

State of Idaho

Department of Water Resources

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866

Date: Dec. 5, 2002

To: Max Excell, Superintendent
Shoshone School District #312
PO Box 2D
Shoshone, ID 83352
886-2338
Fax - 886-2038

From: Dayna Ball, Office Specialist
Water Distribution
327-7907
Fax 327-7866
dmball@idwr.state.id.us

6 Pages

*Attn:
Sharon -
I will put this in the
mail tomorrow, but am
faxing the certificates to
you to make sure you
have them as soon as
possible.
Dayna*

Enclosed are the following completed forms you requested:

Application for use of School Facilities (I kept the goldenrod copy here.)
Buildings & Facilities Waiver of Liability and Indemnity Agreement
State of Idaho Certificate of Financial Responsibility (\$500,000)
Marsh USA Certificate of Insurance (additional \$500,000)

I'm also enclosing a copy of the Notice of Hearing we sent to our water users. It contains information about the hearing we will be holding in the School District Board Room at 2:30 on Wed. Dec. 18th. The hearing officers will likely start setting up a half an to an hour before the meeting starts and we expected the hearing to last approximately 2 hours.

Thank you for your assistance. Please contact me if you have any questions.

*** ACTIVITY REPORT ***

TRANSMISSION OK

TX/RX NO.	8398
CONNECTION TEL	88862038ppp809357
CONNECTION ID	
START TIME	12/05 17:15
USAGE TIME	03'10
PAGES	6
RESULT	OK

Ball, Dayna M.

From: Joan Compton [jcompton@adm.state.id.us]
Sent: Thursday, December 05, 2002 8:21 AM
To: dmball@idwr.state.id.us
Subject: cert of ins

Hi Dayna. I'm attaching one of two liability certificates for you to forward to the Shoshone School District for the Board meeting to be held on December 18th. The State's liability limit per the Tort Claims Act is capped at \$500,000. In order to meet the obligations of the contract (\$1 million limit), the State's excess liability carrier will have to issue the next \$500,000 certificate. I will forward it to you via e-mail when I receive it, hopefully today.

Give me a call if you have questions.

Regards,

Joan Compton, Risk Management Analyst
Office of Insurance Management/Risk Management
jcompton@adm.state.id.us
332-1872
334-5315 - fax

CONFIDENTIALITY STATEMENT: This electronic message contains information from the State of Idaho, Department of Administration, Office of Insurance Management, and is confidential or privileged. The information is intended solely for the use of the individual(s) or entity(ies) named above. If you have received this e-mail in error, please notify us immediately by telephone at (208) 332-1872 or by e-mail reply and then immediately delete this message. Thank you.

12/5/2002

State of Idaho
Department of Water Resources
1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866

Date: Dec. 4, 2002

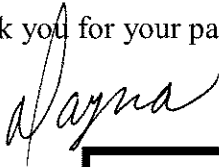
To: Joan Compton
Office of Insurance Management
Boise, Id
332-1872
Fax - 334-5315

From: Dayna Ball
Water Distribution
327-7907
dmball@idwr.state.id.us

Number of pages including cover sheet: 3

Here is the "Contract for Use of Buildings" form from the Shoshone School District to be attached to the Certificate of Liability.

Thank you for your patience as I learn how this whole process works.



Hi Joan -
Unfortunately, I didn't read all the paper work before I faxed the Request for Certificate of Liability Form to you a little bit ago.
It seems that the Shoshone School District requires proof of a minimum of \$1,000,000 coverage from us. I spoke with Ranae Sanders in our Fiscal department and she suggested that you could make the change to add the additional amount of coverage to the form I've already faxed. If this is not correct, and a new form is required, please let me know.

I am also faxing another item over to you that I received from the school district. It is a "Contract for Use of Buildings" and has the information about how much liability coverage they require. It also says that this form should accompany the Certificate of Liability. Please attach a copy of it to the Certificate of Liability that you send to them.

As always, contact me if you have any questions.

Dayna Ball, Office Specialist
327-7907
Fax 327-7866
dmball@idwr.state.id.us

- Copy of e-mail -

State of Idaho


Department of Water Resources

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866

Date: Dec. 4, 2002

To: Joan Compton
Office of Insurance Management
Boise, Id
332-1872
Fax - 334-5315

From: Dayna Ball 
Water Distribution
327-7907
dmball@idwr.state.id.us

Number of pages including cover sheet: 2

The following is a completed Request for Certificate of Liability form. Our office will be holding a public hearing on Wed., Dec. 18th at the Shoshone School District office. They have requested that we provide them with a Certificate of Liability in order to use their facility. The form must reach their office at least 5 days prior to the meeting date.

It may be helpful to the Shoshone School District office to have the certificate faxed and mailed to them. I have provided both the fax number and mailing address for their office.

