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Enactment Number	16-0280
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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline P. Minor, General Counsel

Board Meeting Date February 24, 2016

Subject

Action Requested **Approval Of Play Structure Indemnification**

Background/Discussion Castlemont Community Transformation Charter Schools (CCTS) which is located at Building 300 on the Castlemont campus requested authorization from the District to place a play structure procured from KaBoom, Inc. on the campus (8601 MacArthur Boulevard, 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 Castlemont Community Transformation Schools (CCTS) to erect a playground structure at 8601 Mac Arthur Blvd., Building 300, Oakland, CA 94605. ("KaBOOM Play Structure") using, but not limited to, **Playword Systems Inc.**, equipment and as procured and facilitated by **KaBOOM, INC.**

To the fullest extent permitted by California law, CCTS 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, CCTS shall defend the same at CCTS' sole expense. This Agreement is made on the express condition that District shall be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with condition, use or occupancy of KaBOOM Play Structure specifically including, without limitation, any liability for injury to the person or property of the CCTS, 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

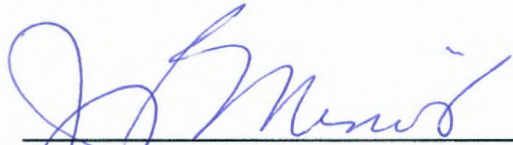
Each individual executing this Play Structure Indemnification on behalf of CCTS represents and warrants that he or she is duly authorized to execute and deliver this **Play Structure Indemnification** on behalf of CCTS as applicable to corporations, in accordance with a duly adopted resolution of CCTS'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

Castlemont Community Transformation Schools (CCTS)

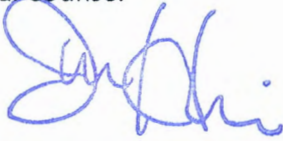


By: (print name) Lisa Haynes, CEO Date: 1.29.16

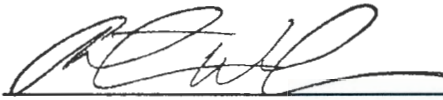
Oakland Unified School District



Jacqueline Minor
General Counsel



James Harris
President, Board of Education



Antwan Wilson
Secretary, Board of Education
Oakland Unified School District

2015 Letter of Permission

Please include the necessary contact information for the authorized signatory and fax this completed letter to 202-659-0210.

January 29, 2016

Dear KaBOOM!,

Subject to the terms of the Play Structure Indemnification Agreement which is attached to this Letter of Permission and incorporated by reference herein, for good and valuable consideration, receipt of which is hereby acknowledged, I am writing to KaBOOM!, Inc. on behalf of the Oakland Unified School District (OUSD) to give permission to Castlemont Community Transformation Schools to build a playground at 8601 MacArthur Blvd Building 300, Oakland 94605 using the following: a supervised volunteer installation, engineered wood fiber safety surfacing (understanding using such surfacing requires the removal of any asphalt or concrete to create a flat dirt surface base), Playworld Systems Inc. equipment.

The Castlemont Community Transformation Schools also agrees to maintain the playground at completion of the Build Day.

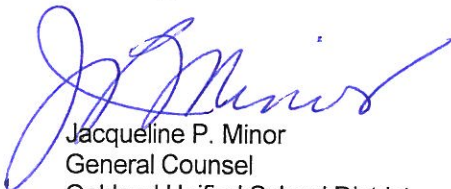
The OUSD will allow the names and logos of the Funding Partner and KaBOOM! on permanent playground signage (a sample can be provided). Playground signage is 12 ¼ inches wide by 30 ¼ inches tall and mounted on poles. The sign will be erected in a mutually agreed upon location and in accordance with OUSD guidelines regarding corporate signage. If OUSD has specific guidelines regarding corporate signage on its property, please attach those guidelines to this Agreement.

OUSD warrants and represents to KaBOOM!, Inc. that it is the sole owner of the land and that KaBOOM!, Inc. does not need to secure permission from any third party in order to build the playground on the land as outlined herein.

OUSD acknowledges that Castlemont Community Transformation Schools is the owner of the playground equipment in its entirety, for the lifetime of the playground equipment, including the equipment and/or safety surfacing purchased by KaBOOM! and/or its funding partners.

If Castlemont Community Transformation Schools is selected, Castlemont Community Transformation Schools has permission to sign the Letter of Agreement that outlines the obligations of the playground project.

Sincerely,



Jacqueline P. Minor
General Counsel
Oakland Unified School District
Jacqueline.minor@ousd.org
510.879.8535