KCSD
Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:
May 21, 2021

AGENDA ITEM (ACTION ITEM):
Consider/Approve Contract with Northern Kentucky University and Kenton County School District to rent pool lanes for 2021-2022 KHSAA swim season.

APPLICABLE BOARD POLICY:
01.1 Legal Status of Board

HISTORY/BACKGROUND:
Due to Scott High School Natatorium renovation the Simon Kenton High School swim team will rent the Northern Kentucky University pool to practice and compete. The team will utilize 4 lanes for 1 hour once a week from October 1, 2021 to February 24, 2022.

FISCAL/BUDGETARY IMPACT:
Lap Lanes - $12 per lane / per hour

RECOMMENDATION:
Approval to Contract with Northern Kentucky University and Kenton County School District to rent pool lanes for 2021-2022 KHSAA swim season.

CONTACT PERSON:
Matt Wilhoite

Principal/Administrator	*District Administrator*	*Superintendent*

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

NORTHERN KENTUCKY UNIVERSITY
USE AGREEMENT FOR CAMPUS FACILITIES

THIS AGREEMENT made and entered into on this day and year May 20, 2021, between Kenton County Schools for Simon Kenton Swim Team (User) and Northern Kentucky University (University). Both collectively referred to as the "Parties."

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1) **DATE, TIME AND PURPOSE OF USE**
User hereby agrees to lease and utilize the facilities/equipment/services from University on the dates and times, and for the activity and purposes, for the rental and other payments determined, subject to terms and conditions incorporated herein.

ORGANIZATION:	Simon Kenton (Swim Team)
CONTACT NAME:	Sandy Arnold
EMAIL:	sandra.arnold@kenton.kyschools.us
DATE(S) OF FUNCTION:	see section 4
TIME(S) OF RESERVATION:	see section 4
FACILITY:	Campus Recreation Lap Lane Pool
PURPOSE OF RESERVATION:	Swim Practice
AGREEMENT DUE DATE:	**Monday, June 14, 2021**
PARKING PASS ORDER DUE:	**Thursday, September 16, 2021**

2) **CONDITION OF FACILITIES**
User agrees that they have inspected the premises and facilities and accepts them in their present condition, will not alter or change the facilities without written approval of the University, and that the premises will be returned in the same condition as received by the User.

3) **UNIVERSITY BUSINESS**
User understands that other activities may be conducted on the University campus by the University or other users during the above time period. However, the University agrees that it shall use its best efforts to schedule such other activities so as not to unreasonably interfere with User's activities. User agrees that its activities will not unreasonably interfere with the primary purposes of University business. Should User's activities interfere with the primary purposes of University business, User may be asked to immediately vacate the premises and will forfeit reservation fees.

4) **COST OF FACILITIES**
Additional fees will apply for additional equipment, items, resources, or services ordered.

All applicable sales tax will be listed on the final invoice.

A. CONFERENCE ADMINISTRATION FEE
$57.00 per group per contract

B. AQUATICS SPACE:
Lap Lanes - $12 per lane / per hour

October 1, 2021 – February 24, 2022

Thursdays 9:00pm – 10:00pm (4 lanes)

Staffing is charged at a rate of $30.00 per hour (if practice is not during normal business hours)

Additional fees may apply for additional equipment, items, resources, or services ordered. The cost of a pull buoy and kickboard is $5 per pair.

C. PARKING FEES & ASSIGNMENT

Simon Kenton Swim Team has the option to purchase yearly parking passes at **$37.00 per vehicle** or park in the Kenton Parking Garage at the daily rate.

Ms. Arnold to provide Conference Management with the number of passes needed by Thursday, September 16, 2021. Conference Management will need the following information on for each parking pass ordered:

1. Name for Issued Pass
2. License Plate Number
3. State of License Plate
4. Vehicle Make & Model
5. Vehicle Color

All visitors not parked in assigned visitor parking area will receive Parking Citations and all fines will be enforced.
If you need afterhours parking assistance: call 859-572-5505.

5) DEPOSIT *not necessary for this contract*

With the return of this signed agreement on or before the agreement due date (section 1), User shall ~~pay the University a non-refundable sum listed in section 1 to~~ confirm the initial reservation. Balance will be invoiced after the date said User shall occupy the facilities unless other arrangements are made with the Office of Conference Management.

6) CANCELLATION

If the User cancels this agreement 60 days before the date of the function, as it appears on the front of this agreement, the User shall be liable for direct cost incurred by the University specifically in preparation to fulfill this agreement. This cost will be computed to be equal to or greater than the non-refundable deposit. No shows will be charged as contracted. Cancellation less than the 60 day limit may result in a charge for lost business opportunity computed to be fifty percent (50%) of total projected charges.