Please let me know when the certificate has been sent to the school district. Feel free to contact me if you have any questions and thank you in advance for your help with this matter.

E-mail Document to:
Joan Compton (jcompton@adm.state.id.us)
Office of Insurance Management
FAX (208) 334-5315
=====

REQUEST FOR CERTIFICATE OF LIABILITY

Name Of Requesting State Agency: Idaho Dept. of Water Resources

Agency Department: Water Distribution Section of the Water Allocation Bureau

State Personnel Initiating Request: Dayna M. Ball **e-mail User ID:** dmball@idwr.state.id.us

Telephone: 327-7907 **Fax** 327-7866 **Address:** IDWR, PO Box 83720, Boise, ID 83720-0098

Description of activity for which request is initiated: Public Hearing regarding revision of boundaries of Water District No. 130, Thousand Springs Area to include Basin 37.

at: Shoshone Joint School District 312, School Board Meeting Room
409 N Apple, Shoshone, ID

duration: approx. 2 hours.

attendees: approx. 45

Date(s) of Activity: Wed., Dec. 18, 2002 - 2:30 p.m.

Amount of Insurance (if Specified in contract): (State of Idaho's statutory limit is \$500,000 per occurrence) If contract/lease/facility use agreement, etc. requires higher limits, contract must be faxed to Insurance Management for review before verification of coverage is provided to your agency— 334-5315)

Certificate holder: Idaho Department of Water Resources

Certificate holder Address: 1301 N Orchard St., Boise, Id 83706

Additional Insured Endorsement Required? (Would be stipulated in the contract, if any)
(Y/N): No

Additional Insured Endorsement in Favor of: (usually the requesting certificate holder):
N/A

Approved by:



Date Submitted: 12/4/02

Fax/E-mail Certificate to: Fax 208-886-2038 - Max Excell, Superintendent, Shoshone School District

Mail Certificate to: Max Excell, Superintendent, Shoshone School District
PO Box 2D, Shoshone, Id 83352

SHOSHONE JOINT SCHOOL DISTRICT 312

- Community Use Of School Facilities -

Date of Application 11/25/02

The Idaho Department of Water Resources requests permission to use

Shoshone School District Office Board Room and chairs, overhead projector & screen at
(Specify classroom, gym, shop, etc.) (Specify equipment, chairs, etc.)

District office, 409 N. Apple for 3 from 2:00 to 5:00
(Name of School) (No. of Hours) (Exact Time)

on Wed. Dec. 18, 2002 Type of Activity Public Hearing for
(Dates and Days, Mon., Tues., etc.) Expansion of Water Dist. 130

FEE CHARGES:

 \$ _____

 \$ _____

 \$ _____

PERSONNEL COSTS:

Custodian _____ hours at \$ _____ per hour \$ _____
 Cafeteria
 Personnel _____ hours at \$ _____ per hour \$ _____
 Other
 Personnel _____ hours at \$ _____ per hour \$ _____

TOTAL \$ _____

SPECIAL INSTRUCTIONS:

At least five days in advance of a scheduled program, a check to cover the services as stated, should be made to the Board of Education, P.O. Box 2D, Shoshone, Idaho.

We agree to be jointly and severally responsible for any damage to property due to such occupancy other than reasonable wear and tear, and for the strict observance of rules and regulations prescribed by the Board of Education.

School / activity(s) have priority over out-of-school activities.

Wayna M Ball (Wayna M. Ball) 1301 N. Orchard Boise Id 83706 208-327-7907
 Signature of Applicant Address Phone No.

T. J. Lube 11 208-327-7864
 Signature of Applicant Address Phone No.

RECOMMENDED: APPROVAL _____ DISAPPROVAL _____

Signature Title Date

KF-E (2)

**CONTRACT FOR USE OF BUILDINGS
SHOSHONE SCHOOL DISTRICT #312**

**BUILDINGS AND FACILITIES WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

**READ THIS DOCUMENT CAREFULLY – BY SIGNING THIS AGREEMENT, YOU
GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES:**

Tim LUKE, an agent or officer, acting for and on behalf of

Idaho Department Water Resources

(Organization)

for and in consideration of the use of the facilities of Shoshone School District #312 located in Shoshone, Idaho do by this agreement agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, and persons acting on behalf of the School District, including elected or appointed officials, and persons acting on behalf of the School District in any official capacity, temporarily or permanently in the service of the School District, whether with or without compensation, from any and all manner of action or actions, cause or causes of actions, suits, injuries, or any other claim or demands arising out of the use of any facility of Shoshone School District #312.

