

**Contract Committee Review Request**

**MUST BE COMPLETED IN FULL**

Date: September 1, 2021

Contract/Agreement Vendor: City of Broken Arrow - Nienhuis Park Community Center

Name of Vendor		
<u>Jody Baker</u>		<u>918-259-6550</u>
Contact Person		Phone Number
<u>3201 N. 9th St</u>		
Address		
<u>Broken Arrow</u>	<u>OK</u>	<u>74012</u>
City	State	Zip
<u>jbaker@brokenarrowok.gov</u>		
Email address – if vendor wants the agreement returned via email		

**IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE :**

**W9** \_\_\_\_\_

**And** \_\_\_\_\_

**Vendor Registration**

\_\_\_\_\_

Person Submitting Contract/Agreement for Review: Steve Dunn Athletic Department

Name Site

Reason for Review: (New Agreement, Renewal...): Renewal Agreement

Audience/Group to benefit from Contract/Agreement: Basketball

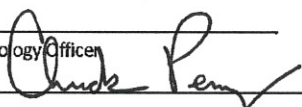
**Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO Karen Steitz**

Principal and Director or Administrator:   
Signature

Does this Contract/Agreement utilize technology? No  Yes

Has it been reviewed by the Chief Technology Officer? No  Yes

If yes, Approved by: \_\_\_\_\_  
(Signature) Ben Stout, Chief Technology Officer

Leadership Team (formally Cabinet Member):   
Signature

Funding Source: N/A

Description OCAS Coding

- Process: PLEASE FOLLOW ALL STEPS
1. The Contract/Agreement is reviewed and approved by site Principal/ Director/Administrator
  2. If Technology related, the Contract/Agreement is reviewed by Ben Stout, Chief Technology Officer
  3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
  4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on \_\_\_\_\_"  
Date of Board Meeting
  5. Attach this form with Contract/Agreement and Board Memo
  6. **The appropriate Leadership Team Member will review and submit to the Contract Committee**
  7. Keep copy for your records

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:30a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Karen Steitz. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

## MEMORANDUM

To: Dr. Janet Vinson

From: Steve Dunn

Date: September 13, 2021

Re: City of Broken Arrow Nienhuis Park Community Gym Use Agreement

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### SUBJECT

Accept and approve the agreement between Broken Arrow Public Schools and the City of Broken Arrow for the use of Nienhuis Park Community Center for basketball practice, September 19 – October 23, 2021. Any additional dates are to be determined and agreed upon by the City and BA Athletics. There is no cost to the District. S. Dunn

### ENCLOSURE/ATTACHMENTS

Agreement/Signature Page

### SUMMARY

The Broken Arrow Public Schools' basketball team will utilize the Nienhuis Park Community Center for the use of their basketball court for practices September 19<sup>th</sup> – October 23, 2021. There will be no cost to the district.

### FUNDING

N/A

### RECOMMENDATION

Approve

**CITY OF BROKEN ARROW PARKS AND RECREATION  
DAILY USE AND RELEASE OF LIABILITY AGREEMENT**

This agreement is entered by and between the City of Broken Arrow, Oklahoma (CITY) and Broken Arrow School District (USER) located at 701 S. Main Street, Broken Arrow, Oklahoma. CITY agrees to allow USER to use the Nienhuis Park Community Center (PREMISES) on the follow day(s) and time only, September 19<sup>th</sup>, 2021 from 1:45pm am to 4:30pm.

This Agreement shall commence on September 19<sup>th</sup>, 2021 at 1:45am and shall expire October 23rd, 2021 at 4:30pm unless terminated earlier in accordance with the terms and conditions of this Agreement. This Agreement does not renew automatically.

USER shall pay the CITY a user fee of \$ zero. No reservations shall be confirmed until this agreement has been signed and all deposits made in full. The deposit may be refunded if, in the sole opinion of CITY, when the USER executes the following:

The PREMISES is restored to the condition in which existed when USER took possession of the PREMISES.

USER arrives and exits the PREMISES within the appropriate duration listed in this agreement, and USER returns all equipment to the appropriate storing location and condition in which existed when USER took possession of equipment.

**USER is liable for the full amount of the DEPOSIT fee if the event is canceled within 14 days of the scheduled event.**

USER may operate a concession facility during its scheduled activities, if space is available, only after obtaining the written permission of the CITY and after obtaining any necessary permits, including food handler's permits, and submitting copies of said permits to the CITY. Food and drink are not allowed in the gymnasiums during sporting events.

