



## NOTICE OF PUBLIC MEETING

Monday, August 24, 2020

City Council Chambers

680 Park Avenue

Idaho Falls, ID 83402

3:00 p.m.

*The public is invited to observe City Council Work Sessions. However, to observe appropriate social distancing guidelines, and as recommended by the Centers for Disease Control and Prevention (CDC), the public is encouraged to view this meeting via livestream on the City's website at <https://www.idahofallsidaho.gov/429/Live-Stream>. Citizens are required to wear face masks for the protection of others. The agenda does not include an opportunity for public interaction.*

*This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will accommodate your needs.*

### CITY COUNCIL WORK SESSION

*Times listed in parentheses are only estimates.*

#### Call to Order and Roll Call

#### Mayor:

- Calendars, Announcements and Reports (10)
- Coronavirus (COVID-19) Update as Needed

#### Council:

- Liaison Reports and Council Concerns (10)

#### Presentation:

- Superintendent George Boland, School District 91 Back-to-School Update (15)

#### Municipal Services:

- Boy Scouts of America Grand Teton Council Building Lease Agreement Request (10)

#### Police Department:

- Chief's Update on Community Proposal (5)

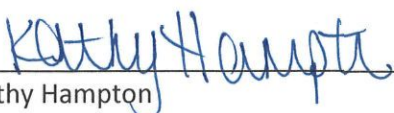
#### Legal, Municipal Services, Police Department, Public Works:

- General Discussion of Law Enforcement Complex Design and Financing (120)

*Possible Action:*

Direction to Staff or other action as necessary

DATED this 21<sup>st</sup> day of August, 2020

  
Kathy Hampton  
City Clerk

## **Idaho Falls Sister City Youth Approved Meeting-Minutes**

This meeting was conducted using the platform Zoom

**July 13, 2020**

### **Attendees**

|                  |                      |                 |                    |
|------------------|----------------------|-----------------|--------------------|
| Maggie Boring    | Nicholas Cebull      | Melinda Cebull  | Charlotte Combs    |
| Laura Combs      | Kylie Eaton          | David Eaton     | Katie Eaton        |
| Abby Gallegos    | Izabel Kelly         | Laura Kelley    | Sam Hawker         |
| McKenzie Mclsaac | Ed Mclsaac           | Charlie Medema  | Lori Kidwell       |
| Max Medema       | Heather Medema       | Mike Medema     | Gabe Padron        |
| Jorge Padron     | Stephanie VanAusdeln | Anna St. Michel | Whitney St. Michel |
| Carter Thompson  |                      |                 |                    |

### **Approval of minutes**

Lori Kidwell motioned to approve the July 1, 2020 meeting minutes. It was seconded by Stephanie VanAusdeln. Voted on and passed.

### **Friendship Garden**

Judy Seydel does not have anything planned at this time.

### **Ideas for Community Projects**

Please be thinking of ideas that our group can do to help out in our community.

### **Fundraisers**

#### **Cherry Blossom Raffle**

The raffle winners were announced. The list of winners is also on the IFSCY facebook. The total amount earned from sales of raffle tickets was \$770.00.

### **Fundraiser**

#### **Garage Sale**

One suggestion was to have the hard sale in the parking lot of Jorge's business. Another suggestion was to put pictures up on Craig's list. Each person is to create a list of all their donations and bring it to the next meeting. A decision will be made at that time.

### **Reminder**

The next meeting is on August 5, 2020 at 7:00. Please put the August 5th meeting on your calendar. A reminder email notice will be sent out before the meeting. August meetings: 5th and

the 17th, September meetings: 2nd and the 14th, October meetings: 7th and the 19th, November Meetings: 4th and 16th, and December meetings: 2nd and 14th.

### **Student Activity**

#### **Student Presentation**

Tonight's lesson was taught by Max Medema. He spoke about Animee and Japanese movies.

#### **Student Presentation Volunteer**

Stephanie VanAusdln volunteered to present the student activity at the August 5, 2020 meeting.

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#### **Meeting Adjourned**

Stephanie VanAusdlen motioned to adjourn the meeting. It was seconded by Jorge Padron.

## **Idaho Falls Sister City Youth Approved Meeting-Minutes**

This meeting was conducted using the platform Zoom

**August 5, 2020**

### **Attendees**

|                      |                |                     |               |
|----------------------|----------------|---------------------|---------------|
| Nicholas Cebull      | Melinda Cebull | Charlotte Combs     | Laura Combs   |
| Kylie Eaton          | David Eaton    | Katie Eaton         | Izabel Kelley |
| Laura Kelley         | Sam Hawker     | Lori Hawker Kidwell | Max Medema    |
| Heather Medema       | Mike Medema    | Nathan Peck         | Kendra Peck   |
| Stephanie VanAusdeln |                |                     |               |

### **Approval of minutes**

Stephanie VanAusdeln motioned to approve the July 13, 2020 meeting minutes. It was seconded by Sam Hawker. Voted on and passed.

### **Treasurer Report**

The current amount in the checking account is \$15,671.28. David Eaton stated that the last of the magazines sold so he will be sending a check to Lori for the amount of the sale.

### **Community Projects**

Heather has scheduled Tuesday, August 11 and Tuesday, August 18 beginning at 7:00 am to 10:00 am for IFSCY to work at the Happyville Farm Community Farm. Each person is asked to bring their mask, hat, sunscreen, and water bottle. An email will go out to the group requesting volunteers for these days. We're hoping to get at least 10 people on each date from our group.

Laura Kelley scheduled Thursday, August 20, from 1:00 to 2:30 to work at the Community Distribution Center which is near the IRC building. An email will go to the group requesting volunteers for these days. We're hoping to get at least ten people there from our group.

### **Fundraiser**

#### **Garage Sale**

The group discussed two options for the yard sale--delay the yard sale until next spring. If the group decides this Judy Seydel will rent a storage unit for our group for all the donated items until we have the yard sale next year. The second option is to look into Big Horn Auction. The group will decide at the August 17th meeting.

**Reminder**

The next meeting is on August 17, 2020 at 7:00. Please put this on your calendar. A reminder email notice will be sent out before the meeting. August meeting: 17th, September meetings: 2nd and the 14th, October meetings: 7th and the 19th, November Meetings: 4th and 16th, and December meetings: 2nd and 14th.

**Student Activity****Student Presentation**

Tonight's lesson was taught by Stephanie VanAusdeln. She spoke on "Interesting things That Can Only Be Found in Japan."

Need powerpoint presentation here

**Student Presentation Volunteer**

Nicholas Cebull volunteered to present the student activity at the August 17, 2020 meeting.

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**Meeting Adjourned**

Stephanie VanAusdlen motioned to adjourn the meeting. It was seconded by Kylie Eaton.

# Municipal Services - Boy Scouts of America Building Lease Request



# CITY OF IDAHO FALLS

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249  
FAX: (208) 612-8148

April 17, 2008

## MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: S. Craig Lords, Municipal Services Director  
SUBJECT: **BOY SCOUTS OF AMERICA LEASE AGREEMENT**

Attached for your consideration is a proposed lease agreement between the City of Idaho Falls and the Boy Scouts of America, for City owned property located at 574 4<sup>th</sup> Street.

