



CITY OF POCATELLO
Parks & Recreation Department
Agenda Item Executive
Summary

Date: 8/24/26
To: Mayor Dahlquist and Council Members
From: Cary Rhodes, Outdoor Recreation Manager
RE: PORTNEUF VALLEY ADAPTIVE SPORTS – PARKS AND RECREATION
FACILITIES USE AGREEMENT

Portneuf Valley Adaptive Sports (PVAS) has requested City of Pocatello permission for use of the nordic center, indoor climbing wall, Greenway trails, city parks and City Creek trails to conduct programs for participants with disabilities. They are seeking this permission during the time period of September 3, 2026 to September 2, 2027 and also requests continued use of these areas in subsequent years thereafter.

PVAS would be hosting multiple small programs throughout the year, and will coordinate with the Parks & Recreation Department on an on-going basis regarding specific dates.

PVAS formed in 2025 and is a non-profit organization that provides recreational opportunities for people with disabilities filling a vital need in our community.

Parks & Recreation Department staff is very supportive of PVAS's mission and efforts, and views their programming as a valuable service to community members.

Staff recommends that Council approve the Use Agreement with Portneuf Valley Adaptive Sports for use of the nordic center, indoor climbing wall, Greenway trails, city parks and City Creek trails to conduct programming.

MEMORANDUM

TO: City Council and Mayor
FROM: Brian Trammell, Deputy City Attorney BT
DATE: July 24, 2026
RE: Use Agreement

I have reviewed the use agreement with Portneuf Valley Adaptive Sports, Inc. I have no legal concerns with the Council's approval of the agreement or the authorization of 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 _____, 2026, by and between the CITY OF POCA TELLO, a municipal corporation of Idaho, hereinafter referred to as the City; and PORTNEUF VALLEY ADAPTIVE SPORTS, INC., a non-profit corporation of Idaho, hereinafter referred to as the USER.

WHEREAS, the City owns and/or maintains various outdoor recreational facilities throughout the City; and

WHEREAS, the USER conducts a variety of programs to offer outdoor recreational activity events which allow for more accessibility; 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. Premises. City hereby allows USER to use the Nordic Center, Indoor Climbing Wall, Greenway Trails, City Parks, and City Creek Trails (hereinafter referred to as "Premises") to conduct their own programs. USER shall coordinate with the Outdoor Recreation Manager to schedule USER events on the premises.

2. Term. The term of this Agreement shall be September 3, 2026 through September 2, 2027.

3. Rental. The USER agrees to pay the City fifty dollars (\$50.00) per day for any scheduled events.

4. Care of the Premises. There will be additional charges if additional garbage service and portable toilets are deemed necessary by the City and City ordinances as a result of USER's use of the premises. These charges will be billed directly to the USER by the service provider or

the City. In the event the City determines that any scheduled event(s) could be a safety issue to the participants, the City, at its sole discretion, may cancel or delay the scheduled event(s).

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(s) agree to abide by the rules and regulations as defined by the City's ordinances and the Facilities User Policy 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 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 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 City at least thirty (30) days written notice.

- B. USER shall purchase personal property insurance in an amount sufficient to insure any and all of USER's personal property which might be used in USER's operation of the business or which might be present on the premises.
- C. If applicable, USER 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 6. 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.

A. If legal action is required 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, all parties involved agree to a mediation before any legal action can be commenced.

B. If suit, legal action, or mediation 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, unless differently defined through mediation. 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 located on the premises, as defined in this Agreement, are destroyed or rendered unusable due to outside forces beyond the control of either party, including but not limited to, natural disasters (e.g. earthquakes, floods, hurricanes,), acts of war, terrorism, vandalism, or other unforeseen

circumstances (“Destructive Events”), this Agreement shall automatically terminate without any liability for either party.

A. Notification. Upon the occurrence of a Destructive Event, the party that is aware of the destruction must notify the other party in writing within five (5) business days of the event.

B. Inspection and Assessment. Following such notification, both parties shall have the right to jointly inspect the premises to assess the extent of the damage. Such inspection should occur within ten (10) business days of the notification.

C. Termination Process. Upon confirmation that the premises have been destroyed or rendered unusable, this Agreement shall be deemed terminated as of the date of the Destructive Event. Both parties shall be released from any further obligations under this Agreement, except for obligations arising from events occurring prior to the termination.

D. Liability Waiver. Neither party shall be held liable for any damages or loss of income resulting from the termination of this Agreement due to a Destructive Event.

E. Final Settlement. Within thirty (30) days of termination, both parties shall settle any outstanding obligations or claims arising out of this Agreement up to the date of termination.

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

USER: Portneuf Valley Adaptive Sports
Attn: Dana Olson
P.O. Box 164
Inkom, ID 83245
(208) 317-3918
danaolson1@isu.edu

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 POCATELLO, a
municipal corporation of Idaho

MARK DAHLQUIST, Mayor

ATTEST:

KONNI R. KENDELL, City Clerk

PORTNEUF VALLEY ADAPTIVE
SPORTS, a non-profit corporation of Idaho

DANA OLSON, Director

STATE OF IDAHO)
 ss:
County of Bannock)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public for the State, personally appeared Mark Dahlquist 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 _____, 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared Dana Olson, d/b/a Portneuf Valley Adaptive Sports, Inc., known or proved to me to be 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 _____