and upon said termination, the Lease shall be of no further force and effect, and the Tenant shall have no further obligations hereunder.

12.2 Business Interruption; Property of Tenant. No damages, compensation or claims shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or the Building. Landlord will not carry insurance of any kind on the Premises or any property of Tenant, including inventory, equipment, floor, ceiling and wall coverings, furniture and trade fixtures, and any improvements to the Premises that are paid for by Tenant and Landlord shall not be obligated to repair any damage thereto or replace the same.

13. Indemnification and Waiver of Liability. Tenant shall indemnify, hold harmless and defend Landlord from and against all liabilities, damages, suits, obligations, fines, losses, claims, actions, judgments, penalties, charges, costs, or expenses, including, without limitation, attorneys' and other professional fees and disbursements, in conjunction with any loss of life, personal injury and/or property damage arising out of or relating to the ownership, occupancy or use of any part of the Premises or the Building occasioned wholly or in part by any act or omission of Tenant or its officers, contractors, subcontractors, licensees, agents, servants, employees, guests, invitees or visitors, or any assignee or sublessee or any other party for whom Landlord or Tenant would otherwise be liable. Landlord shall not be liable for any loss or damage to persons or property sustained by Tenant or other persons, which may be caused by theft, or by any act or neglect of any tenant or occupant of the Building or any other third parties, or Landlord, except for Landlord's willful misconduct or gross negligence.

14. Insurance.

14.1 Tenant Insurance. Tenant shall maintain Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the City of Ketchum as an additional insured. Tenant shall also maintain workers' compensation insurance as required by Idaho law for any employees.

14.2 Proof of Insurance. Prior to occupancy, Tenant shall provide certificates of insurance to Landlord and shall provide updated certificates upon renewal of coverage.

14.3 Landlord Insurance. Landlord shall maintain insurance on the building and other insurance customarily maintained by the City for its municipal facilities. Tenant

acknowledges that Landlord's insurance does not insure Tenant's personal property or equipment.

15. Signs. Tenant shall not place on the exterior of the Premises or the Building or on any part of the interior of the Premises visible from the exterior thereof, any sign or advertising matter without the prior written consent of Landlord and shall comply with all signage standards and restrictions set by the City of Ketchum.

16. Condemnation.

16.1 Entire Taking. If all or substantially all of the Premises are acquired by eminent domain or conveyance in lieu thereof, this Lease shall terminate on the date title vests in the condemning authority. Rent and utility reimbursement shall be prorated to the date of termination.

16.2 Partial Taking. If only a portion of the Premises is acquired and the remaining Premises can reasonably continue to be used for the Permitted Use, this Lease shall remain in effect and the Parties shall equitably adjust the rent, utility reimbursement, or both, as appropriate. If the remaining Premises cannot reasonably be used for the Permitted Use, either Party may terminate this Lease upon thirty (30) days' written notice.

16.3 Awards and Damages. Landlord shall be entitled to any award for the value of the Premises. Tenant may pursue a separate claim against the condemning authority for relocation expenses, business interruption, or loss of Tenant-owned personal property, to the extent permitted by law.

17. Default; Remedies.

17.1 Events of Default. Each of the following shall be deemed a default by Tenant and a material breach of this Lease:

17.1.1 Failure by Tenant to pay when due any Rent hereunder if such failure shall continue for a period of ten (10) days after the delivery to Tenant of written notice of such failure; or

17.1.2 Failure by Tenant to perform or observe any of the other terms, covenants, conditions, agreements or provisions of this Lease if such failure shall continue for a period of thirty (30) days after Landlord has delivered to Tenant written notice listing the reasons for Tenant's default; provided that in the event the alleged default cannot reasonably be cured within such period, to commence action and proceed diligently to cure such alleged default; or

17.1.3 Any misrepresentation or material omission of information made by Tenant orally to Landlord or in any documents or other materials provided by Tenant to Landlord in connection with this Lease; or

17.2 Landlord Remedies for Tenant Default. If any default occurs hereunder, Landlord may, at any time thereafter and without waiving any other rights hereunder, do one or more of the following:

17.2.1 Terminate this Lease, by written notice on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability;

17.2.2 Without further demand or notice, reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, damage or otherwise and without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions;

17.2.3 Without further demand or notice, cure any Event of Default, and charge Tenant as additional rent the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced at the rate of prime plus two percent (2%) per annum or the highest interest rate allowed by applicable law, whichever is less, provided that Landlord will have no obligation to cure any such Event of Default of Tenant;

17.3 Continuing Liability After Termination. If this Lease is terminated on account of the occurrence of an Event of Default, Tenant shall not remain liable to Landlord for damages as a result of said default.

