

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING CONTRACT FO USE OF SOUTH SARPY  
SCHOOL DISTRICT #46 SCHOOL BUILDINGS AND GROUNDS

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into an agreement with the South Sarpy School District #46 so the Sheriff's Office may use the school buildings and grounds for training purposes; and,

WHEREAS, entering into the Contract with the South Sarpy School District #46 is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the Contract with the South Sarpy School District #46, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Contract with the South Sarpy School District #46 a copy of which is attached, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 18<sup>th</sup> day of October, 2011.

  
\_\_\_\_\_  
Sarpy County Board Chairman

Attest:  
  
  
\_\_\_\_\_  
County Clerk

**CONTRACT FOR USE OF SCHOOL BUILDINGS AND GROUNDS***South Sarpy School District #46*

This contract for use of district facilities is between Sarpy County School District 77-0046 and (Name and Mailing Address) 1210 Golden Gate Dr. Papillion NE  
68046 - Sarpy County.

To finalize this contract, the party using the facility is required to complete the following forms:

1. Contract for Use of School District Buildings and Grounds \_\_\_\_\_
2. Application for School Building Space \_\_\_\_\_
3. Release and Indemnification Agreement \_\_\_\_\_

Also, at the discretion of building administrators and/or the superintendent's designee, the party using the facility may need to provide proof of insurance and/or an advanced deposit.

Both parties to this contract agree to the following terms

1. The party using the facility or grounds shall be responsible for any liability suit filed by any person(s) who was (were) present in the facility at the time of use.
2. There shall be no alcoholic beverages or drugs permitted in or around the school facility, either prior to, during or immediately following the activity for which the facilities are being used.
3. There shall be no smoking permitted on any district campus.
4. If two different groups use the same facility on a given date, each group shall be considered as an individual party and each shall be responsible for a separate maintenance fee.
5. A \$100 deposit may be required prior to use of the gym to cover either damage or loss of district property or equipment. This deposit will be refunded to each party at the end of the contract period, provided there is no damage or loss. However, any party using the facilities will be held responsible for the total cost of damage or loss, regardless of the activity.
6. Unless otherwise approved, the total fee plus maintenance costs, plus deposit, will be paid to the district, prior to or on the first date of use. A party must provide a complete schedule at that time also.
7. The party using the facilities/grounds shall be responsible to leave the facilities in the same condition that it was when the party arrived. If used, the gym floor is to be swept; all equipment is to be properly placed in the location designated for storage; and any paper or other debris cleaned up.
8. There is to be no one permitted in any other area other than those areas that were requested for use.
9. Equipment that has not been made available to the party under this agreement shall not be used.
10. If any school personnel are needed as part to this contract, it shall be stipulated in the contract, and payment for services is the responsibility of the party requesting facility use.
11. Failure to comply with the above provisions shall result in the cancellation of existing and all future facility use contracts with that party.
12. All arrangements for the use of the building(s) shall be made with the building principal, superintendent or his/her designee.

13. The fees for the use of school district facilities shall be calculated by the Administration, so that the use of those facilities is comparable with charges for similar private facilities, while assuring that the costs of utilities and scheduling are paid. It is the intent of the fee structure that district residents receive a benefit of reduced fees because of their support of the district with property taxes. The fees and maintenance costs for use of school district facilities or grounds are as follows:

Fees

Organizations/Individuals within District 46:	<u>Nonprofit</u>	<u>For Profit</u>
Cafeteria (any building)	\$ 100.00	\$ 200.00
PHS Auditorium	400.00	600.00
Gymnasium (per gym)	150.00	300.00
Stadium (Track, Football field)	300.00	500.00

Organizations/Individuals outside District 46:

High School Cafeteria	\$400.00
Gymnasium (per gym)	600.00
Auditorium	1,000.00
Elementary & Jr. High Gym/Cafeteria	400.00
Stadium (Track, Football field)	1,000.00

*NO FEES  
APPLY*

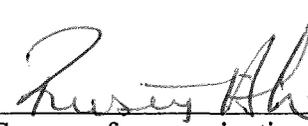
Maintenance/Supervision Costs Not Included In Fees

\$25/hour for weekend supervision and maintenance (required on weekends)

\$25/hour for overtime (during week) (Not all use during week will require overtime)

The stipulations as listed are agreed to by the party requesting facility use and the contracting party agrees to use the facility on the basis outlined in the contract.