Said agreement has been reviewed and approved by Dale Storer, City Attorney.

It is respectfully requested that Council approve said lease agreement and authorize the Mayor to execute the document.

Respectfully,

A handwritten signature in cursive script, appearing to read "S. Craig Lords".

S. CRAIG LORDS  
MUNICIPAL SERVICES DIRECTOR

SCL/hv

Attachment

Cc: Mayor  
Council  
Evans

city Council Meeting  
April 24, 2008  
Approved 5:0

# LEASE AGREEMENT

AGREEMENT, made this 25<sup>th</sup> day of April, 2008, by and between the CITY OF IDAHO FALLS, a municipal corporation, whose address is P. O. Box 50220, Idaho Falls, Idaho 83402, hereinafter referred to as "CITY," and Grand Teton Council, whose address is 574 4<sup>th</sup> Street, Idaho Falls, Idaho 83404, hereinafter referred to as "the Council";

## WITNESSETH:

### 1. Lease of Property.

For and in consideration of the covenants, conditions and agreements hereinafter set forth, the City does hereby lease, demise and rent unto the Council the following described premises (hereafter referred to as the "Property" or "Premises") situated in the County of Bonneville, State of Idaho, as more particularly described in Exhibit "A" attached hereto.

### 2. Use Of Premises.

The Council shall have sole and exclusive use of the Premises for the term of this Lease. The Council shall use the Premises solely for the purpose of providing services, programs, training and other youth activities associated with youth programs sponsored or sanctioned by the Boy Scouts of America, including but not limited to the sale of goods and merchandise marked with the Boy Scouts of America logo or published by or with the approval of the Boy Scouts of America and for the sale of merchandise complimentary to the programs and activities sponsored by the Boy Scouts of America. Such youth programs shall be undertaken and conducted for the purpose of fostering the virtues, ideals and character traits exemplified by the Scout Law, Oath and Moto. Except as set forth above, the Council shall conduct no commercial enterprise, business or activity upon the Premises without the express written consent of the City.

The management and operation of the building, improvements and other programs and activities conducted on the Premises shall be on a non-profit basis for the benefit of the public and without cost or expense to the City. Notwithstanding the foregoing, the Council may charge reasonable fees for services provided to the public, as necessary to allow the Council to operate on a self-sufficient basis and in an amount sufficient to allow the Council to be self-sustaining, without public support. Nothing herein shall preclude or prevent the Council from charging or collecting reasonable fees for such services, provided that all revenue derived from such fees shall be used solely for the purpose of operating the Grand Teton Council. In no event shall such revenues inure to or



be used for the personal benefit of any officer or employee of the Council, except for the payment of reasonable compensation for services rendered or for reimbursement of reasonable costs incurred in furtherance of the purposes of the Council.

**3. Consideration for Lease.**

In consideration for the City's lease of the demised Premises for the uses described herein, the Council shall provide, operate and conduct youth programs, activities, training, equipment and facilities as described above to and for the benefit of all youth located within the City of Idaho Falls and within the Grand Teton Council, as the same now exists or as may be altered, enlarged or reduced hereafter.

No other rental or consideration shall be paid by the Council throughout the term hereof

**4. Term.**

The term of this Lease shall be twenty five (25) years commencing on the date of this Agreement.

**5. Assignment or Subleasing.**

The Council shall not assign, mortgage, or encumber this Lease, nor sublet or permit the Premises or any part thereof to be used by others for any purpose not otherwise expressly authorized herein, without the prior written consent of the City.

**6. Compliance with Laws.**

The Premises hereby leased shall not be used for any unlawful purpose and the Council shall comply with all federal, state, county and city ordinances, laws and regulations, present or future, affecting the use of or the type of business to be carried on in the demised Premises.

**7. Compliance with Environmental Laws.**

The Council agrees not to store, dispose, use or allow the use of any "hazardous substance" upon the Premises, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," 42 U.S.C. § 9601, et seq.), the Clean Water Act ("CWA," 33 U.S.C. § 1251, et seq.), the Clean Air Act ("CAA," 42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act ("TSCA," 15

U.S.C. § 2601, et seq., the Resource Conservation and Recovery Act of 1976 ("RCRA," 42 U.S.C. § 6901, et seq.), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA," Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWMA," Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance (such laws and regulations are hereafter referred to as "Environmental Laws").

The City, and its agents, attorneys, employees, consultants and contractors, reserve the right to enter upon and inspect the Premises at any time for the purpose of determining the Council's compliance with the provisions of this paragraph, including without limitation the right to perform such inspections, examinations, subsurface testing, soils and ground water testing and other tests necessary to protect the City's interest in the Premises and to ensure the Council's compliance with the terms and provisions of this paragraph.

The Council agrees to indemnify and save the City harmless from any and all damages, remedial orders, judgments, decrees, costs and expenses, including but not limited to attorneys' fees, consultants' fees, clean-up costs, removal and response costs arising from the Council's failure to strictly comply with the terms and provisions of this paragraph. The terms and provisions of this paragraph shall survive the termination of this Lease Agreement and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of the Environmental Laws or the terms and conditions of this Lease, whichever is longer. Nothing herein shall be deemed to impose upon the Council any obligation or duty to indemnify the City on account of any violation of the environmental laws by the City or by any leaseholder who was in possession of the Premises prior to the commencement of the term of this Lease.

#### **8. Utilities.**

The Council agrees to furnish and promptly pay for all gas, electricity, water, sewer, sanitation service, telephone, security lighting and all the utilities of every type and nature whatsoever used in or about the Premises.

#### **9. Record Keeping.**

The Council agrees to keep and maintain adequate and complete financial records of all operations conducted upon the Premises in accordance with generally accepted accounting principles. Such records shall be made available to the City to inspect and copy during normal business hours, upon request of the City.

**10. Maintenance and Snow Removal.**

The Council shall maintain in a good, mechanically sound and attractive condition throughout the term of this Lease Agreement, the roof, exterior walls and structural parts of the building and improvements located upon the Premises, all exterior and interior water lines, sewers and plumbing fixtures, sidewalks, security lighting, parking lots and shrubs, lawn and landscaping on the Premises. The Council shall also perform all snow removal from the parking lot and all sidewalks adjacent to the Premises in a reasonable, prudent and timely fashion. All other maintenance and repair to the Premises, including the common use area, shall be made by the Council at the Council's own proper cost and expense, including, but not limited to, removal of debris from the parking lot and adjacent sidewalks, repairs to electric fixtures, all painting and decorating, glass replacement, plumbing fixtures and all other repairs of every kind, nature and description. The Council shall be responsible for removal of snow and ice on all parking lots, sidewalks and walkways adjacent to the Premises.

**11. City's Right of Entry.**

The City shall have the right to enter the Premises at any reasonable time upon notice to the Council in order to examine the same and determine the state of repair or alteration which shall or may be necessary for the safety or preservation of the Premises.