7) PAYMENT

Unless otherwise provided herein, the User shall be billed the remaining balance for all facilities, equipment, and services after the completion of the facilities use, and all payments are due upon such billing. If payment is not received within thirty (30) days of billing, a five percent (5%) fee will be added to the total amount due. After 60 days, eight percent (8%) of outstanding amount will be charged. After 90 days, ten percent (10%) of outstanding amount will be charged monthly until paid. If payment is not made when due, any waived or reduced fees may be reinstated and charges will be added on the late fee invoice. Please submit payment as instructed in order to avoid late fees or additional processing fees. Other arrangements must be made with the Office of Conference Management prior to your arrival.

8) **COMPLIANCE WITH APPLICABLE LAWS AND UNIVERSITY POLICY**

User shall comply with all applicable local, state and federal laws, ordinances and regulations. User shall comply with all policies, procedures, regulations and guidelines prescribed by the University for the use of facilities/equipment/services. Failure to comply with these regulations may result in forfeiture of the privilege of using University facilities and services and termination of this agreement. Applicable University regulations include but are not limited to the following:

A. Firearms, weapons, ammunition, fireworks, explosives and highly flammable materials are not allowed within the buildings or on the grounds.

B. Ticket sales, admission charge, or any other forms of monetary exchange to obtain entrance into any part of, or all, of said event is prohibited on the University premises unless otherwise authorized by the Office of Conference Management. Gambling or solicitation in any form is not permitted.

C. Tobacco-free Campus.
Tobacco products are prohibited in all interior/exterior building space, outside ground areas, walkways and parking structures, indoor/outdoor athletic facilities, and vehicles. Prohibited products include, but are not limited to, cigarettes, cigars, pipes, hookah-smoked products, and oral tobacco such as spit/spitless, smokeless, chew, and snuff products. Products that contain tobacco flavoring or simulate tobacco use, such as electronic cigarettes, are also prohibited.

D. Use of University facilities will not be authorized for (a) activities charging admissions or otherwise raising money, including theatrical and other types of entertainment, (b) on going meetings for local service clubs, churches, lodges and other groups except for purposes of temporary emergency assistance. Variances from this policy will be granted at the discretion of the Office of Conference Management.

E. Affirmative Action Policy
It is the policy of Northern Kentucky University not to discriminate in its educational policies and/or conference programming on the basis of race, color, age, religion, national origin, sex, sexual orientation, physical or mental disabilities, or status as a disabled veteran or veteran of the Vietnam Era. This policy is in compliance with state and federal guidelines and is enforced as a matter of philosophy of the University.

F. Americans with Disabilities Act
Northern Kentucky University represents that it is in compliance with the applicable sections of the Americans with Disabilities Act as amended (hereafter "ADA"). The facilities and services will be appropriately accessible to persons with disabilities. Northern Kentucky University agrees to hold harmless the User, its officers, directors, employees and agents from and against any claims resulting from Northern Kentucky University's failure to comply with ADA standards for access to its premises and services. The User agrees to hold harmless Northern Kentucky University, its officers, directors, employees, and agents from and against any claims resulting from the Users failure to comply with ADA standards for access to its programs and services.

9) Facilities occupied by User shall, at all times, be under control of the University and designated personnel from the University shall have right to enter said facilities on official University matters at any time when deemed necessary by the University or its designated agents and employees.

10) If, prior to the use date(s) provided for herein, the facilities/equipment are destroyed or damaged by fire or other casualty or become unavailable or unusable because of a cause beyond reasonable control of the University, then the University may elect to terminate this Agreement and return User's deposit and have no further obligation whatsoever hereunder.

11) If any required deposit or sum, is not paid promptly when due, or in the event the User shall violate any of the terms of the Agreement, User shall be required to vacate the premises, and the University shall retain all sums received prior to such termination. Early termination of this agreement shall not relieve User of any and all liabilities prior to User vacating the premises.

12) EMERGENCY ASSISTANCE

If you require emergency assistance while on our campus, you can contact our Northern Kentucky University Police Department at 572-7777 or 7777 from any house phone. If by chance you arrive in the evening or on a weekend and your room is locked; please call 572-5500 and be prepared to present this signed contract to the University representative who arrives to unlock your room. Our Severe Weather Policy can be viewed at https://inside.nku.edu/safety/emergencymanagement/guide/weather.htm, and on Sunday call 859-572-5500.

13) FOOD SERVICE

User agrees to arrange for any food and beverage service on campus only through approved University Food Service vendor(s) who will issue separate contracts and invoices. Food and beverages may not be sold or distributed in campus facilities without prior written approval from the University. Arrangements for meals should be made directly with the campus Food Service Department or his/her appointee at the University at 859-572-7782 or email Sara.Trauth@compass-usa.com. Additional information is available at Northern Class Catering. The Food Service Department has the first right of refusal of service before an alternate service may be considered.

