

City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Reports2

Council to discuss and consider action on the Permission and Indemnity Agreement to place snow fence on Regional West Medical Center property and authorize the Mayor to sign the Agreement.

Staff Contact: Nathan Johnson, City Manager

PERMISSION AND INDEMNITY AGREEMENT

This Permission and Indemnity Agreement ("Agreement") is made on this ____ day of November, 2019 between the City of Scottsbluff, Nebraska, a municipal corporation ("City") and Regional West Medical Center, a Nebraska non-profit corporation ("RWMC").

RECITALS:

- A. The City has requested to place a snow fence on real estate owned by RWMC.
- B. RWMC has given permission to the City to place a snow fence on its real estate as set forth in this Agreement.
- C. The parties have determined this Agreement should be in place to hold harmless and for indemnification in the event of any damage that might occur as the direct result of the placement of a snow fence on real estate owned by RWMC.


AGREEMENT:

- 1. RWMC acknowledges the City is attempting to keep streets sufficiently clear of snow and ice so as to be reasonably safe for travel. As such, the City has requested to use real estate owned by RWMC to place and maintain thereon a snow fence wherever it is deemed necessary in order to prevent snow drifting on the traveled portion of the street. RWMC grants permission to the City to place a snow fence on its real estate as set forth on Exhibit "A" attached hereto and incorporated by this reference ("real estate").
- 2. The City agrees to indemnify, defend and hold RWMC harmless from and against any and all damages, losses, liabilities, obligations, settlement payments, penalties, claims, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever which may be imposed upon, incurred by or inserted against RWMC arising directly from the City's placement of a snow fence on RWMC's real estate.
- 3. Both parties and their agents or representatives shall have the right at any reasonable time, to enter upon RWMC's real estate for the purpose of observing and inspecting the City's snow fence. The purpose of this is to allow the parties to inspect and determine the placement and maintenance of the snow fence. If not removed sooner, City agrees to remove the snow fence from the real estate within ten (10) days written request from RWMC.

This Agreement shall inure to the heirs, personal representatives and successors and assigns of each party.

[SIGNATURE PAGE WILL FOLLOW]

REGIONAL WEST MEDICAL CENTER,
a Nebraska non-profit corporation,

By 
John Mentgen
Its President

Dated: 12/13, 2019

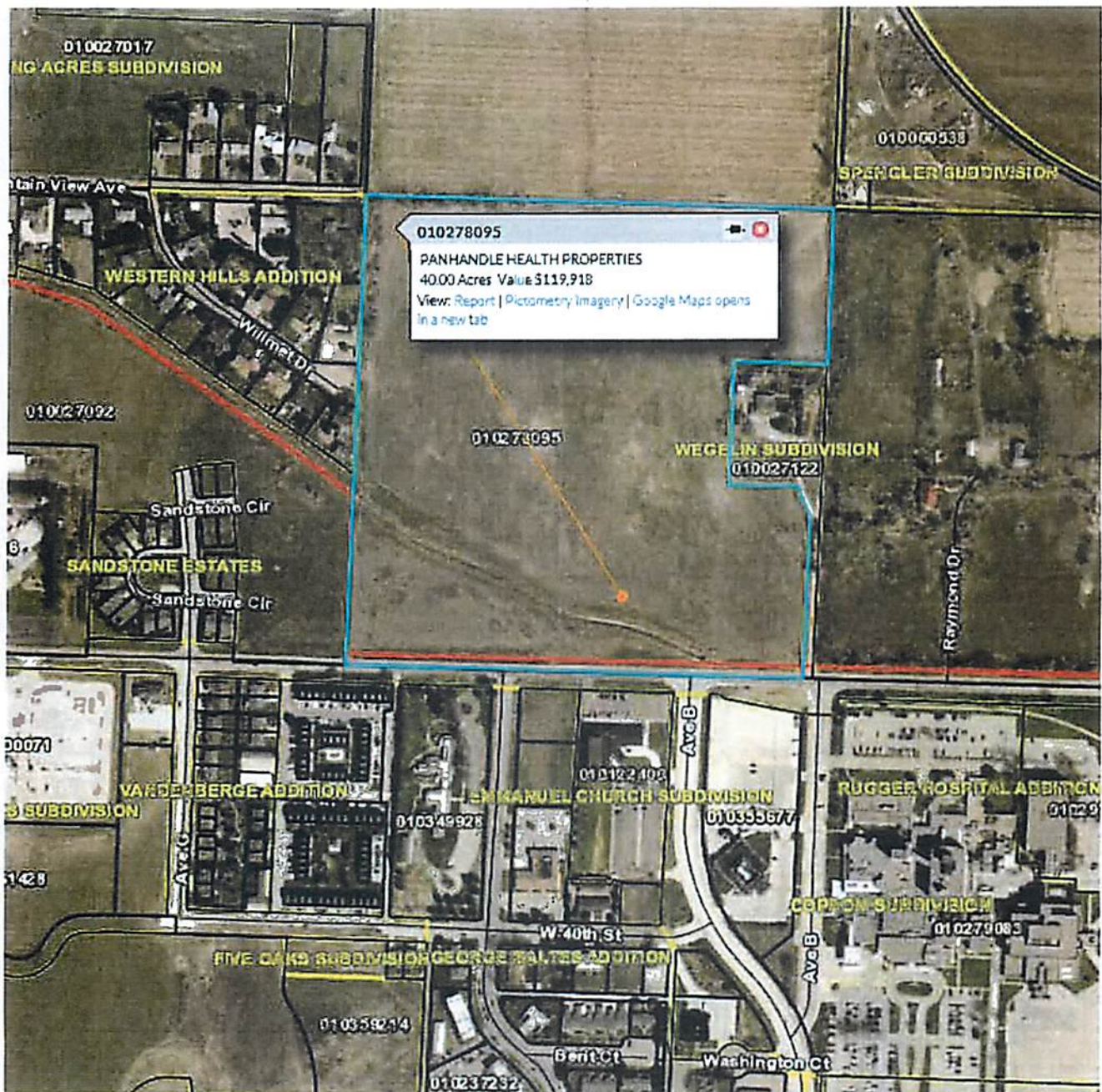
CITY OF SCOTTSBLUFF, NEBRASKA,
a municipal corporation,

By _____
Mayor

Dated: _____, 2019

ATTEST:

City Clerk



Snow Fence installed 40 feet from back-of-sidewalk from the west property line to the east property line of the property surrounded by blue line. Parcel number 010278095 owned by Panhandle Health Properties.