**12. Alterations.**

No alteration, addition, or improvement to the Premises or improvements thereon shall be made by the Council without the written consent of the City which shall not be unreasonably withheld by the City; however, the granting of such consent shall in no way obligate or be construed as any undertaking by to pay for the costs of such alteration, addition or improvement. Any alteration, addition or improvement made by the Council after such consent shall have been given, and any fixtures installed as part thereof, shall at the City's option become the property of the City upon the termination of this Lease and be surrendered with the Premises; provided, however, that the City shall have the right to require the Council to remove such fixtures at the Council's cost upon the termination of this Lease. Upon the removal of any such fixtures, the Council shall be required to promptly repair any damage or injury done to the Premises by such removal and restore the Premises to as good condition as the same are in at the time the Council shall take possession, reasonable wear and tear excepted. The Council shall indemnify the City against any mechanic's or materialman's lien or other lien arising out of the making of any alteration, repair, addition, or improvement by the Council, and shall hold the City harmless of any such liens or claims, including reasonable attorneys fees and costs that may be incurred in removing any such liens, provided however nothing herein shall be deemed or considered as consent by the City to the filing of such liens against the Premises.

**13. Waste.**

The Council shall not commit any waste or damage to the Premises hereby leased, nor permit any waste or damage to be done thereto.

**14. Protection of Property.**

The Council agrees to maintain the Premises and improvements in a good condition throughout the term hereof, reasonable wear and tear excepted. Upon the termination or expiration of this Lease, the Council shall remove all signs owned by the Council and shall promptly repair any damage or injury done to the Premises by such removal.

**15. Property Damage Insurance.**

The Council shall maintain and pay for fire and extended coverage insurance upon the Premises for the full insurable value thereof; and the City shall have no duty or obligation to provide fire or extended coverage insurance for any personal property or contents stored within the Premises and belonging to the Council or other persons. Within thirty (30) days after the execution of the Lease Agreement, the Council shall provide a copy of such insurance policy to the City for the City's review and approval. Such policy shall be deemed as approved unless the City shall object in writing within ten (10) days after such policy has been delivered to the Council.

In the event of any covered loss or damage to the Premises or improvements upon the Premises, the Council shall promptly restore the Premises to the same or better condition as such improvements existed prior to such loss, to the extent insurance proceeds are available to fund such restoration work

**16. Public Liability Insurance.**

The Council agrees to obtain at the Council's own proper cost and expense, a policy of public liability insurance protecting and indemnifying the City and the Council against all claims for damages to person or property or for loss of life or of property occurring upon, in, or about the Premises and arising from the use, operation and maintenance of the Premises, with liability limits of at least \$100,000.00 property damage and \$500,000.00 single limit with respect to bodily injury or death to any person or persons. The City shall be named as co-insured on all such policies. Such insurance policies shall provide that all notices issued by the insurance company pertaining to any changes in insurance coverage, delinquent premium notices, or other matters pertaining to the

coverage provided by such insurance policies shall be sent to both the City and the Council. Prior to and as a condition for the delivery of possession of the Premises, the Council shall deliver a certificate of insurance to the City evidencing the existence of such insurance in accordance with this paragraph. The City shall have the right at any time to require the Council to provide to the City a copy of such insurance policies, together with any amendments or additions to such insurance policies and evidence that all payments required to be made in order to maintain such insurance in full force and effect have been paid in full by the Council.

**17. Taxes.**

The City shall have no obligation to pay real estate taxes or assessments, if any, levied against the Premises. The Council shall pay all taxes, licenses and assessments of every kind, nature and description, including all taxes and assessments on any equipment, machinery, or personal property of any kind or nature placed in or upon the Premises by the Council.

**18. Fire Risk; Conduct of Hazardous Activities Prohibited.**

The Council shall not conduct any activity in or upon the Premises, or use, transport or store any substance therein, which would increase the risk of fire or damage by explosion, or which would conflict with any federal, state or local law, statute, ordinance regulation or with any fire insurance policy covering the Premises or any part thereof. The Council shall not use the Premises for the purpose of conducting any hazardous activity dangerous to health or safety or in a manner which shall unreasonably increase the premiums for fire or extended coverage insurance for the Premises.

**19. Acceptance of Premises.**

The Council has examined the Premises and accepts the same in the condition and state of repair as it now exists. The City expressly disclaims any warranty of merchantability or suitability for a particular purpose with respect to any of the personal property or fixtures attached to or apart of the Premises.

**20. Quiet Enjoyment.**

The City covenants and warrants that if the Council shall faithfully and fully discharge the obligations herein set forth, the Council shall have and enjoy during the term of this Lease, quiet and undisturbed possession of the Premises, together with all of its appurtenances.

**21. Non-Liability of City for Personal Injury.**

The City shall not be liable for any personal injury, death property or damage which may be sustained to the property of the Council or any of its officers, agents, employees or invitees resulting or arising from any dangerous or defective condition existing within the Premises.

**22. The Council Indemnification.**

The Council covenants and agrees not to do or suffer anything to be done by which persons or property located within the Premises may be injured, damaged, or endangered. The Council agrees to indemnify the City against and to hold the City harmless from any and all claims or demands for loss of or damage to property or for injury or death to any person arising from or otherwise caused by any act or omission of the Council, or its officers, agents or employees during the term of this Lease or any extension thereof. The Council shall at the Council's own expense, maintain any workers' compensation insurance or any other form of insurance required by law upon the employees or agents employed on the Premises and the City shall have no responsibility with respect thereto.

**23. Condemnation.**

If the Premises, or any substantial portion thereof, is condemned or taken by right of eminent domain, or by purchase in lieu thereof, then and in any such event, this Lease shall terminate and cease as of the time when possession is taken by the public authority. Such termination shall be without prejudice to the rights of either the City or the Council to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the City or the Council shall have any rights in or to any award or payment made to the other by the condemning authority.

**24. Surrender of Premises.**

Upon the termination of this Lease, the Council agrees to surrender the Premises to the City in a clean and sanitary condition, and the Council shall remove all personal property from the Premises and the Premises shall be free of waste, debris or other unsanitary conditions.

**25. Destruction or Damage by Uninsured Causes.**

If the building situated upon the Premises is completely destroyed by fire, the elements, riots, insurrections, explosions or any other uninsured cause, such that it becomes untenable, this Lease may be terminated by the Council at any time after such event. In the event of such uninsured loss or destruction, then this Lease may also be terminated by the City if the Council shall fail to substantially commence the reconstruction of the building upon the Premises within three (3) years after the date of such uninsured loss or if the Council shall fail thereafter to diligently prosecute and complete such reconstruction. In the event of such termination by either party, the Council shall within a reasonable time after such termination, remove all debris, rubble, improvements and unuseable structures from the Premises and otherwise restore the Premises to the same condition in which they existed at the time the original Lease between the parties for the Premises was executed.

In the event that only a portion of said building is damaged or becomes partially untenable as a result of such uninsured cause, then the Council shall, at its sole option, i) repair the building as soon as reasonably possible or upon such extended period as both parties shall agree, or ii) terminate the Lease and restore the Premises to the same condition in which they existed at the commencement of the original Lease between the parties, including but not limited to the removal of all debris, rubble, improvements and unuseable structures from the Premises.

**26. Default.**

A. Time and prompt performance of each and every term, covenant and condition of this Lease is material and of the essence of this Lease. Every term, covenant and condition is a material term, covenant and condition of this Lease. Performance means compliance that is full and to the letter of this Lease. Substantial compliance will not be sufficient. Performance by the Council is a condition precedent to performance by the City.

