



CITY OF POCATELLO
Parks & Recreation Department
Agenda Item Executive Summary

Date: 3/19/25
To: Mayor Blad and Council Members
From: Cary Rhodes, Outdoor Recreation Manager
RE: ISU Outdoor Adventure Center – CITY CREEK MANAGEMENT AREA, ROSS PARK CLIMBING AREAS, AND NORDIC CENTER USE AGREEMENT

ISU Outdoor Adventure Center has held a use agreement with the City of Pocatello for use of City Creek, Ross Park Climbing Areas, and the nordic center since 2013. They use the areas for small group programs throughout the year.

We have worked with legal to update the contract. We removed the Pocatello Pump event from the contract and that will be a standalone special use permit going forward. We also adjusted fees to reflect current fees, updated some insurance requirements. Legal indicated that we should gain council approval for this use agreement again since items

ISU Outdoor Adventure Center has been a good steward of their use agreement. They are respectful and take care of the areas and offer quality programming. Parks & Recreation Department staff is very supportive of continuing to allow ISU Outdoor Adventure Center use at our facilities.

Staff recommends that Council approve the Use Agreement with ISU Outdoor Adventure Center for use of portions of the City Creek Management Area, Ross Park Climbing Areas, and the nordic center to conduct programs.

MEMORANDUM

TO: City Council and Mayor
FROM: Brian Trammell, Deputy City Attorney
DATE: March 25, 2025
RE: Use Agreement

I have reviewed the use agreement with Idaho State University acting as the Outdoor Adventure Center. I have no legal concerns with the Council approving the use agreement and authorizing the Mayor to sign the use agreement.

Please let me know if you have any questions or concerns.

USE AGREEMENT
IDAHO STATE UNIVERSITY OUTDOOR ADVENTURES PROGRAM

THIS AGREEMENT, hereinafter referred to as “Agreement”, is entered into on the _____ day of _____, 2025 by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as “City”, and Idaho State University acting as the Outdoor Adventure Center of Idaho State University Student Unions & Involvement, hereinafter referred to as “OAC”.

WHEREAS, the City owns land and improvements throughout the City, specifically the rock-climbing areas in Ross Park, City Creek Management Area, and the Mink Creek Nordic Center; and

WHEREAS, OAC conducts a variety of programs for ISU students and the public, and would like to use these areas and facilities for its programs; and

WHEREAS, it is the parties desire to enter into an agreement which set forth their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follow:

1. TERM. The term of this Agreement is from April 3, 2025 through March 31, 2026.
2. RENTAL. The rental fees for this Agreement will be as follows:
 - A. \$300.00 annually for use of the areas and facilities outlined in Section 3 of this Agreement.
 - B. Any other programs/events not specifically identified may include additional fees or charges.

3. PREMISES. The premises which are the subject of this Agreement is the City Creek Management Area, as outlined in Exhibit “A”; Shadyside Ross Park climbing area, located on South 5th Avenue; and the East Mink Creek Nordic Center, as outlined in Exhibit “B”.
4. USE OF PREMISES. OAC shall furnish to the City’s Parks and Recreation Department a schedule of all programs, including dates and times, as soon as the information becomes available. OAC must receive approval from the City Parks and Recreation Department Director, or their designee, prior to conducting any programs. OAC agrees it will use the areas and facilities solely for the purposes of conducting events and programs organized and conducted by OAC including, but not limited to, educational classes, open mountain biking, and rock-climbing. If necessary, entrance capability for the premises shall be obtained from the City’s Parks and Recreation Department Director, or their designee.
5. CARE OF THE PREMISES. The City shall maintain and care for the premises outlined in Section 3. OAC agrees that upon completion of any program or event conducted by OAC, OAC shall arrange to have the premises, including restrooms, grounds and facilities, cleaned and restored to their previous condition prior to use, ordinary wear and tear excepted. All garbage cans shall be dumped into large dumpsters and recyclable materials shall be placed in appropriate containers. Said cleaning and restoration shall be accomplished without unreasonable delay and prior to the next scheduled event at the premises.

