



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

- Council provided approval on March 25<sup>th</sup> for ERC to receive primary use of the Northeast building on the Forest Service Park.
- ERC Primary Uses
  - Environmental education programming
  - Public engagement and interpretive services
  - Youth programming and community activities
- ERC Obligations
  - Park Operations & Maintenance
  - Restroom Monitoring
  - Event Support
  - Snow and Winter Maintenance
  - Recycling & Public Education
  - Building Stewardship
  - Building utility fees
- Collaboration & Public Benefit
  - Enhance the visitor experience at Forest Service Park
  - Expand environmental education and stewardship opportunities
  - Activate the park through consistent programming and presence
  - Provide community benefit through shared use of public space

**Sustainability Impact:**

**Financial Impact:**

**Attachments:**



## City of Ketchum

**MEMORANDUM OF UNDERSTANDING  
CITY OF KETCHUM  
ENVIRONMENTAL 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This MOU shall become effective upon execution by both Parties and remain in effect until superseded by a formal lease agreement or terminated by either Party upon written notice.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**

**CITY OF KETCHUM**

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By: Ashton Wilson  
 Its: Executive Director

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By: Pete Prekeges  
 Its: Mayor

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Attest:  
 Trent Donat, City Clerk

