



City of Ketchum

September 8, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Agreement 20514 Between Blaine County School District and the City of Ketchum

Recommendation and Summary

Staff is recommending the Council approve Agreement 20514 and adopt the following motion:

I move to authorize the Mayor to sign Agreement 20514

The reasons for the recommendation are as follows:

- Blaine County School District requires this Agreement to be signed as a condition of the City using the School District facilities and fields for City recreation programs.

Introduction and History

The attached agreement is required for all users of School District facilities and fields. The City recreation programs take place on School District facilities and fields at Atkinson Park. In order for the City programs to continue using the facilities, this agreement must be signed.

Financial Impact

There is no financial impact associated with this recommendation.

Attachments:

Agreement 20514

CONTRACT FOR USE OF BLAINE COUNTY SCHOOL DISTRICT NO. 61
FACILITIES AND FIELDS

BUILDINGS AND FACILITIES WAIVER OF LIABILITY AND INDEMNITY
AGREEMENT

READ THIS DOCUMENT CAREFULLY – BY SIGNING THIS AGREEMENT, YOU
GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES:

I, _____, an agent or officer, acting for and on behalf of _____ for and in consideration of the use of the facilities and fields of the Blaine County School District No. 61 scheduled through the Community Campus located at 1050 Fox Acre Road, do by this document agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of the Blaine County School District, including elected or appointed officials, and persons acting on behalf of the Blaine County School District in any official capacity, temporarily or permanently in the service of the Blaine County School District, whether with or without compensation, from any and all manner of action or actions, cause or causes of action, suits, injuries, or any other claim or demands arising out of the use of any facility of the Blaine County School District No. 61.

THE UNDERSIGNED FURTHER AGREES:

1. To indemnify and hold harmless the Blaine County School District, its agents, employees and assigns from all manner, action or actions, cause or causes of actions, suits, injuries or any other claims or demands that may arise from any act or omission by an employee, agent, representative or any person acting for or on behalf of Blaine County School District concerning any claim, cause of action, suit, injury or demand arising out of the organization's use of the facilities of the Blaine County School District.
2. To provide the Blaine County School District with proof of insurance in the form of a Certificate of Insurance. The Certificate of Insurance must show a minimum limit of liability coverage of \$1,000,000 per occurrence. The Certificate of Insurance must also evidence coverage for this agreement in the form of Blanket Contractual Coverage or name the Blaine County School District as an Additional Insured. A copy of the Certificate of Insurance must be attached to this agreement prior to using or occupying the premises.
3. Neither the undersigned nor the organization which it represents shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the Blaine County School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of the Blaine County School District.

4. To immediately notify the Blaine County School District of any conduct or circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
5. To reimburse the Blaine County School District for any damages or losses caused by the organization's use of the school facilities, and agrees to promptly pay for said damages.
6. To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the Blaine County School District if said waiver of liability is required by the Blaine County School District.
7. Lessee's decision use or continue to use the premises in conformance with the purposes of its Lease Agreement with the Blaine County School District, despite the presence of known or suspected risks of injury or harm caused by third person actions and/or environmental conditions, including but not limited to infection of employees and/or customers and/or clients as a result of exposure to COVID-19, is solely and exclusively Lessee's decision, and the Blaine County School District shall be defended, indemnified and held harmless in the event of any legal action or other proceeding seeking damages as a result of exposure to such risks of harm. All such use is at Lessee's own risk.
8. By Lessee's agreement to Lease, occupy and offer for the use of the premises to the public, the Blaine County School District in no way, makes any representation or warranty, whether express or implied, that the use contemplated by Lessee is safe, nor does the Blaine County School District represent or warrant, whether express or implied, that such use does not carry with it the risk of harm or disease caused by third person actions and/or environmental conditions, including but not limited to infection of employees and/or customers and/or clients as a result of exposure to COVID-19. All such use is at Lessee's own risk.
9. In the event the Blaine County School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the Blaine County School District for all legal expenses and costs reasonably incurred.
10. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
11. This agreement shall be governed by the laws of the State of Idaho.

12. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties to this agreement.

DATED this _____ day of _____, 20____, at _____, Idaho.

School Official Representing
Blaine County School District

Signature of Person Responsible

Organization