



**CITY OF POCATELLO  
Parks & Recreation Department**

**City Council Executive Summary**

DATE: June 28, 2023  
 TO: Mayor Blad and Council Members  
 FROM: Anne Butler, Parks & Recreation Director  
 RE: **Portneuf Valley Disc Golf Association: Request to Install a 9-hole Disc Golf Course at Sacajawea Park**

The Portneuf Valley Disc Golf Association (PVDGA) has requested permission to install and maintain a 9-hole Disc Golf Course at Sacajawea Park.

The Association has secured a grant for all course materials from the IFFT Foundation with assistance from NeighborWorks Pocatello. There would be no cost to the City of Pocatello for this project.

City staff has walked and reviewed the golf course design and found it to be a well thought out plan ensuring walking path patrons and other park users will not be impacted. The City has a solid relationship with the Portneuf Valley Disc Golf Association and they currently help us maintain other disc golf locations as needed. We anticipate this course will alleviate congestion at other disc golf locations in the area.

The installation of this course would be a valuable community asset, creating a visible and enjoyable amenity that will help patrons stay active. The Parks and Recreation Advisory Board has also considered the Portneuf Valley Disc Golf Association request, and recommends granting permission for installation and maintenance of this course.

**Staff recommends that Council approve the Portneuf Valley Disc Golf Association request to install a 9-hole Disc Golf Course at Sacajawea Park.**

## MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Ian Johnson, Deputy City Attorney  
RE: Portneuf Valley Disc Golf Association 9 Hole Disc Golf Course at Sacajawea Park  
DATE: June 26, 2023

I have reviewed the above-referenced Portneuf Valley Disc Golf Association 9 Hole Disc Golf Course at Sacajawea Park contract and it meets with my approval for the Mayor's signature upon approval of the council.

If you have any questions, please feel free to contact me.

## USE AGREEMENT

THIS USE AGREEMENT, hereinafter referred to as “Agreement”, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the “City”; and the Portneuf Valley Disc Golf Association, hereinafter referred to as the “User”.

WHEREAS, the City owns various parks throughout the City which have disc golf baskets used for recreation; and

WHEREAS, the User wishes to use the City’s Sacajawea Park to install disc golf baskets to have another disc golf course accessible to citizens; and

WHEREAS, the City wishes to support the User in providing this worthwhile recreation program; 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 install nine (9) disc golf baskets, at User’s expense, in Sacajawea Park for recreation use.
2. Term. The initial term of this Agreement shall be for one year commencing July 6, 2023, and terminating July 5, 2024. Thereafter, this Agreement shall automatically renew for an additional four (4) year term, unless sooner terminated by either Party.
3. Care of the Premises. The User will be responsible for the care and maintenance of the installed baskets. The City shall maintain and care for the vegetation areas as well as walkways within the park. In the event the City determines that damage to the quality of the

Park is resulting from installation of the disc golf baskets, the City, at its sole discretion, may terminate use of the park. The User agrees to promptly make any needed repairs to the baskets should damage to said baskets occur. Installation of baskets will not impede other citizens' use of the walkway nor damage any of the beautification of the park. Upon termination of this Agreement, User shall return premises to their original and proper state.

4. Compliance with Laws. User shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances.

5. Indemnification. 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.

6. 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.

7. 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. The Parties agree that the Parks and Recreation Director has the full authority to act on such matters on behalf of the City.

8. 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.

9. 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.

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

11. 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.

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

13. 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.

14. 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.

15. 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: Portneuf Valley Disc Golf Association  
C/O Roger Frey, Sacajawea Chairperson  
355 E Center St.  
Pocatello, ID 83201

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

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BRIAN C. BLAD, Mayor

ATTEST:

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KONNI R. KENDELL, City Clerk

USER:

\_\_\_\_\_  
Roger Frey  
Chairperson, Portneuf Valley Disc Golf  
Association

STATE OF IDAHO        )  
                                  ss:  
County of Bannock     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                                  ss:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the State, personally appeared Roger Frey, Chairperson of Portneuf Disc Golf Association, known or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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 \_\_\_\_\_