B. The following or any of them constitute an event of default of the terms of this Lease Agreement.

- (1) If the Council shall abandon the Premises. For the purpose hereof, the following shall be deemed to be an abandonment of the Premises:
  - (a) Subject to the provisions of section 25 of this Lease, the Council's failure to occupy and operate its business upon the Premises for at least one hundred twenty (120) business days within any calendar year during the term hereof or for a period of thirty (30) consecutive calendar days, or

- (b) Failure to provide any youth program, as described in paragraphs 3 and 4 hereof, for a period of one hundred twenty (120) consecutive business days or more within any calendar year during the term hereof.
- (2) If the Council shall fail to perform any other provisions of this Lease required of the Council, if the failure to perform the same is not cured within thirty (30) days after written notice has been served upon the Council.
- (3) If the Council shall file or have filed against the Council in any court pursuant to any statute, either in the United States or of any other state, a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee of all or a substantial portion of the property owned by the Council, or if the Council makes an assignment for the benefit of creditors, or an execution or attachment shall be issued against the Council on all or a substantial portion of the Council' property, whereby all or any portion of the Premises covered by this Lease or any improvements thereon shall be taken or occupied, or attempted to be taken or occupied by someone other than the Council, except as may herein be otherwise expressly permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the termination, issuance, or filing of the same.
- (4) If the Council shall dissolve or otherwise have its charter as a non-profit corporation revoked or if the Council shall forfeit or otherwise lose its status as a tax-exempt entity under § 51(c)(3) of the U.S. Internal Revenue Code, as amended.
- (5) If the Council shall fail to comply with the provisions with its charter or otherwise carry on or engage in any activity not permitted to be carried on by a corporation exempt from federal income tax under § 501(c)(3) of the Internal Revenue Code, as amended from time to time.
- (6) Fail to perform every term, covenant and condition of this Lease, in any material respect.

C. Upon the occurrence of any event of default, and the failure, neglect or refusal of the Council to cure the same during any notice period required for such default



specified above, without further notice to the Council, the City shall be entitled to effectuate such rights and remedies against the Council as are available to the City under the terms of this Agreement and the laws of the State of Idaho, including, without limitation, the following remedies:

- (1) The City shall have immediate right, but not the obligation, to terminate this Lease, and all rights of the Council hereunder by giving the Council written notice of the City's election to terminate.
- (2) In the event of default by the Council under this Lease, if the City does not elect to terminate this Lease as provided herein, the City may, at any time, and from time to time, without terminating this Lease, specifically enforce all of its rights and remedies under this Lease, or allowed by law or equity, including the right to recover damages suffered by the City as a result of such breach.

D. The remedies provided in this Lease Agreement are cumulative and the exercise of any remedy by the City shall not be exclusive of the right to effect any other remedy, allowed the City under the terms of this Agreement, or by law or equity.

E. Any delay by the City in enforcing the terms of this Agreement or any considerations or departures therefrom shall not operate to waive or be deemed to be a waiver of any right to require compliance that is full and to the letter of this Agreement or to thereafter require performance by the Council in strict accordance with the terms of this Agreement.

F. In the event that any remedy granted to the City under the terms of this Agreement is held void or unenforceable, the City shall nevertheless have all of the other remedies provided in this Agreement that are not contrary to law.

## **27. Attorney's Fees and Costs.**

Should either party default in the performance of any covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including but not limited to, a reasonable attorney's fee, including such fees on appeal, which the prevailing party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof.

## **28. Notices.**

Service of any notice permitted or required under the terms of this Agreement shall be deemed complete upon the deposit of the same in the United States Mail, by Certified or Registered Mail, addressed to the Council at 574 4<sup>th</sup> Street, Idaho Falls, Idaho 83404; or addressed to City at P.O. Box 50220, Idaho Falls, Idaho 83402, as the case may be, or such other address as either shall hereafter in writing to the other designate, or by causing said notice to be served personally upon the Council or on the City as the case may be. For the purposes hereof, personal service shall be complete when served in the manner provided for service of process under the Idaho Rules of Civil Procedure.

**29. Idaho Law Governs.**

This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

**30. Final Agreement.**

This Lease Agreement contains the complete and final agreement of the parties, and may not be modified or changed orally, and no prior statement representation or understanding shall be binding except as expressly set forth herein. This Agreement may be modified only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

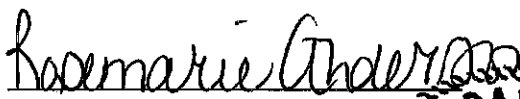
**31. Binding on Successors.**

The provisions, stipulations, terms, covenants, conditions and undertakings in this Lease and any renewals thereof shall inure to the benefit of and bind the successors and assigns or successors in interest of the parties hereto.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

CITY OF IDAHO FALLS

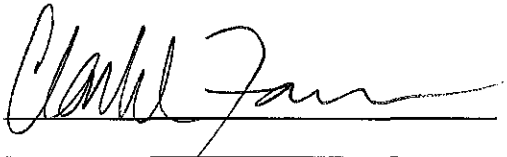
  
Rose Anderson  
City Clerk

By:

  
Jared Fuhrman  
Mayor



GRAND TETON COUNCIL, BOY  
SCOUTS OF AMERICA, INC.

By:   
Scout Executive

**Exhibit A**

Beginning at a point that is  $3.0^{\circ}17'12''$  W. . 17.38 feet and  $S. 89^{\circ}17'10''$  E. 414.0 feet from the N.W. Corner of the South Half, Southwest Quarter, Northwest Quarter of the Northwest Quarter ( $S\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}$ ) of Section Twenty (20), Township Two (2) North, Range Thirty-eight (38), E.B.M. , which point is on the South property line of Fourth Street, and running thence  $S. 89^{\circ}17'10''$  E. along the South property line of Fourth Street 220.65 feet to the West property line of Freeman Avenue; thence  $S. 0^{\circ}18'$  W. along the West property line of Freeman Avenue 99.90 feet; thence West along a line parallel to and 20.0 feet North of the North property line of John Adams Parkway 221.26 feet; thence  $N. 0^{\circ}18'$  E. 103.27 feet to the point of beginning, containing 0.52 acres, more or less.

G:\WPDATA\DWS\2300 City of Idaho Falls\Municipal Services\Leases\BSA Lease\BSA Lease Agreement.v3.wpd:sm



GRAND TETON COUNCIL  
BOY SCOUTS OF AMERICA



## **To the City of Idaho Falls Mayor and City Council Members:**

### **CYA (Community Youth in Action) Youth Center Partnership with Grand Teton Council BSA**

**Community Youth in Action and the Grant Teton Council Boy Scouts of America would like to propose to the City of Idaho Falls a partnership for the use of the facility located at 574 4<sup>th</sup> Street, Idaho Falls, ID 83401**

#### **Main Objective:**

*Community Youth in Action (CYA), of East Idaho, was organized on June 11, 2018, as "a coalition promoting the voices of our youth through action and service to foster relationships and build healthy communities throughout eastern Idaho" (CYA mission statement). CYA has been and continues to be called into action and service in the community actively since then in many various ways.*

One of CYA's long-term goals was to create a youth center as a space the youth could call their own, where they would feel at home, safe, and accepted. It would be inclusive of all youth, regardless of their backgrounds and beliefs, and it would provide critical social services to adolescents in the community. It would provide assistance and developmental opportunities to the youth. And most important, it would be a youth-driven center, just as CYA is a youth-driven organization.