THE UNDERSIGNED FURTHER AGREES:

1. To indemnify and hold harmless the School District, its agents employees and assigns from all manner, action or actions, cause or cause of actions, suits, injuries or any other claims or demands that may arise from any act or omission by an employee, agent, representative or any person acting for or on behalf of said School District concerning any claim, cause of action, suit, injury or demand arising out of the organization's use of the facilities of said School District.
2. To provide the School District with proof of insurance in the form of a Certificate of Insurance. The Certificate of Insurance must show a minimum limit of liability coverage of \$ 1,000,000 per occurrence. The Certificate of Insurance must also evidence coverage for this agreement in the form of Blanket Contractual Coverage or name the School District as an Additional Insured. **A copy of the Certificate of insurance must be attached to this agreement prior to using or occupying the premises.**

(Over)

CONTRACT FOR USE OF BUILDINGS – Page 2

3. Neither the undersigned nor the organization which it represents, shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of the School District.
4. To immediately notify the School District of any conduct or circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
5. To reimburse the School District for any damages or losses caused by the organization's use of the school facilities and agrees to promptly pay for said damages.
6. To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the School District if said waiver of liability is required by the School District.
7. In the event the School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the School District for all legal expenses and costs reasonably incurred.
8. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
9. This agreement shall be governed by the laws of the State of Idaho.
10. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties to this agreement.

DATED this 3 day of December 2002 at Borise, Idaho.

School Official Representing
Shoshone School District #312



Signature of Person Responsible Organization

CERTIFICATE OF INSURANCE

Cert #
ISSUE DATE (MM/DD/YY)
12/05/2002

PRODUCER

Marsh USA Inc.
111 SW Columbia Suite 500
Portland, OR 97201
(503) 248-6400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A State of Idaho Retained Risk Document as Reinsured by American Re-Insurance Company

COMPANY LETTER B

INSURED

State of Idaho
PO Box 83720
Boise, ID 83720-0079

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> <input type="checkbox"/>				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	9368492	07/01/02	07/01/03	EACH OCCURRENCE \$ 500,000 AGGREGATE \$ 500,000
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

AS RESPECTS TO IDAHO DEPARTMENT OF WATER RESOURCES PUBLIC HEARING REGARDING REVISION OF BOUNDARIES OF WATER DISTRICT NO. 130, THOUSAND SPRINGS AREA TO INCLUDE BASIN 37. LIMITS ARE EXCESS OF \$500,000 SIR FUND.

CERTIFICATE HOLDER

SHOSHONE SCHOOL DISTRICT #312
409 N. APPLE STREET
SHOSHONE, ID 83352

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE SIGNATURE



Marsh USA Inc.

STATE OF IDAHO
CERTIFICATE OF FINANCIAL RESPONSIBILITY

Endorsement No. 28 FY2003

The State of Idaho and its departments and agencies are self-insured for their public liability exposures. The State of Idaho has created The Retained Risk Account, administered by the Office of Insurance Management (Idaho Code § 67-5776), as a means for payment of losses not otherwise insured and suffered by the state as to property and risks which at the time of loss were eligible for such payment. The Retained Risk Account is governed by eligibility guidelines for coverage pursuant to Idaho Code § 67-2776 (1). Self-insurance is not insurance.

NAME OF AGENCY:

STATE OF IDAHO- Idaho Dept. of Water Resources
% Office of Insurance Management/Risk Management
P.O. Box 83720
Boise, ID 83720-0079

CERTIFICATE HOLDER:

Shoshone School District #312
409 N. Apple
Shoshone, Idaho

DESCRIPTION OF COVERED OPERATION:

As of the date hereof, the State of Idaho's Retained Risk Account established under Idaho Code § 67-5776, is funded and in effect subject to limitation on liability of the Idaho Tort Claims act (6-901 et seq.) including without limitation, I.C. 6-926, on behalf of the Agency named above to provide for payment of losses, within the "Retained Risk Account Coverage" described below, arising from negligence of the State of Idaho/Idaho Correctional Industries as respects to use of Shoshone School District facilities by Idaho Dept. of Water Resources for School Board meeting on December 18, 2002. The above named **CERTIFICATE HOLDER**, shall be additionally protected under the State of Idaho's Retained Risk Liability Account for claims arising out of any such negligence of the State of Idaho/agency, up to but not in excess of the limits of the State of Idaho's liability under the Tort Claims Act.

TYPE OF COVERAGE	INDEMNIFICATION PROVIDED BY	EFFECTIVE DATES OF CERTIFICATE	LIMITS OF LIABILITY
			EACH OCCURRENCE
Comprehensive General Liability For: Bodily Injury, including Personal Injury, Error & Omission and Medical Malpractice, if applicable Property Damage If Applicable:	State of Idaho Retained Risk Fund	12/18/02	\$ 500,000
Comprehensive Auto Liability For: Bodily Injury and Property Damage	State of Idaho Retained Risk Fund		

12/05/02

DATE ISSUED



AUTHORIZED REPRESENTATIVE

In the event of any material change in this program, the Bureau of Risk Management will give 30 days' written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation upon the State of Idaho and the Office of Insurance Management,