OAC agrees to promptly make any needed repairs to the premises, should any damage occur during the use of the premises by OAC. OAC is responsible for securing the premises after use by locking doors, locking gates, turning off lights, ensuring parking areas have been secured, ensuring participants have left the premises, and any other

responsibilities required to secure the premises. OAC agrees to provide a minimum of twenty (20) hours of volunteer trail work for each location listed in Section 3, for a total of sixty (60) hours of volunteer trail work.

6. CONFLICTS. OAC agrees to schedule its trips so as not to conflict with any City Parks and Recreation events or any other event previously scheduled by the City. In addition, OAC agrees to conduct trips throughout the year as scheduled and approved through the City's Parks and Recreation Department Director, or their designee.
7. INSURANCE. The insurance responsibilities for this Agreement shall be as follows:
 - A. OAC shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify City from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. City shall be named as an additional insured or be acknowledged by the OAC's insurance carrier as a covered entity under the terms of said policy. Moreover, OAC is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with OAC without first giving City at least thirty (30) days written notice.
 - B. OAC shall purchase personal property insurance in an amount sufficient to insure any and all of OAC's personal property which might be used in OAC's operation of the business or which might be present on the premises.
 - C. If applicable, OAC shall provide Worker's Compensation insurance in accordance with the applicable provisions of Idaho Code for its employees and furnish the City Clerk with satisfactory proof that such insurance is in effect.

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 8. OAC's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

8. INDEMNIFICATION. OAC shall have the responsibility for the safety of persons or property during its occupancy and use of the premises. Additionally, OAC shall indemnify and hold harmless, and agrees to protect and defend at its own cost and expense, the City, their officers, employees, agents, and successors, subject to the limitations and protections of the Idaho Tort Claims Act, against damages arising from the negligence of OAC and/or its officers, employees, agents and successors.
9. DEFAULT. If OAC shall neglect or fail to do or perform any of its covenants and promises herein contained, the City may terminate this Agreement upon five (5) days written notice and cancel further use by the OAC.
10. ASSIGNMENT. That no right or obligation of this Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by OAC without prior written consent of the City.
11. WAIVER OF DEFAULT. The failure of the City to require strict performance of any covenant, promise, or condition of this Agreement shall not affect the City's right to subsequently enforce the same, nor shall a waiver of default be construed to be a waiver of any succeeding default or waiver of this clause. To be effective, any waiver by the City must be in writing.

12. COST OF LITIGATION. If suit or legal action is instituted by any party hereto to establish or enforce any right under this Agreement, to recover any amounts hereunder, to correct breach of any covenant, term or condition hereof, or to litigate any other matter arising from the execution of this Agreement, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorneys' fees awarded by the trial and appellate courts, in addition to costs and disbursements. This provision shall survive any termination of this Agreement.
13. MERGER CLAUSE. This writing represents the entire agreement between the parties. No prior promises, representations or agreements, written or oral, shall amend, change or add to any express provisions herein.
14. CONSTRUCTION. This Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of this Agreement shall be made in a court of competent jurisdiction against the interest of any party to the Agreement on the basis that the party had primary responsibility for drafting the Agreement.
15. CAPTIONS. The captions herein and for convenience only, and do not limit or amplify the language of the sections following.
16. SEVERABILITY. If any provision or portion of any provision of this Agreement shall be deemed illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions or portions thereof shall remain in full force and effect.
17. JURISDICTION AND VENUE. Any action or proceeding relative to this Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

18. NOTICES: That all notices under this Agreement shall be deemed to be properly served if sent by first class mail, postage prepaid, to the last known address furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

City: Anne Butler, Parks and Recreation Director
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

THE OAC: Lowell Richards
Associate VP for Auxiliary Services and Operations
921 South 8th Avenue
Pocatello, ID 83209

The date of service of such notice is hereby deemed to be the dated postmark of the United States Postal Service.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first-above written.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

KONNI KENDALL, City Clerk

IDAHO STATE UNIVERSITY,
OUTDOOR ADVENTURE CENTER

LOWELL RICHARDS, Associate VP for
Auxiliary Services and Operations

STATE OF IDAHO)
 ss:
County of Bannock)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year in this certificate first above written.