CYA has been currently housed in the Idaho Falls Senior Citizens Center. It has been a great partnership before COVID-19. As we all know, this has changed the course for all of us. We do not currently see a time soon that youth and senior citizens will be able to continue to share space safely and effectively. Therefore, it is critical for the future of CYA that we find a new facility that can accommodate the needs of youth in our community.

A partnership between CYA and the BSA could provide a beneficial collaboration that could be mutually beneficial to both organizations. The non-profit organizations are continually finding it more difficult to find sustainable funding sources, so any chance we have to collaborate and share and network make it possible to continue to support our community's needs. We understand that the request to partner with the BSA is vast, but we believe the work we could do together could positively impact hundreds of lives.

What CYA could provide to the building space immediately:

1. Currently, CYA has grant funding to provide \$1,800 of monthly support toward building facility space, utilities, upkeep, etc. (grants guarantee \$ 1,500 for the next five years, \$300 is a yearly renewable grant)



2. CYA would propose to use the \$1,800 for August, September, and October for improvements and upgrades to the existing space, and begin providing facility space support on November 1, 2020.
3. Before opening the Teen Center, CYA would work with the Boy Scout Administration to select paint, stain, carpets, other flooring needs, etc.
4. CYA would be available to assist AARP and Toys for Tots with either A. a mutually beneficial use of space, or B. volunteers to help move toys and computers to a secure location.
5. CYA would partner with Phoenix QRF to continue to share space.
6. One of our first goals would be to seek a grant for a full security system.
7. CYA would assure the building is always clean and orderly.
8. CYA would have liability insurance, with a \$1,000,000 policy.
9. CYA would assure enough adult staff and/or volunteers to supervise and chaperone youth activities adequately.
10. CYA would use the building 5-6 days per week for youth activities.

## LIV Teen Center Background:

On June 14, 2018, only three days after CYA was organized, one of the founding youth, Olivia "Liv" Johnson, died in a tragic car accident at the age of 17. Liv was very active in the local community serving those who were often excluded or overlooked. She left behind a legacy of loving and accepting people of all walks of life that touched countless hearts. Olivia exemplified everything that CYA aims to create. For this reason, the CYA youth have chosen to dedicate the youth center to Olivia and her legacy. In her honor, they have chosen the name "LIV Teen Center" for the youth center, and LIV would also stand for Life Is Valuable, which is a principle that Liv lived to the fullest.

## The Youth Vision:

Services analysis: the youth center committee and the CYA youth have identified various activities or services that could be included in the youth center. Each activity would add value to the center and provide opportunities for the youth for service, personal development, or meeting unseen needs. When asked, **"If money was no object, what would you like to see in the center?"** the CYA youth gave answers such as the following:

1. Beverage/Snack Bar  
A coffee bar that they could run and get business experience  
Soda, Juice, Italian Sodas, Hot Chocolate, Flavored Water  
Shakes, Smoothies,  
Snacks
2. Weekend Entertainment Activities  
Local band nights where the youth bands could play in an environment that is not a bar or night club  
Karaoke nights, Movie nights, Game nights, Comedy nights  
Poetry nights, Sports Viewing, Dances
3. Self-Care  
Crisis Counselors, Group Exercise Classes, Exercise Equipment,  
Relaxation/Zen Room, AA/NA Support Group, Recovery Support Group,  
LBGT Support Group, All-Inclusive Faith-Based Group
4. Education  
After-School Tutors, Study Groups, Computer Lab, Adulting 101, Nutrition,  
Adult Mentors, Life Coach, Book Clubs, Career Training & Development,  
ACT/SAT Prep, GED Classes, Foreign Language Classes, Finance Classes

5. Independent Living Assistance  
Access to Washer & Dryer, Access to Kitchen, Access to Shower
6. After-School Fun  
Pool, Darts, Ping-pong, Arcade Games, Puzzles, Board Games, Art
7. Peer to Peer Support  
Closet—Gently used clothes, Pantry—Food Snacks, Nursery—Baby Items

The building on 4<sup>th</sup> street would support almost everything requested by the youth of our community.

## **Benefit Evaluation:**

Long-term benefits of the CYA/Boy Scout Partnership:

- Prevent potential jail time for youth
- Lower suicide rates within the community
- Prevent accidental drug overdose
- Build self-esteem
- Build Life Skills
- Lower the burden on the police force
- Lower Probation Office work Load
- Lowers tax burden
- Reduce Teen Pregnancy

**We, as an organization, thank you for your consideration of this partnership. Please let us know if you have any questions.**

**Clarke Farrer**  
**CYA Program Director**  
**(208) 569-5845**  
**cfarrer@bsamail.org**

**Becky Leatham**  
**CYA Executive Director**  
**(208) 521-5328**  
**Cya.becky@gmail.com**



# Idaho Falls teens can find fun and support at new teen center



Mike Price, EastIdahoNews.com

Local Published at 4:13 pm, November 5, 2019  
Updated at 4:54 pm, November 5, 2019



*Teens enjoying a puzzle at the LIV Teen Center. | Courtesy Beck Leatham*

**IDAHO FALLS** — Local teens have a new place to hang out after school where they can be safe and have fun.

Becky Leatham has been working with teens over the last 17 years. A year and a half ago, Leatham and a group of local teens started Community Youth in Action, a 501(c)(3) non-profit. They recently realized their goal of starting a teen center in Idaho Falls.

"We went to the senior citizen's center and the city of Idaho Falls and talked to them about a partnership. And they approved it," Leatham told EastIdahoNews.com. "The senior citizens use it during the day. The teenagers use it every night."

Leatham is the executive director of Community Youth in Action.

After school, teens can go to the Idaho Falls Senior Citizen Community Center at 535 W. 21st Street. Teens who are part of Community Youth in Action decided to name the youth center housed inside, the LIV Teen Center, which stands for Life is Valuable. The name is also an homage to one of their founding youth members, Olivia "Liv" Johnson.

Teens can go to play games, such as pool, foosball, ping pong, darts and more. They can also get tutoring from 4:30 to 6:30 p.m. Monday through Friday from local college students. Community Youth in Action offers a variety of different weekly classes and activities. It is all free.



"When CYA approached me and asked about a partnership, I became very emotional at the possibility of making this happen. I can't think of a better way to utilize a building owned by the local taxpayers," Idaho Falls Senior Citizen Community Center executive director Valisa Say said in a news release.

Leatham said any middle school or high school students in Idaho Falls School District 91 can arrange to ride the bus to the teen center after school.



Community youth in Action van. | Courtesy Becky Leatham

With a donation of a 15 passenger van from Idaho State Independent Auto Dealers Association, Sexton's Car Collection and Alphagraphics, Community Youth in Action can give rides to and from the center for teens outside of District 91 or who otherwise need a ride.