17.4 Cumulative Remedies. Any suit or suits for the recovery of the amounts and damages set forth above may be brought by Landlord or Tenant, from time to time, at said parties election, and nothing in this Lease will be deemed to require either party to await the date upon which this Lease or the Term would have expired had there occurred no Event of Default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or after the Commencement Date existing at

law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord or Tenant of any or all other rights or remedies provided for in this Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord or Tenant in collecting any amounts and damages owing by the defaulting party pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord or Tenant, will also be recoverable by the non-defaulting party.

17.5 Landlord's Default. If Landlord defaults in the performance of any of its obligations under this Lease, Tenant will notify Landlord of the default and Landlord will have 30 days after receiving such notice to cure the default. If Landlord is not reasonably able to cure the default within said 30-day period, Landlord shall not be in default if it commences to cure the default within the thirty (30) day period and diligently pursues completion of same. If Landlord fails to timely cure any default, Tenant, in its sole and absolute discretion, may either: (i) terminate the Lease upon notice to Landlord; or (ii) cure the default, and deduct any amounts necessary for said cure from its future financial obligations to Landlord under the Lease.

17.6 Late Payments.

17.6.1 Interest. All Rent not paid within thirty (30) days of the due date hereunder shall bear interest from the date due at the rate of fifteen percent (15%) per annum or the maximum permitted by law, whichever is less.

17.6.2 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by the Lease, the exact amount of which are now and will be extremely difficult to ascertain other than such charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any other sums due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to Twenty-Five Dollars (\$25.00). The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

18. Landlord's Default. In the event of any default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within such period, to commence action and proceed diligently to cure such alleged default.

19. Holdover. If Tenant remains in possession after expiration of the Lease with Landlord's written consent, the tenancy shall continue on a month-to-month basis under the terms of this Lease until terminated by either Party.

20. Notices. All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight courier, i.e. federal express, or sent by facsimile and confirmed by telephone to Landlord and to Tenant at the addresses set forth in Section 1 (except that, after the Lease commences, any such notice may be so mailed or delivered by hand to Tenant at the Premises), or to such other addresses as may from time to time be designated by any such party in writing. Notices mailed as aforesaid shall be deemed given at the earlier of three (3) days after the date of such mailing or upon the date of receipt.

21. Costs and Attorneys' Fees. In any action arising out of this Lease, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs. The prevailing party will be the party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

22. Nonwaiver. Waiver by Landlord or Tenant of any term, covenant or condition herein contained or any breach thereof shall not be deemed to be a waiver of any other term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

23. Quiet Possession. Landlord warrants that so long as Tenant is not in default under this Lease beyond any applicable cure period and so long as this Lease has not been terminated, subject to the terms and conditions of this Lease, Tenant's quiet possession of the Premises during the Term shall not be disturbed by Landlord or others claiming through Landlord.

24. General

24.1 Miscellaneous. Titles or captions to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and permitted assigns. This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises and Tenant's use of the Building and the Property and other matters set forth in this Lease. No prior agreements or understandings pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant. Any provision of this Lease that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall remain in full force and effect. Time periods for Landlord's performance under any provisions of this Lease shall be extended for periods of time during which Landlord's performance is prevented due to circumstances beyond Landlord's control, including without limitation, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife. This Lease shall be governed by and construed in accordance with the laws of the State of Idaho. Time is of the essence of this Lease. This Lease may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

24.2 Authority. If Tenant is a corporation, the individual executing this Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the Tenant in accordance with a duly adopted resolution of the board of directors of Tenant and in accordance with Tenant's bylaws, and that this Lease is binding upon Tenant in accordance with its terms. If Tenant is a partnership, the individual executing this Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the Tenant in accordance with Tenant's partnership agreement, and that this Lease is binding upon Tenant in accordance with its terms.

[signatures on next page]

IN WITNESS WHEREOF, the Landlord and the Tenant have signed their name and affixed their seals the day and year first above written.

TENANT:

Ashton Wilson, Executive Director
Environmental Resource Center

LANDLORD:

Pete Prekeges, Mayor
City of Ketchum

ATTEST:

Trent Donat
City Clerk & Business Manager

EXHIBIT A
MOU 26-004



City of Ketchum

**MEMORANDUM OF UNDERSTANDING
CITY OF KETCHUM
ENVIROMENTAL RESOURCE CENTER
MOU # 26-004**

PARTIES

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Ketchum (“City”) and the Environmental Resource Center (“ERC”), collectively referred to as the “Parties.”

