

Agenda Item #7

MEMORANDUM

Date: August 21, 2025

To: Mayor Blad and Council Members

From: Anne Butler, Parks & Recreation Director

RE: Ambush FC – Use Agreement

It is my recommendation that the City of Pocatello enter into a use agreement with Asure Williams, Ambush FC, 4943 Rose Street, Pocatello, Idaho for use of the green space located at Constitution Park.

The proposed agreement designates Ambush FC to use Constitution Park for soccer practices for two teams practicing at the same time. Practices will typically occur twice a week and portable goal posts will be brought in if desired. This agreement is proposed to go from August to October 2025.

The City Council may wish to authorize Mayor Blad to execute the necessary documentation to enter into an agreement with Asure Williams, Ambush FC to use the green space at Constitution Park.

MEMORANDUM

TO: City Council and Mayor
FROM: Brian Trammell, Deputy City Attorney
DATE: August 11, 2025
RE: Use Agreement

I have reviewed the use agreement with Ambush FC. The use agreement will allow Ambush FC to use Constitution Park for soccer practice subject to the terms of the agreement. I have no legal concerns regarding the Council's approval of the use agreement, or the authorization for the Mayor to sign it.

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

USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ , 2025, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the City; and the Ambush FC, hereinafter referred to as the USER.

WHEREAS, the City, in its park system, owns and oversees various fields for sporting events throughout the City; and

WHEREAS, the USER conducts youth soccer programs and wishes to use the City's Constitution Park greenspace area to practice;

WHEREAS, the City wishes to support the USER in providing these worthwhile youth recreation programs; and

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

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

1. Purpose. The City shall allow the USER to use the Constitution Park area for associated practice and clinic activities. No games may be played at this location.

2. Term. The term of this Agreement shall be the period of August 21, 2025 through October 31, 2025. Access to the fields will be allowed as follows:

a. Tuesdays and Thursdays for two (2) teams to practice from 5:30pm – 7:30pm.

3. Compensation to City. The USER agrees to pay the City fifty dollars per day (\$50.00/day) or ten dollars per hour (\$10.00/hr.) per team.

4. Care of the Premises. There will be additional charges if additional garbage service and portable toilets are deemed necessary by the City. These charges will be billed directly to

the USER by the service provider or the City. The USER must maintain the playing fields in acceptable condition and provide its own field marking, field marking equipment, and soccer goals as needed. The USER will be required to remove any portable soccer goals used for practices immediately after any scheduled activity, unless other arrangements are made with the Parks and Recreation Director. In the event the City determines that any scheduled practices could cause significant damage to the turf quality of the Park or be a safety issue to the participants, the City, at its sole discretion, may cancel or delay the scheduled practices.

The USER agrees that upon completion of any scheduled practices, the USER shall arrange to have all facilities, including restrooms, cleaned and restored to their previous condition prior to the USER's use, ordinary wear and tear excepted. The USER shall monitor parking at all scheduled practices, and shall prohibit participants, officials, and spectators from driving and/or parking on turf areas. Parking shall be prohibited outside of the designated parking areas. All garbage cans will be dumped into large dumpsters by the USER, recyclable materials shall be placed in recycle bins where available, and required cleaning and restoration shall be accomplished without unreasonable delay following game and/or practice activities. The USER agrees to promptly make any needed repairs to the facilities should damage to said facilities occur during use by the USER.

5. Compliance with Laws. The USER shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. Further, the USER and all participants in its event agree to abide by the rules and regulations regarding use of the premises, and failure to comply with said rules and regulations may result in suspension or termination of privileges to use the premises.

6. Indemnification. The USER shall have the responsibility for the safety of persons and property during its occupancy and use of the premises. The USER agrees to indemnify and hold harmless, and agrees to protect and defend at its own cost and expense, the City, its officers, employees, agents, and successors, from and against any and all risks, suits, judgments, expenses, claims, settlements, or liabilities which the City and or the USER, their officers, employees, agents, and successors may incur or become liable for as a result of injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with activities of the USER granted herein, or by any of the USER's employees, agents, invitees, or any other person acting on behalf of the USER.

7. Insurance. In order to effectuate the foregoing indemnification provisions, USER shall maintain insurance coverage as follows:

A. USER shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify the 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. The City shall be named as an additional insured or be acknowledged by USER's insurance carrier as a covered entity under the terms of said policy. Moreover, USER is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with USER without first giving the City of Pocatello, at least thirty (30) days written notice.

B. USER shall purchase personal property insurance in an amount sufficient to insure any and all USER's personal property which might be used in USER's operation of the business or which might be present on the Constitution area premises.

C. If applicable, the USER shall provide Worker's Compensation insurance in accordance with the applicable provisions of Idaho Code for his 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 6 "Indemnification and Hold Harmless." USER's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

8. Assignment. No right or obligation of this Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by the USER without written consent of the City.

9. Termination. If, in the judgment of the Parks & Recreation Director, the USER breaches or is in default of any terms of this Agreement, the City shall give the USER written notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the USER fails or refuses to remedy such unsatisfactory performance or default immediately, the City may terminate this Agreement. The parties agree that the Parks and Recreation Director has the full authority to act on such matters on behalf of the City.

10. 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 amount due hereunder, to correct a breach of covenant, term, or condition hereto, or to litigate any other matter arising from the execution of the Agreement, the prevailing party in the trial court and the prevailing party on any

appeal shall recover reasonable attorney's fees awarded by the trial and appellate courts, in addition to costs and disbursements. The parties agree that a reasonable rate for attorney's fees will be \$150.00 per hour. This provision shall survive any termination of this Agreement.

11. Merger Clause. This writing represents the entire Agreement between the parties. No promises, representations or agreements, written or oral, shall amend, change or add to any of the express provisions herein.

12. Destruction of the Premises: In the event the structures and facilities are destroyed, this Agreement shall be deemed terminated.

13. Construction. This Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of the Agreement shall be made in a court of competent jurisdiction against the interest of any party to this Agreement on the basis that the party had primary responsibility for drafting the Agreement.

14. Captions for Convenience Only. The captions herein are for convenience only, and do not limit or amplify the language of the sections following.

15. 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 hereof shall remain in full force and effect.

16. 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.

17. Notice. 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: Parks & Recreation Director
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

USER: Ambush FC
Attn: Asure Williams
4943 Rose Street
Pocatello, ID 83202
Phone: 208-380-6527
Email: ambushfcllc@gmail.com

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 hereto have executed this Agreement by and through their authorized representative the day and year first above written.

CITY OF POCA TELLO, a
municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

KONNI KENDELL, City Clerk

USER:
AMBUSH FC, LLC, a limited liability company
of Idaho

ASURE WILLIAMS, Owner