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in _____
Commission Expires _____

STATE OF IDAHO)
 ss:
County of Bannock)

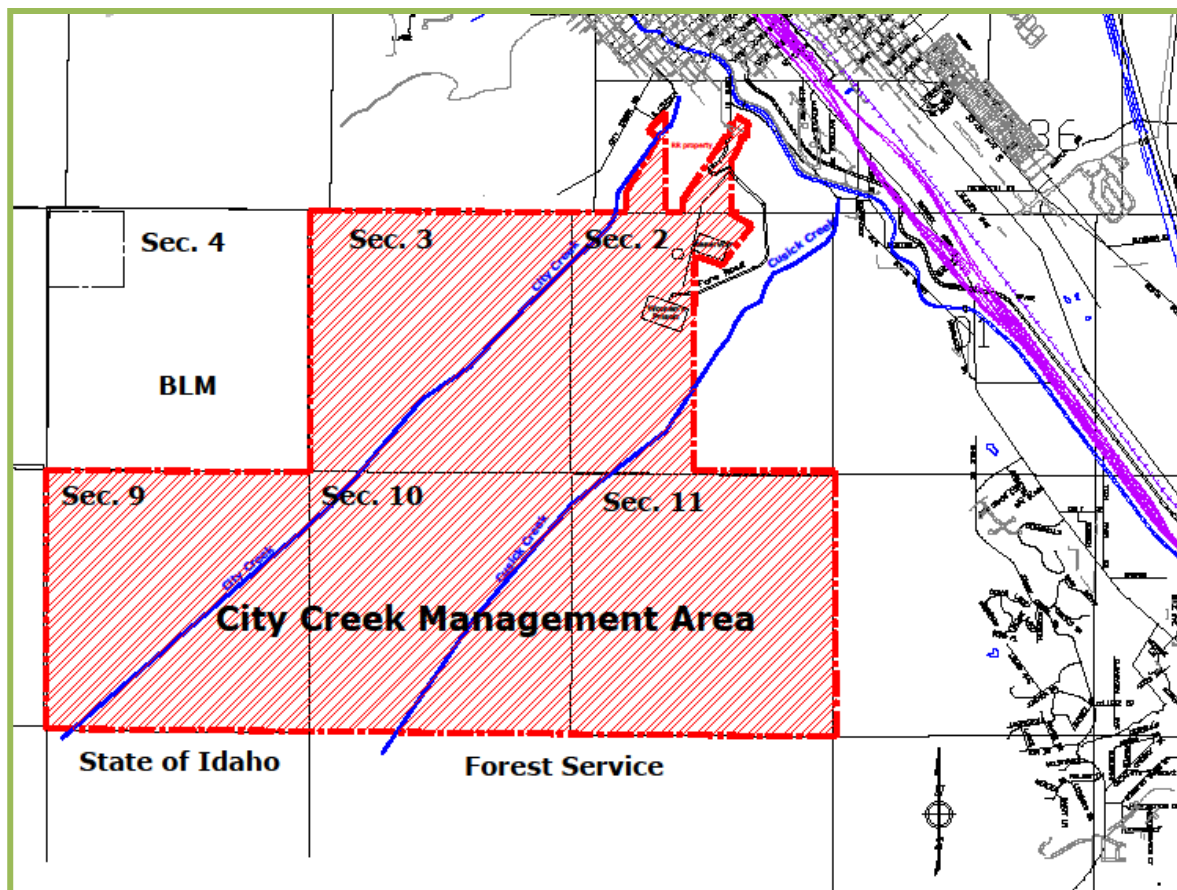
On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Lowell Richards, known or proved to me to be the Associate Vice President for Auxiliary Services and Operations for Idaho State University, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in _____
Commission Expires _____