"We have tons of adult volunteers that are here. They're all background checked," Leatham said. "That's probably one of the greatest things that we can provide is good healthy adult mentors. So the kids can come after school, and there are adult mentors that they can talk to."

Leatham said one of Community youth in Action's major goals is to help prevent teen suicide. To do that, they are providing a space for youth who need it.

"Sometimes, a kid just needs a place to belong. And they just need to know that there's a safe place that they can go and hang out and have people that care about them," she said.

For anyone interested in learning more about the teen center or Community Youth in Action, go to the Community Youth in Action – LIV Teen Center Facebook page.

SUBMIT A CORRECTION

## Comments



**Suffer From Neuropathy? Try This Immediately**





# CITY OF IDAHO FALLS

P.O. BOX 50220  
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249  
FAX: (208) 612-8148

April 17, 2008

## MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: S. Craig Lords, Municipal Services Director  
SUBJECT: **BOY SCOUTS OF AMERICA LEASE AGREEMENT**

Attached for your consideration is a proposed lease agreement between the City of Idaho Falls and the Boy Scouts of America, for City owned property located at 574 4<sup>th</sup> Street.

Said agreement has been reviewed and approved by Dale Storer, City Attorney.

It is respectfully requested that Council approve said lease agreement and authorize the Mayor to execute the document.

Respectfully,

A handwritten signature in cursive script, appearing to read "S. Craig Lords".

S. CRAIG LORDS  
MUNICIPAL SERVICES DIRECTOR

SCL/hv

Attachment

Cc: Mayor  
Council  
Evans

city Council Meeting  
April 24, 2008  
Approved 5-0

## LEASE AGREEMENT

AGREEMENT, made this 25<sup>th</sup> day of April, 2008, by and between the CITY OF IDAHO FALLS, a municipal corporation, whose address is P. O. Box 50220, Idaho Falls, Idaho 83402, hereinafter referred to as "CITY," and Grand Teton Council, whose address is 574 4<sup>th</sup> Street, Idaho Falls, Idaho 83404, hereinafter referred to as "the Council";

### WITNESSETH:

#### 1. Lease of Property.

For and in consideration of the covenants, conditions and agreements hereinafter set forth, the City does hereby lease, demise and rent unto the Council the following described premises (hereafter referred to as the "Property" or "Premises") situated in the County of Bonneville, State of Idaho, as more particularly described in Exhibit "A" attached hereto.

#### 2. Use Of Premises.

The Council shall have sole and exclusive use of the Premises for the term of this Lease. The Council shall use the Premises solely for the purpose of providing services, programs, training and other youth activities associated with youth programs sponsored or sanctioned by the Boy Scouts of America, including but not limited to the sale of goods and merchandise marked with the Boy Scouts of America logo or published by or with the approval of the Boy Scouts of America and for the sale of merchandise complimentary to the programs and activities sponsored by the Boy Scouts of America. Such youth programs shall be undertaken and conducted for the purpose of fostering the virtues, ideals and character traits exemplified by the Scout Law, Oath and Moto. Except as set forth above, the Council shall conduct no commercial enterprise, business or activity upon the Premises without the express written consent of the City.

The management and operation of the building, improvements and other programs and activities conducted on the Premises shall be on a non-profit basis for the benefit of the public and without cost or expense to the City. Notwithstanding the foregoing, the Council may charge reasonable fees for services provided to the public, as necessary to allow the Council to operate on a self-sufficient basis and in an amount sufficient to allow the Council to be self-sustaining, without public support. Nothing herein shall preclude or prevent the Council from charging or collecting reasonable fees for such services, provided that all revenue derived from such fees shall be used solely for the purpose of operating the Grand Teton Council. In no event shall such revenues inure to or



be used for the personal benefit of any officer or employee of the Council, except for the payment of reasonable compensation for services rendered or for reimbursement of reasonable costs incurred in furtherance of the purposes of the Council.

**3. Consideration for Lease.**

In consideration for the City's lease of the demised Premises for the uses described herein, the Council shall provide, operate and conduct youth programs, activities, training, equipment and facilities as described above to and for the benefit of all youth located within the City of Idaho Falls and within the Grand Teton Council, as the same now exists or as may be altered, enlarged or reduced hereafter.

No other rental or consideration shall be paid by the Council throughout the term hereof

**4. Term.**

The term of this Lease shall be twenty five (25) years commencing on the date of this Agreement.

**5. Assignment or Subleasing.**

The Council shall not assign, mortgage, or encumber this Lease, nor sublet or permit the Premises or any part thereof to be used by others for any purpose not otherwise expressly authorized herein, without the prior written consent of the City.

**6. Compliance with Laws.**

The Premises hereby leased shall not be used for any unlawful purpose and the Council shall comply with all federal, state, county and city ordinances, laws and regulations, present or future, affecting the use of or the type of business to be carried on in the demised Premises.

**7. Compliance with Environmental Laws.**

The Council agrees not to store, dispose, use or allow the use of any "hazardous substance" upon the Premises, as such term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," 42 U.S.C. § 9601, et seq.), the Clean Water Act ("CWA," 33 U.S.C. § 1251, et seq.), the Clean Air Act ("CAA," 42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act ("TSCA," 15

U.S.C. § 2601, et seq., the Resource Conservation and Recovery Act of 1976 ("RCRA," 42 U.S.C. § 6901, et seq.), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA," Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWMA," Title 39, Chapter 44, Idaho Code) or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance (such laws and regulations are hereafter referred to as "Environmental Laws").

The City, and its agents, attorneys, employees, consultants and contractors, reserve the right to enter upon and inspect the Premises at any time for the purpose of determining the Council's compliance with the provisions of this paragraph, including without limitation the right to perform such inspections, examinations, subsurface testing, soils and ground water testing and other tests necessary to protect the City's interest in the Premises and to ensure the Council's compliance with the terms and provisions of this paragraph.

The Council agrees to indemnify and save the City harmless from any and all damages, remedial orders, judgments, decrees, costs and expenses, including but not limited to attorneys' fees, consultants' fees, clean-up costs, removal and response costs arising from the Council's failure to strictly comply with the terms and provisions of this paragraph. The terms and provisions of this paragraph shall survive the termination of this Lease Agreement and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of the Environmental Laws or the terms and conditions of this Lease, whichever is longer. Nothing herein shall be deemed to impose upon the Council any obligation or duty to indemnify the City on account of any violation of the environmental laws by the City or by any leaseholder who was in possession of the Premises prior to the commencement of the term of this Lease.

#### **8. Utilities.**

The Council agrees to furnish and promptly pay for all gas, electricity, water, sewer, sanitation service, telephone, security lighting and all the utilities of every type and nature whatsoever used in or about the Premises.

#### **9. Record Keeping.**

The Council agrees to keep and maintain adequate and complete financial records of all operations conducted upon the Premises in accordance with generally accepted accounting principles. Such records shall be made available to the City to inspect and copy during normal business hours, upon request of the City.