  
\_\_\_\_\_  
Principal or designee signature

  
\_\_\_\_\_  
Sponsor for organization requesting facility use

*10-19-2011*  
\_\_\_\_\_  
Date

*10/18/2011*  
\_\_\_\_\_  
Date

**RELEASE AND INDEMNIFICATION AGREEMENT***South Sarpy School District #46*

In consideration of the undersigned being allowed or granted permission to use Sarpy County School District 77-0046 a/k/a South Sarpy School District No. 46 (hereinafter referred to as "South Sarpy School District No. 46") buildings, grounds, facilities or equipment, the undersigned hereby releases and waives any and all claims, demands, causes of action, suits, debts or damages which the undersigned has or which may in the future accrue, for all personal injuries, known or unknown, or injuries or damage to property, caused or arising out of the undersigned's use of South Sarpy School District No. 46 building, grounds, facilities or equipment.

Additionally, in consideration of the undersigned being allowed or granted permission to use South Sarpy School District No. 46 buildings, grounds, facilities or equipment, the undersigned hereby covenants to indemnify and save harmless the South Sarpy School District No. 46 buildings, grounds, facilities or equipment. The undersigned acknowledges that the party using the facility maintains adequate liability insurance and will provide a copy if required.

The undersigned acknowledges and agrees that without executing this Release and Indemnification Agreement permission would not be granted to use South Sarpy School District No. 46 buildings, grounds, facilities or equipment. The undersigned further understands and agrees that this Release shall be binding on the undersigned, and the undersigned's heirs, executors, administrators or assigns, and that by executing this Release and Indemnification Agreement, the undersigned is hereby releasing and agreeing to indemnify South Sarpy School District No. 46, all of its present or future Board members in their individual or official capacities, and all of the school district's employees or agents in their individual or official capacities, and all successors thereto.

South Sarpy School District No. 46 does not sponsor or in any way endorse the views, aims, policies, opinions or content of any speakers, or presenters, or materials disseminated as part of the program of the person or persons or entity allowed access to South Sarpy School District No. 46 facilities, and remains totally neutral with regard thereto.

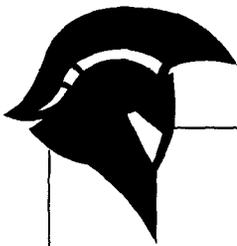
The undersigned acknowledges having read this Agreement, understands the rights which are being waived or released hereby, understands the indemnification obligation assumed hereby, and executes the same voluntarily and with full knowledge of its significance.

DATED this 18<sup>th</sup> day of October, 2011.

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NOTE: THIS DOCUMENT HAS SIGNIFICANT LEGAL RAMIFICATIONS AND SHOULD BE CAREFULLY READ AND UNDERSTOOD. IF THERE ARE ANY QUESTIONS, THE SIGNER OF THIS DOCUMENT SHOULD CONSULT HIS OR HER OWN ATTORNEY.



South Sarpy School District #46  
14801 South 108<sup>th</sup> Street  
Springfield, NE 68059

Angela M. Simpson, Principal  
Steve K. Joekel, Assistant Principal  
Activities Director

October 11, 2011

Board of Commissioners

Sarpy County, Nebraska

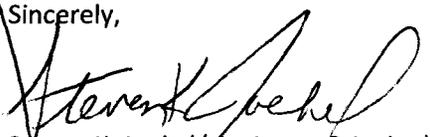
To Whom it May Concern:

Platteview High School of the South Sarpy School District 46 has given approval for the use of the back gym for Sarpy County Sheriff's officer training exercises. The dates for use as per the Contract For Use of School Buildings and Grounds are October 24, 25, 26, & 27, 2011 from approximately 8:00 AM to 4:00 PM daily.

South Sarpy District 46 does require the Contract to be signed and submitted for approval by the School District representatives as well as a Certificate of Liability Insurance, listing South Sarpy District 46 as an "other insured" party, prior to the use of the building or grounds.

South Sarpy District 46 has waived all use fees for the use of the facilities as stated in the Contract .

Sincerely,

  
Steven K. Joekel/Assistant Principal

  
Charles Chevalier/ Superintendent