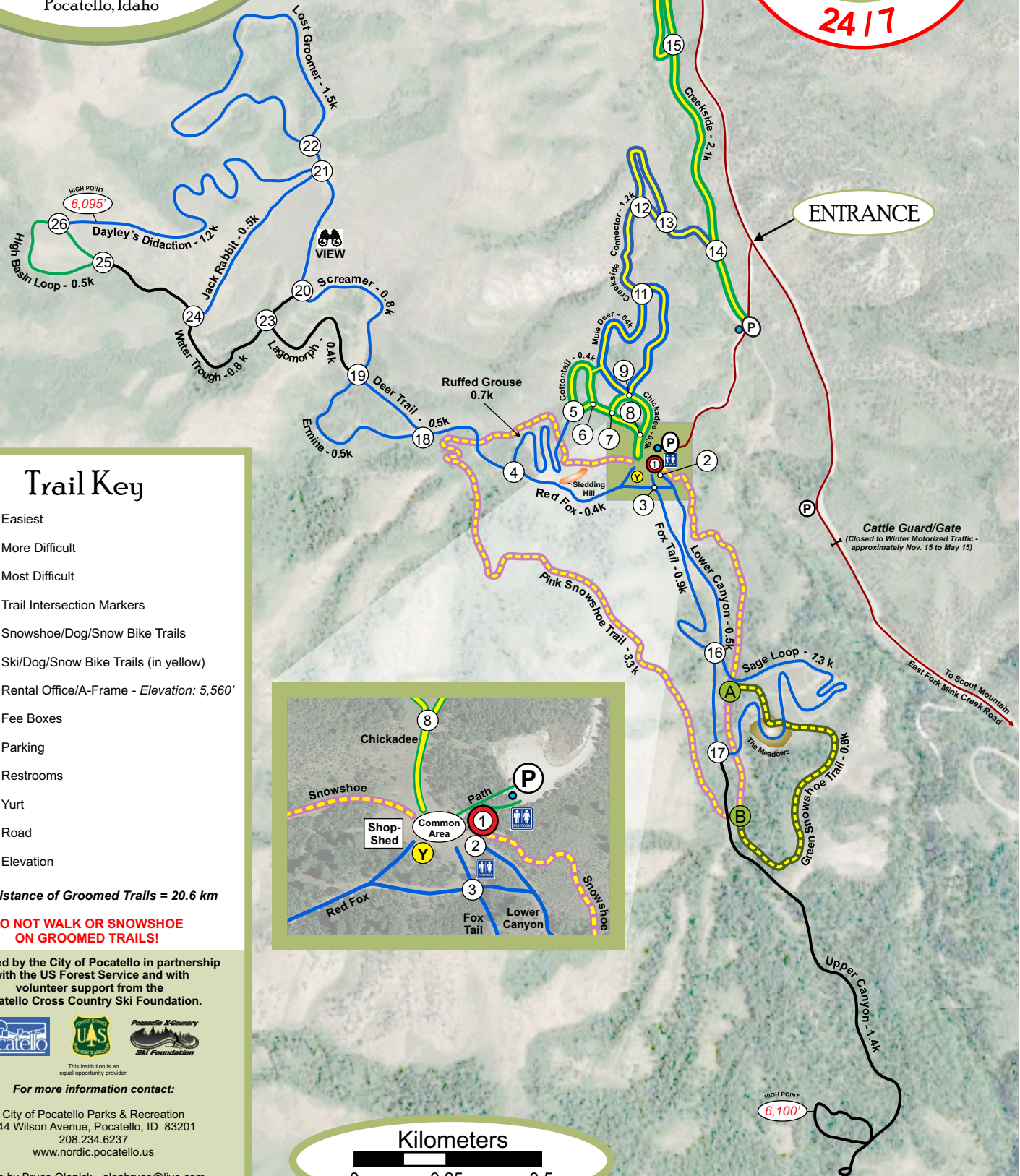
EXHIBIT A
Vicinity Map for the City Creek Management Area