#### **10. Maintenance and Snow Removal.**

The Council shall maintain in a good, mechanically sound and attractive condition throughout the term of this Lease Agreement, the roof, exterior walls and structural parts of the building and improvements located upon the Premises, all exterior and interior water lines, sewers and plumbing fixtures, sidewalks, security lighting, parking lots and shrubs, lawn and landscaping on the Premises. The Council shall also perform all snow removal from the parking lot and all sidewalks adjacent to the Premises in a reasonable, prudent and timely fashion. All other maintenance and repair to the Premises, including the common use area, shall be made by the Council at the Council's own proper cost and expense, including, but not limited to, removal of debris from the parking lot and adjacent sidewalks, repairs to electric fixtures, all painting and decorating, glass replacement, plumbing fixtures and all other repairs of every kind, nature and description. The Council shall be responsible for removal of snow and ice on all parking lots, sidewalks and walkways adjacent to the Premises.

#### **11. City's Right of Entry.**

The City shall have the right to enter the Premises at any reasonable time upon notice to the Council in order to examine the same and determine the state of repair or alteration which shall or may be necessary for the safety or preservation of the Premises.

#### **12. Alterations.**

No alteration, addition, or improvement to the Premises or improvements thereon shall be made by the Council without the written consent of the City which shall not be unreasonably withheld by the City; however, the granting of such consent shall in no way obligate or be construed as any undertaking by to pay for the costs of such alteration, addition or improvement. Any alteration, addition or improvement made by the Council after such consent shall have been given, and any fixtures installed as part thereof, shall at the City's option become the property of the City upon the termination of this Lease and be surrendered with the Premises; provided, however, that the City shall have the right to require the Council to remove such fixtures at the Council's cost upon the termination of this Lease. Upon the removal of any such fixtures, the Council shall be required to promptly repair any damage or injury done to the Premises by such removal and restore the Premises to as good condition as the same are in at the time the Council shall take possession, reasonable wear and tear excepted. The Council shall indemnify the City against any mechanic's or materialman's lien or other lien arising out of the making of any alteration, repair, addition, or improvement by the Council, and shall hold the City harmless of any such liens or claims, including reasonable attorneys fees and costs that may be incurred in removing any such liens, provided however nothing herein shall be deemed or considered as consent by the City to the filing of such liens against the Premises.



**13. Waste.**

The Council shall not commit any waste or damage to the Premises hereby leased, nor permit any waste or damage to be done thereto.

**14. Protection of Property.**

The Council agrees to maintain the Premises and improvements in a good condition throughout the term hereof, reasonable wear and tear excepted. Upon the termination or expiration of this Lease, the Council shall remove all signs owned by the Council and shall promptly repair any damage or injury done to the Premises by such removal.

**15. Property Damage Insurance.**

The Council shall maintain and pay for fire and extended coverage insurance upon the Premises for the full insurable value thereof; and the City shall have no duty or obligation to provide fire or extended coverage insurance for any personal property or contents stored within the Premises and belonging to the Council or other persons. Within thirty (30) days after the execution of the Lease Agreement, the Council shall provide a copy of such insurance policy to the City for the City's review and approval. Such policy shall be deemed as approved unless the City shall object in writing within ten (10) days after such policy has been delivered to the Council.

In the event of any covered loss or damage to the Premises or improvements upon the Premises, the Council shall promptly restore the Premises to the same or better condition as such improvements existed prior to such loss, to the extent insurance proceeds are available to fund such restoration work

**16. Public Liability Insurance.**

The Council agrees to obtain at the Council's own proper cost and expense, a policy of public liability insurance protecting and indemnifying the City and the Council against all claims for damages to person or property or for loss of life or of property occurring upon, in, or about the Premises and arising from the use, operation and maintenance of the Premises, with liability limits of at least \$100,000.00 property damage and \$500,000.00 single limit with respect to bodily injury or death to any person or persons. The City shall be named as co-insured on all such policies. Such insurance policies shall provide that all notices issued by the insurance company pertaining to any changes in insurance coverage, delinquent premium notices, or other matters pertaining to the

coverage provided by such insurance policies shall be sent to both the City and the Council. Prior to and as a condition for the delivery of possession of the Premises, the Council shall deliver a certificate of insurance to the City evidencing the existence of such insurance in accordance with this paragraph. The City shall have the right at any time to require the Council to provide to the City a copy of such insurance policies, together with any amendments or additions to such insurance policies and evidence that all payments required to be made in order to maintain such insurance in full force and effect have been paid in full by the Council.

**17. Taxes.**

The City shall have no obligation to pay real estate taxes or assessments, if any, levied against the Premises. The Council shall pay all taxes, licenses and assessments of every kind, nature and description, including all taxes and assessments on any equipment, machinery, or personal property of any kind or nature placed in or upon the Premises by the Council.

**18. Fire Risk; Conduct of Hazardous Activities Prohibited.**

The Council shall not conduct any activity in or upon the Premises, or use, transport or store any substance therein, which would increase the risk of fire or damage by explosion, or which would conflict with any federal, state or local law, statute, ordinance regulation or with any fire insurance policy covering the Premises or any part thereof. The Council shall not use the Premises for the purpose of conducting any hazardous activity dangerous to health or safety or in a manner which shall unreasonably increase the premiums for fire or extended coverage insurance for the Premises.

**19. Acceptance of Premises.**

The Council has examined the Premises and accepts the same in the condition and state of repair as it now exists. The City expressly disclaims any warranty of merchantability or suitability for a particular purpose with respect to any of the personal property or fixtures attached to or apart of the Premises.

**20. Quiet Enjoyment.**

The City covenants and warrants that if the Council shall faithfully and fully discharge the obligations herein set forth, the Council shall have and enjoy during the term of this Lease, quiet and undisturbed possession of the Premises, together with all of its appurtenances.

**21. Non-Liability of City for Personal Injury.**



The City shall not be liable for any personal injury, death property or damage which may be sustained to the property of the Council or any of its officers, agents, employees or invitees resulting or arising from any dangerous or defective condition existing within the Premises.

**22. The Council Indemnification.**

The Council covenants and agrees not to do or suffer anything to be done by which persons or property located within the Premises may be injured, damaged, or endangered. The Council agrees to indemnify the City against and to hold the City harmless from any and all claims or demands for loss of or damage to property or for injury or death to any person arising from or otherwise caused by any act or omission of the Council, or its officers, agents or employees during the term of this Lease or any extension thereof. The Council shall at the Council's own expense, maintain any workers' compensation insurance or any other form of insurance required by law upon the employees or agents employed on the Premises and the City shall have no responsibility with respect thereto.

**23. Condemnation.**

If the Premises, or any substantial portion thereof, is condemned or taken by right of eminent domain, or by purchase in lieu thereof, then and in any such event, this Lease shall terminate and cease as of the time when possession is taken by the public authority. Such termination shall be without prejudice to the rights of either the City or the Council to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the City or the Council shall have any rights in or to any award or payment made to the other by the condemning authority.

**24. Surrender of Premises.**

Upon the termination of this Lease, the Council agrees to surrender the Premises to the City in a clean and sanitary condition, and the Council shall remove all personal property from the Premises and the Premises shall be free of waste, debris or other unsanitary conditions.



