

Board Office Use: <b>Legislative File Info.</b>	
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OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

To Board of Education

From Jacqueline P. Minor, General Counsel

Board Meeting Date September 24, 2015

Subject

Action Requested **Approval Of Play Structure Indemnification**

Background/Discussion Roses in Concrete Community Charter School which is housed in the former Tilden Campus requested authorization from the District to place a play structure procured from KaBoom, Inc. on the Tilden Campus at 4551 Steele Street, Oakland. The District has agreed, subject to the execution of a play structure indemnification agreement by the Charter School. District Staff seeks Board approval of the indemnification agreement which is approved by District Legal Counsel.

Recommendation **Approval Of Play Structure Indemnification**

Fiscal Impact n/a

Attachments 

- Agreement

### Play Structure Indemnification

This special indemnity provision is entered into in consideration of Oakland Unified School District's grant of permission to Roses in Concrete Community Charter School ("RiC") to erect a playground structure 4551 Steele Street, Oakland, CA 94619 ("KaBOOM Play Structure") using, but not limited to, **Playworld Systems Inc.** equipment and as procured and facilitated by **KaBOOM, Inc.**

To the fullest extent permitted by California law, RiC shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, on account of, connected with, or resulting from, the purchase, installation, operation, condition, use or any other activity related to the KaBOOM Play Structure, all improvements thereon, and all areas appurtenant thereto, except to the extent that such losses, liabilities, claims, suits, and/or actions result from the negligent or willful misconduct of District or any of the indemnified parties; and in case any action or proceeding be brought against District that would be covered by the foregoing indemnity, RiC shall defend the same at RiC's sole expense. This Agreement is made on the express condition that District shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with the condition, use or occupancy of the KaBOOM Play Structure specifically including, without limitation, any liability for injury to the person or property of the RiC, its agents, officers, employees, licensees, volunteers and invitees, absent any negligent or willful misconduct of District or any of the indemnified parties.

### Authorization to Sign.

Each individual executing this **Play Structure Indemnification** on behalf of RiC represents and warrants that he or she is duly authorized to execute and deliver this **Play Structure Indemnification** on behalf of RiC, as applicable to corporations, in accordance with a duly adopted resolution of RiC's Board of Directors, and that this **Play Structure Indemnification** is binding upon RiC in accordance with its terms, and RiC shall, concurrently with its execution of the **Play Structure Indemnification**, deliver to District upon its request a certified copy of a resolution of its Board of Directors authorizing the execution of this Play Structure Indemnification.

**ROSES IN CONCRETE COMMUNITY CHARTER SCHOOL**

By: (print name) Jeff Duncan-Andrade

Date: 8/20/15

Its: Founder

James Harris  
President, Board of Education

Antwan Wilson  
Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
[Signature]  
Attorney at Law