



FLOYD COUNTY BOARD OF EDUCATION

Danny Adkins, Superintendent

106 North Front Avenue

Prestonsburg, Kentucky 41653

Telephone (606) 886-2354 Fax (606) 886-4550

www.floyd.kyschools.us

Sherry Robinson- Chair - District 5
William Newsome, Jr., Vice-Chair - District 3
Linda C. Gearheart, Member - District 1
Dr. Chandra Varia, Member- District 2
Rhonda Meade, Member - District 4

Action/Discussion Item: Allow history mobile to be placed at Prestonsburg High School on February 14, 2020 and Floyd Central High School on February 7, 2020 to be viewed by fans before their basketball games.

Applicable Statutes or Regulations: BOE Policy 0.11 Powers and Duties of the Local Board of Education.

Background and major Policy Implications: History Mobile will be viewed at various gymnasiums throughout the state during the 2019-2020 basketball season. This action will allow Floyd County citizens two opportunities to view the exhibit at no cost.

Fiscal Budgetary Impact: None

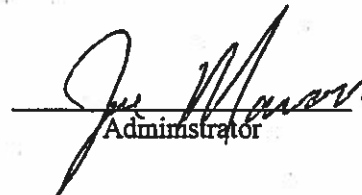
Alternatives: None proposed.

Recommended Action: Approve contract to allow History Mobile to be viewed by fans before Floyd Central and Prestonsburg basketball games.

Contact Person: Joe Marson, Transportation Director
606.285.9443

Date: December 20, 2019


Superintendent


Administrator

HISTORYMOBILE TRAVELLING EXHIBITION AGREEMENT

The Kentucky Historical Society (hereinafter referred to as "KHS") will provide the HistoryMobile Travelling Exhibition (hereinafter the "Exhibition") under the conditions stipulated in this agreement:

PRE-VISIT CHECKLIST SUMMARY:

Needs from the Hosting Organization:

- ☐ Signed visit agreement due 30 days prior to the scheduled visit date.
- ☐ Name and number of contact for day of visit.
- ☐ Space for HistoryMobile to be parked during visit, on a paved, level surface with a space of at least 80 feet by 20 feet and 14 feet in height.

KHS provides for the Hosting Organization:

1. Printable poster and marketing materials
2. Transportation to and from host organization and all work involved with exhibit set up and take down.
3. Exhibit staff

AGREEMENT TABLE OF CONTENTS:

1. Parties To This Agreement
2. Logistics
 - a. Location and hours of operation
 - b. Transportation
 - c. **Space Requirements: Host Organization**
 - d. Exhibition Set-up and Electrical Requirements
3. Exhibition Fee
4. Exhibition Entrance Fees
5. Permits
6. Marketing and Publicity
7. Staffing the HistoryMobile
8. Merchandise Sales
9. Cancellation
10. Liability
11. Jurisdiction
12. Indemnification
13. Signature

1. PARTIES TO THIS AGREEMENT:

This agreement is between the following organizations for booking the KHS HistoryMobile Traveling Exhibition, including its units and components and is validly executed between the following parties:

**The Kentucky Historical Society,
An Agency of the Tourism, Arts, & Heritage Cabinet
of the Commonwealth of Kentucky**

and

Floyd Central High School

Host Organization (hereinafter referred to as "Host Organization")

2. LOGISTICS:

- a. **Location and hours of operation:** It is hereby agreed between the parties to position, operate, and display the Exhibition at the following location(s), date(s), and time(s). Once the agreement is signed, the hours of operation will not be changed without written agreement.

651 Ky Route 680 W	Eastern	Kentucky	41622
(Street Address)	(City)	(State)	(Zip)
February 7, 2020	4:00 P.M. – 8:00 P.M.		
(Date)	(Hours of Exhibit Operation)		

Transportation: KHS agrees to transport the HistoryMobile to and from the location listed in part 2(a) above.

- b. **Space Requirements:** *Host Organization* agrees to provide a paved, level surface for the HistoryMobile measuring 80 feet by 20 feet with 14 feet overhead clearance.
- c. **Exhibition Set-up and Electrical Requirements:** An onboard generator will be used to power the HistoryMobile. For visits over three days, hard wiring is necessary. In this case, the Host Organization agrees to provide a licensed, insured electrician at the Host Organization's expense, to connect and disconnect the electricity for the HistoryMobile, which requires a 208/220-volt, 60-amp, single-phase electrical source. KHS staff will conduct all additional duties to set-up the HistoryMobile Exhibition for public access.

3. EXHIBITION FEE AND DEPOSIT:

Host organization agrees to pay an exhibition fee of **\$0** to KHS

(payable to "Kentucky Historical Society").

Host Organization agrees to pay the exhibition fee to KHS (payable to "Kentucky Historical Society") due upon the signing of this agreement. The signed agreement and fee are due 30 days prior to the scheduled exhibition of the HistoryMobile. Fee may be non-refundable according to the cancellation schedule in Section 10 of this agreement.

4. EXHIBITION ENTRANCE FEES:

No fees can be charged to HistoryMobile visitors.

5. PERMITS:

The Parties hereby agree that the Host Organization is responsible for obtaining all special event permits and paying any fees that may be required by city, state, or local officials in preparation for the Exhibition.

6. MARKETING AND PUBLICITY:

Host Organization must use the following credit line on all promotions for the HistoryMobile Exhibition:

"100 Years of Kentucky High School Basketball," is a HistoryMobile exhibition developed by the Kentucky Historical Society and in coordination with the Kentucky High School Basketball Hall of Fame. Visit us online at www.history.ky.gov and khsbhf.com."

7. STAFFING THE HISTORYMOBILE:

KHS will provide staff to monitor the visitor experience for the hours of operation listed in Section 2 of this agreement. On-site volunteers provided by the Host Organization are encouraged to engage visitor and faculty interaction.