**25. Destruction or Damage by Uninsured Causes.**

If the building situated upon the Premises is completely destroyed by fire, the elements, riots, insurrections, explosions or any other uninsured cause, such that it becomes untenable, this Lease may be terminated by the Council at any time after such event. In the event of such uninsured loss or destruction, then this Lease may also be terminated by the City if the Council shall fail to substantially commence the reconstruction of the building upon the Premises within three (3) years after the date of such uninsured loss or if the Council shall fail thereafter to diligently prosecute and complete such reconstruction. In the event of such termination by either party, the Council shall within a reasonable time after such termination, remove all debris, rubble, improvements and unuseable structures from the Premises and otherwise restore the Premises to the same condition in which they existed at the time the original Lease between the parties for the Premises was executed.

In the event that only a portion of said building is damaged or becomes partially untenable as a result of such uninsured cause, then the Council shall, at its sole option, i) repair the building as soon as reasonably possible or upon such extended period as both parties shall agree, or ii) terminate the Lease and restore the Premises to the same condition in which they existed at the commencement of the original Lease between the parties, including but not limited to the removal of all debris, rubble, improvements and unuseable structures from the Premises.

**26. Default.**

A. Time and prompt performance of each and every term, covenant and condition of this Lease is material and of the essence of this Lease. Every term, covenant and condition is a material term, covenant and condition of this Lease. Performance means compliance that is full and to the letter of this Lease. Substantial compliance will not be sufficient. Performance by the Council is a condition precedent to performance by the City.

B. The following or any of them constitute an event of default of the terms of this Lease Agreement.

- (1) If the Council shall abandon the Premises. For the purpose hereof, the following shall be deemed to be an abandonment of the Premises:
  - (a) Subject to the provisions of section 25 of this Lease, the Council's failure to occupy and operate its business upon the Premises for at least one hundred twenty (120) business days within any calendar year during the term hereof or for a period of thirty (30) consecutive calendar days, or

- (b) Failure to provide any youth program, as described in paragraphs 3 and 4 hereof, for a period of one hundred twenty (120) consecutive business days or more within any calendar year during the term hereof.
- (2) If the Council shall fail to perform any other provisions of this Lease required of the Council, if the failure to perform the same is not cured within thirty (30) days after written notice has been served upon the Council.
- (3) If the Council shall file or have filed against the Council in any court pursuant to any statute, either in the United States or of any other state, a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee of all or a substantial portion of the property owned by the Council, or if the Council makes an assignment for the benefit of creditors, or an execution or attachment shall be issued against the Council on all or a substantial portion of the Council' property, whereby all or any portion of the Premises covered by this Lease or any improvements thereon shall be taken or occupied, or attempted to be taken or occupied by someone other than the Council, except as may herein be otherwise expressly permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the termination, issuance, or filing of the same.
- (4) If the Council shall dissolve or otherwise have its charter as a non-profit corporation revoked or if the Council shall forfeit or otherwise lose its status as a tax-exempt entity under § 51(c)(3) of the U.S. Internal Revenue Code, as amended.
- (5) If the Council shall fail to comply with the provisions with its charter or otherwise carry on or engage in any activity not permitted to be carried on by a corporation exempt from federal income tax under § 501(c)(3) of the Internal Revenue Code, as amended from time to time.
- (6) Fail to perform every term, covenant and condition of this Lease, in any material respect.

C. Upon the occurrence of any event of default, and the failure, neglect or refusal of the Council to cure the same during any notice period required for such default



specified above, without further notice to the Council, the City shall be entitled to effectuate such rights and remedies against the Council as are available to the City under the terms of this Agreement and the laws of the State of Idaho, including, without limitation, the following remedies:

- (1) The City shall have immediate right, but not the obligation, to terminate this Lease, and all rights of the Council hereunder by giving the Council written notice of the City's election to terminate.
- (2) In the event of default by the Council under this Lease, if the City does not elect to terminate this Lease as provided herein, the City may, at any time, and from time to time, without terminating this Lease, specifically enforce all of its rights and remedies under this Lease, or allowed by law or equity, including the right to recover damages suffered by the City as a result of such breach.

D. The remedies provided in this Lease Agreement are cumulative and the exercise of any remedy by the City shall not be exclusive of the right to effect any other remedy, allowed the City under the terms of this Agreement, or by law or equity.

E. Any delay by the City in enforcing the terms of this Agreement or any considerations or departures therefrom shall not operate to waive or be deemed to be a waiver of any right to require compliance that is full and to the letter of this Agreement or to thereafter require performance by the Council in strict accordance with the terms of this Agreement.

F. In the event that any remedy granted to the City under the terms of this Agreement is held void or unenforceable, the City shall nevertheless have all of the other remedies provided in this Agreement that are not contrary to law.

#### **27. Attorney's Fees and Costs.**

Should either party default in the performance of any covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including but not limited to, a reasonable attorney's fee, including such fees on appeal, which the prevailing party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof.

#### **28. Notices.**

Service of any notice permitted or required under the terms of this Agreement shall be deemed complete upon the deposit of the same in the United States Mail, by Certified or Registered Mail, addressed to the Council at 574 4<sup>th</sup> Street, Idaho Falls, Idaho 83404; or addressed to City at P.O. Box 50220, Idaho Falls, Idaho 83402, as the case may be, or such other address as either shall hereafter in writing to the other designate, or by causing said notice to be served personally upon the Council or on the City as the case may be. For the purposes hereof, personal service shall be complete when served in the manner provided for service of process under the Idaho Rules of Civil Procedure.

**29. Idaho Law Governs.**

This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

**30. Final Agreement.**

This Lease Agreement contains the complete and final agreement of the parties, and may not be modified or changed orally, and no prior statement representation or understanding shall be binding except as expressly set forth herein. This Agreement may be modified only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

**31. Binding on Successors.**

The provisions, stipulations, terms, covenants, conditions and undertakings in this Lease and any renewals thereof shall inure to the benefit of and bind the successors and assigns or successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

CITY OF IDAHO FALLS

*Rose Anderson*

Rose Anderson  
City Clerk



By: *[Signature]*

Jared Fuhrman  
Mayor



GRAND TETON COUNCIL, BOY  
SCOUTS OF AMERICA, INC.

By: 

Scout Executive

**Exhibit A**

Beginning at a point that is  $3.0^{\circ}17'12''$  W. . 17.38 feet and  $S. 89^{\circ}17'10''$  E. 414.0 feet from the N.W. Corner of the South Half, Southwest Quarter, Northwest Quarter of the Northwest Quarter ( $S\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ ) of Section Twenty (20), Township Two (2) North, Range Thirty-eight (38), E.B.M. , which point is on the South property line of Fourth Street, and running thence  $S. 89^{\circ}17'10''$  E. along the South property line of Fourth Street 220.65 feet to the West property line of Freeman Avenue; thence  $S. 0^{\circ}18'$  W. along the West property line of Freeman Avenue 99.90 feet; thence West along a line parallel to and 20.0 feet North of the North property line of John Adams Parkway 221.26 feet; thence  $N. 0^{\circ}18'$  E. 103.27 feet to the point of beginning, containing 0.52 acres, more or less.

G:\WPDATA\DWS\2300 City of Idaho Falls\Municipal Services\Leases\BSA Lease\BSA Lease Agreement.v3.wpd:sm