USER agrees not to interfere with others' scheduled utilization of the PREMISES.

USER shall exit the PREMISES no later than the time listed above.

CITY retains the right to enter any portion of the PREMISES at any and all times.

USER shall obey all Broken Arrow Parks and Recreation Department rules. Any violations of these rules may result in the immediate termination of this agreement.

USER agrees to take all reasonable precautions to prevent waste, damage or injury to the PREMISES. USER shall promptly reimburse CITY for the cost of parts and labor for any replacement or repair required on the PREMISES as a result of USER'S activities.



The PREMISES, which is the subject of this Agreement, shall remain the property of the City. Such property and any appurtenances thereto cannot be modified or destroyed or altered without the prior, express, written permission of the Parks Director. Neither, may additional appurtenances be built by the USER, without the prior, express, written permission of the Parks Director. Any additions or modifications approved by the City shall become the property of the City upon termination of this agreement unless the City gives express, written permission for the removal of the improvements, in which case, USER shall remove the improvements in a manner approved by the City, and restore remaining City land and improvements to a condition comparable to the condition which existed prior to the removal.

CITY makes no representations or warranties, express or implied, as to the condition of the PREMISES. USER shall inspect the PREMISES immediately prior to and after each use, and shall immediately notify CITY of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of USER or the general public, USER shall not allow individuals to utilize the PREMISES until the defective portion of the PREMISES has been repaired or replaced.

USER shall set up and put away the bleachers, balls, tables, chairs, or any other CITY property utilized. After use of the PREMISES, USER shall clean the PREMISES and the areas surrounding the PREMISES (including, but not limited to the parking lots, sidewalks, and curtilage of the buildings); USER shall pick up all trash and deposit it in dumpsters provided by CITY, and USER shall dry mop and sweep the PREMISES after use. In the event that CITY performs these services, USER agrees to promptly reimburse the CITY'S cost in performing these contractual duties. As partial consideration for this Agreement, USER agrees to indemnify, defend (at CITY'S option), and hold harmless CITY, its employees, officials, agents, representatives and volunteers from and against any and **all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens judgments, cost, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature**, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of USER, USER'S guests, invitees, employees, agents, and volunteers, including but not limited to permitted and non-permitted uses of the PREMISES and any injury or damage that occurs on or about the PREMISES. **Only CITY'S authorized personnel** shall move or remove, place or replace, position or reposition any of the CITY'S equipment located on or upon the PREMISES.

Without limiting the CITY'S right to indemnification, **USER shall obtain** General Liability Insurance covering all premises and operations including, but not limited to one hundred percent (100%) of the replacement cost of the total values of the leased property, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) aggregate. **USER shall include the CITY**, its officials, representatives, agents and employees as **Additional Insured** with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma. USER shall deliver to the CITY an insurance certificate confirming the existence of the insurance required by this

**Agreement three business days prior to the scheduled use. Failure to provide required insurance will result in the cancellation of this Agreement and the forfeiture of USER'S security deposit.**

Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CITY and in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

USER shall promptly notify CITY of any serious injuries (all injuries which require medical treatment).

**USER understands that there are risks and dangers involved in recreational activities, and agrees, on behalf of USER, USER'S guest, invitees, employees, agents, and volunteers, and their respective family and heirs, to accept these risks knowingly and voluntarily, and waives any and all claims, causes of action, or damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages or other losses or damages, against CITY which may arise out of or in connection with any aspect of USER'S activities under this Agreement. I understand that CITY will rely on this statement, that the terms of this agreement are contractual in nature, and are specifically designed to protect the CITY.**

**I HAVE READ THE ABOVE STATEMENT AND I UNDERSTAND IT. I HAVE OBTAINED ANY LEGAL ADVICE I BELIEVE I MAY NEED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.**

**Broken Arrow School District Representative**

Click or tap here to enter NAME

\_\_\_\_\_  
**NAME (PRINTED)**

\_\_\_\_\_  
**SIGNATURE**

Click or tap to enter DATE

\_\_\_\_\_  
**DATE**

**WITNESS:**

Click or tap here to enter WITNESS

\_\_\_\_\_  
**PARKS AND RECREATION DEPARTMENT**