8. MERCHANDISE SALES:

KHS reserves the right to conduct merchandise sales and place additional advertisements within and around the HistoryMobile Exhibition space as listed in part 2(c) of this agreement. KHS reserves the right to retain all proceeds from the sale of any merchandise.

9. CANCELLATION:

Cancellation by Host Organization: Host Organization must promptly notify KHS in writing of any need to cancel this contract. Upon cancellation, Host Organization shall be responsible for an amount equal to the following schedule:

- If notice of cancellation is received more than 30 days prior to the scheduled exhibition of the HistoryMobile, Host Organization is entitled to full reimbursement of the fee as recorded in Section 3 of this contract.
- If notice of cancellation is received less than 30 days prior to the scheduled exhibition of the HistoryMobile, Host Organization must forfeit the entire fee as described in Section 3 of this contract.

Cancellation by KHS: KHS reserves the right to cancel a booking at any time if host organization breaches the terms of this agreement. KHS reserves the right to cancel any

and all HistoryMobile exhibitions at any time at its sole discretion. In the event that KHS initiates cancellation of a HistoryMobile booking, KHS shall not be held responsible for any costs incurred by host organization in preparation for the exhibition or lost income in the event the booking is cancelled (in whole or in part).

Cancellation due to Weather: If the Host Organization's event is cancelled or postponed due to adverse weather advise KHS by phone immediately. KHS will try to reschedule the HistoryMobile if the game is rescheduled, but cannot guarantee attendance. KHS will cancel the HistoryMobile due to adverse weather if it is unsafe to travel to the site.

10. LIABILITY:

Host Organization agrees to obtain and maintain in full force and effect commercial and general liability insurance for bodily injury and property damage, in an amount not less than Two Million Dollars (\$2,000,000.00). An umbrella policy is sufficient to meet these limits. Coverage shall include premises operations liability, personal injury and advertising liability, independent contractor's liability, contractual liability, and products and completed operations liability. Coverage shall be in effect from the time the Host Organization receives the Exhibition until it leaves the Host Organization's institution. Such insurance shall cover all persons including employees, independent contractors, KHS exhibit representatives, and visitors to the Exhibition at the Host Organization's institution. Any deductible in connection with claims under such insurance must be paid by the Host Organization.

The insurance must also provide (i) that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to KHS; (ii) that the Commonwealth of Kentucky and/or KHS is named as an additional insured on the policy; (iii) that KHS will not be responsible for any premiums or assessments on the policy and (iv) that a waiver of subrogation applies in favor of KHS. The Host Organization must send KHS a certificate of liability insurance verifying the above coverage before the Exhibition is received.

Proof of insurance must be provided to KHS at least five (5) days in advance. Contact KHS with any questions.

11. JURISDICTION:

The Parties hereby agree that this agreement has been executed under and shall be governed in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of said agreement shall be filed with the Franklin County Circuit Court of the Commonwealth of Kentucky.

12. INDEMNIFICATION: To the extent allowable by law, the host Organization agrees to hold harmless the Commonwealth of Kentucky, the Kentucky Historical Society, and their agents, officers, and employees from any and all claims, demands, damages, actions, and costs to which the Host Organization or the Kentucky Historical Society may have to pay, by reason of injury to any person or property, or loss of life or property, resulting from or in any way connected with the Host Organization's agreement to this agreement, an activity, condition or event arising out of the performance of this agreement, preparation for performance, and nonperformance of any provision of this agreement.

Likewise, and notwithstanding any other provision of this agreement, any and all liability claims against the Commonwealth of Kentucky or KHS shall be brought in accordance with KRS chapter 49A. No clause or part of this Agreement shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under Kentucky Constitution, Section 231 and the United States Constitution, Eleventh Amendment.

We the undersigned agree to present the Exhibition in accordance with the terms outlined in this agreement. This agreement, when signed by both parties, constitutes a binding agreement between KHS and the Host Organization and is subject to the terms and conditions as stated. No changes in the terms of this agreement may be made without express written consent of both parties.

By affixing signatures below, the Parties agree that electronic approvals may serve as electronic signatures. In addition, the Parties verify that they are authorized to bind this agreement between Parties and that they accept the terms of this agreement.

For the mutual promises herein, the parties hereto have executed this agreement as of the day and year indicated below.

UNDERSTOOD AND AGREED TO BY:

Danny Adkins

Authorized Representative of Host Organization

1-3-20

Date

Printed Name: Danny Adkins

Name of Organization: Floyd County Schools

Address: 442 KY RT 550

City, State, & Zip Code: Eastern, KY 41622

Phone Number: 606-886-2354

Email Address: danny.adkins@floyd.kyschools.us

Authorizing Official of the Kentucky Historical Society

Date

Printed Name: _____

100 West Broadway
Frankfort, Kentucky 40601
Phone Number: 502-564-1792



Email Address: Scott.Alvey@ky.gov

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825 Blackcat Blvd.	Prestonsburg	Kentucky	41653
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(Street Address)	(City)	(State)	(Zip)
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February 14, 2020

5:00 – 8:00 P.M.

(Date)

(Hours of Exhibit Operation)

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Danny Adkins

Authorized Representative of Host Organization

1-3-28

Date

Printed Name: Danny Adkins

Name of Organization: Floyd County Schools

Address: 442 KY RT 550

City, State, & Zip Code: Eastern, KY 41622

Phone Number: 606-886-2354

Email Address: danny.adkins@floyd.kyschools.us

Authorizing Official of the Kentucky Historical Society

Date

Printed Name: _____

100 West Broadway
Frankfort, Kentucky 40601
Phone Number: 502-564-1792

Email Address: Scott.Alvey@ky.gov