14) INSURANCE

A. User, at its own expense, shall maintain in full force and effect during the program dates specified herein, the following insurance policy(s), which shall be endorsed as needed to provide that the coverage afforded by the policy(s) is primary and that insurance and/or self-insurance that may be available to Northern Kentucky University is strictly excess and secondary and shall not contribute in any way with the user's insurance. The policy(s) must be written by a good and solvent insurance carrier(s) licensed to do business in the Commonwealth of Kentucky. Said policy(s) shall be endorsed to name Northern Kentucky University, its directors, officers, employees, agents, representatives, and volunteers as "additional insured".

   General Liability Insurance – A policy of General Liability Insurance insuring against claims of bodily injury, death, and/or property damage with a combined single limit of not less than One Million Dollars ($1,000,000.00).

B. A "Certificate of Insurance" (obtained from the user's insurance agent) shall be provided to Northern Kentucky University, with an original signature of an authorized insurance company representative, and shall provide for at least ten (10) days notice of change in coverage or cancellation. University representatives must receive the certificate thirty (30) days prior to the start of the use provided for herein.

C. Failure of the user to obtain or maintain insurance coverage, or failure to submit the

certificate to Northern Kentucky University as outlined above will not relieve the user of the obligations specified in this agreement. In the event insurance coverage has not been obtained or maintained by the user, the responsibility for defense of and/or payment of any claims(s) for damages or expenses intended to be covered by the insurance shall become the responsibility of the user.

15) INDEMNITY AND DAMAGES

A. User agrees that all participants and/or members of the audience are under the direct and complete control of the User. As such, the User is liable for all damages resulting from participant utilization of the facilities and services provided by the University. User will reimburse the University for All Damages to facilities and services of the University resulting from the use of said facilities and services.

B. User shall indemnify and hold harmless the University, its officers and employees, against any and all claims for loss, injury or damage to persons or property arising out of activities conducted by the User or its guests on University premises. The University assumes no liability whatsoever for any property placed by the User in University buildings or on University properties.

C. Northern Kentucky University requires that you provide insurance for all participants. As a state-supported educational institution, NKU is immune from liability for injury to individuals or damage to goods. Nevertheless, a limited state waiver of immunity exists under K.R.S. 44.070, which allows for filing of claims of negligence with the Kentucky Board of Claims in the event of negligence on the part of an agency of the state.

16) ASSIGNMENT

User may not assign or in any way transfer its rights under this Agreement to any other parties. Nothing in this Agreement shall imply any partnership, joint venture, or other association between the University and the User. The User shall have sole responsibility for the content and the conduct of its activities on the University campus. The University's name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval of the University.

17) FORCE MAJEURE

Notwithstanding anything contained in this Agreement, neither Party shall be liable to the other for any failure to perform or any delay in the performance of any of its obligations herein, where such failure or delay is caused by war, rebellion, civil disturbance, earthquake, fire, flood, strike, pandemic, epidemic, public health emergency, labor unrest or strikes, acts of Government body, acts of public enemy, acts of God, or such other cause as is beyond the reasonable control of the defaulting or delaying Party (and which is not caused by the act or omission of the Party claiming force majeure) ("Force Majeure Events"), provided however that the defaulting or delaying Party shall give prompt notice of the Force Majeure Event to the other Party. Upon one Party providing such notice, the Parties shall discuss the situation and attempt to determine the likely impact on performance under this Agreement, including likely delay in performance of obligations. In the event a Force Majeure occurs that substantially impact or delays

performance, the parties agree that either party may terminate the agreement. In the event of such termination due to Force Majeure event, the parties agree that neither party shall be liable to the other for any further funds, claims, or obligations, and any deposits paid shall be returned.

18) ADDITIONS AND DELETIONS

Any additional facilities and/or services not specified in this agreement are subject to additional charges and must be approved by both parties prior to incurring the additional charges. Any deletions from this agreement must be initialed and dated by both parties. All documents must be signed and initialed by the same.

19) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, arrangements and understandings relating to the use of campus facilities.

20) This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above referenced.

USER: Kenton County Schools for Simon Kenton Swim Team

Signed: _____

Date: _____

User has also received a copy of the following and agrees to terms stated within:
Please initial.

CRC Pool & Swim Team Policies _____ (Exhibit A)

UNIVERSITY:

Sarah Aikman
Student Union Director
Northern Kentucky University

Leah A. Koch
Assistant Director for Conference Management
Northern Kentucky University