East Mink Creek Nordic Center

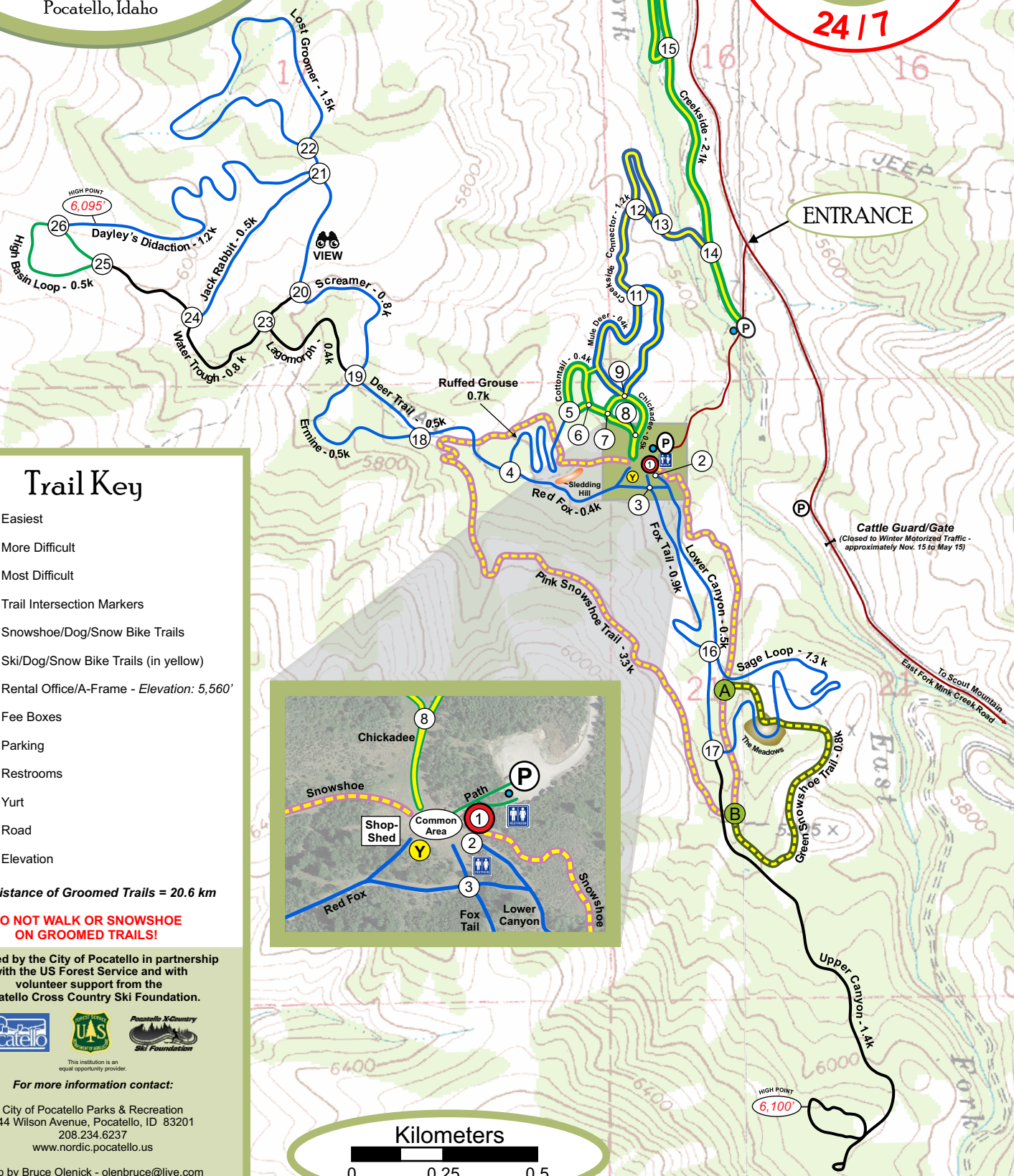
Pocatello, Idaho





East Mink Creek Nordic Center

Pocatello, Idaho



Trail Key

- Easiest
- More Difficult
- Most Difficult
- Trail Intersection Markers
- Snowshoe/Dog/Snow Bike Trails
- Ski/Dog/Snow Bike Trails (in yellow)
- Rental Office/A-Frame - Elevation: 5,560'
- Fee Boxes
- Parking
- Restrooms
- Yurt
- Road
- Elevation

Total Distance of Groomed Trails = 20.6 km

**DO NOT WALK OR SNOWSHOE
ON GROOMED TRAILS!**

Managed by the City of Pocatello in partnership
with the US Forest Service and with
volunteer support from the
Pocatello Cross Country Ski Foundation.



This institution is an
equal opportunity provider.

For more information contact:

City of Pocatello Parks & Recreation
144 Wilson Avenue, Pocatello, ID 83201
208.234.6237
www.nordic.pocatello.us

Map by Bruce Olenick - olenbruce@live.com
Revision: 0.0 (3/7/23)

Kilometers