1. PURPOSE

The purpose of this MOU is to establish a shared understanding regarding the ERC’s use of a City-owned building located at Forest Service Park; and the operational responsibilities and public services to be provided by ERC in exchange for a reduced-cost lease arrangement.

This MOU is intended to outline the general expectations, roles, and commitments of each party and will inform a separate lease agreement between the Parties.

2. TERM

This MOU shall become effective upon execution by both Parties and remain in effect until superseded by a formal lease agreement or terminated by either Party upon written notice. The ERC wishes to begin operating out of the easternmost building during the week of June 1st, 2026.

3. USE OF PREMISIS

The City agrees to make available to the ERC a building located within Forest Service Park (the “Premises”) for the purpose of:

- Environmental education programming
- Public engagement and interpretive services
- Youth programming and community activities

The ERC intends to:

- Operate programming for youth (preschool through high school) focused on science, skills, and service
- Provide public-facing environmental education and resources
- Offer interpretive materials and visitor engagement opportunities
- Maintain regular public hours, generally between 9:00 a.m. and 4:00 p.m., subject to programmatic needs and holidays.

4. CONSIDERATION

The Parties acknowledge that the City will offer the Premises at a reduced or nominal lease rate; and, in exchange, the ERC will provide ongoing operational, maintenance, and public service functions within Forest Service Park as outlined in this MOU.

5. ERC RESPONSIBILITIES

The ERC agrees to perform the following services and operational duties:

- a. **Park Operations & Maintenance**
 - Provide daily oversight of park cleanliness, including monitoring dog waste and trash conditions
 - Coordinate with the City regarding maintenance needs
- b. **Restroom Monitoring**
 - Inspect outdoor restrooms daily for cleanliness and supplies
 - Notify the City when cleaning or restocking is needed
 - Secure restrooms if issues arise (e.g., plumbing problems)
- c. **Event Support**
 - Provide bicycle valet services during community events such as Ketch'em Alive and the Farmers Market, within a City-designated area
- d. **Snow and Winter Maintenance**
 - Apply de-icing materials to walkways as needed
 - Clear snow from entrances (minimum 6 feet from overhangs)
- e. **Recycling & Public Education**
 - Support recycling efforts, including:
 - Public education about recycling and environmental stewardship
 - Optional collection of limited recyclables (e.g., plastics, aluminum, film plastics)
 - Coordinate placement and servicing logistics with the City
- f. **Building Stewardship**
 - Maintain cleanliness of the building interior, including restrooms
 - Notify the City of any building malfunctions or maintenance issues
 - Use designated spaces for programming, including potential use of spaces by partners pending City approval.
- g. **Utilities**
 - Pay a flat monthly utility fee as determined by the City based on estimated usage
- h. **Improvements**
 - Non-structural improvements (e.g., painting, patching) may be performed with City approval
 - No structural modifications shall be made
- i. **Signage**
 - Install only City-approved signage consistent with applicable standards

6. CITY RESPONSIBILITIES

The City agrees to:

- a. Provide access to the Premises for ERC's use
- b. Coordinate with ERC on maintenance, repairs, and supply needs
- c. Provide designated areas for event-related activities (e.g., bike valet)
- d. Establish a reasonable flat-rate utility structure
- e. Review and approve proposed signage and improvements
- f. Retain responsibility for major building systems, structural components, and capital improvements

7. COLLABORATION & PUBLIC BENEFIT

The Parties agree they will collaborate in good faith to support the following partnership goals:

- a. Enhance the visitor experience at Forest Service Park
- b. Expand environmental education and stewardship opportunities
- c. Activate the park through consistent programming and presence
- d. Provide community benefit through shared use of public space

8. LIMITATIONS

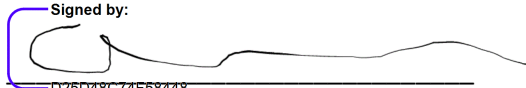
This MOU does not constitute a lease or legally binding contract for tenancy. A separate lease agreement will define specific legal, financial, and liability terms. MOU may be modified only by mutual written agreement.

9. TERMINATION

Either Party may terminate this MOU upon written notice to the other Party. Upon termination, the Parties will work cooperatively to transition operations.

ENVIRONMENTAL RESOURCE CENTER

Signed by:

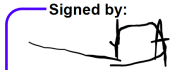


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By: Ashton Wilson

Its: Executive Director

Signed by:



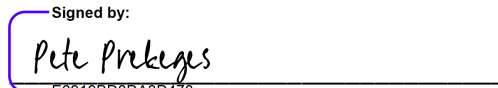
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Attest:

Trent Donat, City Clerk

CITY OF KETCHUM

Signed by:



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By: Pete Prekeges

Its: Mayor

Signed by:

