



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Memorandum of Understanding 24-003 between the City of Ketchum and 5B Productions for 5850 Fest World Cup events.

Reasons for Recommendation:

- World Cup events, including 5850 Fest, will bring publicity to Ketchum and positively affect business and tourism.
- Most 5850 Fest activities will be open to the public and activities will celebrate community culture.
- The majority of community and local business input is supportive of current 5850 Fest plans.
- This MOU establishes guidelines and partnership criteria that are not included in the city’s Special Event Application.

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	The total maximum estimated in-kind cost of services provided by the city to the event producer equals about \$100,000. Adequate funds are available in the city’s FY 2025 contingency fund to cover expenses.
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Attachments:

1. MOU 24-003 – City of Ketchum and 5B Productions



City of Ketchum

MEMORANDUM OF UNDERSTANDING 24-003

Between the City of Ketchum and 5B Productions for 5850 Fest

Effective on the ____ day of _____ 2024, this Memorandum of Understanding (“MOU”) is between 5B Productions, an Idaho general business, and the City of Ketchum, a political subdivision of the State of Idaho (“City”). This MOU is to be an attachment and addendum to a special event permit for 5B Production’s 2025 5850 Fest. This MOU is for the purpose of memorializing additional terms and conditions for this event. 5B Productions would like to conduct 5850 Fest event activities in several downtown Ketchum areas, including public properties. The City desires to work with 5B Productions as event partners to ensure activities are viable, safe, and accessible to the community. 5850 Fest events in downtown Ketchum would be beneficial to the community because the publicity and activities would positively affect local business and tourism. Most activities will be open to the public and programming will celebrate the community and its culture.

As a result, 5B Productions and the City memorialize the following:

To be provided by the City of Ketchum

- Use of Forest Service Park; Ketchum Town Square; Washington Avenue, between River Street and 1st Street; and East Avenue, between 4th Street and Sun Valley Road, beginning at 7:00 AM on Tuesday, March 18, 2025, and ending on Saturday, March 29, 2025, at 6:00 PM. Use of these spaces will be provided by the City free of application, road closure, reservation, facility, and music licensing fees.
- Use of Main Street, between the intersections of Sun Valley Road and 1st Street, beginning at 12:00 AM on Friday, March 21, 2025, and ending on Monday, March 24, 2025, at 7:00 AM. Use of these spaces will be provided by the City free of application, road closure, reservation, facility, and music licensing fees.
- Use of public right-of-way or parking as event parking or public transport drop-off/pick-up spaces, where necessary to maintain safe, efficient travel routes throughout town. Use will be provided by the City without fee and will be allowed/activated at the City’s Administration, Fire, Streets, Facilities, and Police departments’ discretion.
- Use of public restrooms, trash and recycling receptacles, and water and electrical connections, free of charge.
- Fire permitting, inspections, and support at no charge to ensure event site plans and activities comply with fire code.
- General staff support to provide adequate infrastructure for the event producers and safety and access for the public, covering up to \$80,000 of City employee overtime and/or additional contract service fees incurred by the City, in the following areas:

- fire, emergency medical services, and police support to maintain industry-standard emergency service in Ketchum city limits;
- street closure plans, closure activation/deactivation, and traffic control;
- snow removal and storage;
- trash and recycling removal;
- power and water connection;
- public restroom cleaning and maintenance;
- and communication support.
- Promotion of 5850 Fest activities, including but not limited to:
 - Allowing 5B Productions to reserve and display 5850 Fest street banners and/or Visitor Center window graphics longer than standard durations and at no charge, at the discretion of City staff and pending availability.
 - Including 5850 Fest activity information in City communications, including websites, mass emails, and social media.

To be provided by 5B Productions

- Recognition of the City of Ketchum as an event partner in all event publications and promotions.
- Security services to prevent damage or theft in event areas throughout the 5850 Fest.
- Provide additional portable restrooms, wash stations, and trash and recycling receptacles, as well as service for these amenities, as requested by the City to meet demand throughout the events.
- Adequate parking on private property, or within dedicated event right-of-ways, to store all event production and crew vehicles.
- Additional fire, emergency medical services, police, traffic control, and snow removal support if the City's costs for staff overtime or additional contract services exceed \$80,000 during 5850 Fest events.
- Adopt, follow, and help promote traffic control and parking plans developed by City staff in coordination with surrounding municipalities.

Termination

This permit and MOU may be terminated at the option of either party upon sixty days' notice. The parties will communicate and reasonably cooperate to minimize and mitigate any relocation burdens in the event of such a termination.

Breach of permit conditions

In the event of a breach or violation of permit conditions, including this MOU, the City may notice and provide for remedies and/or termination per the City's special event permit policy.

5B Productions

By: _____

Its: _____

City of Ketchum

By: _____

Its: _____