

Kenyon County School District | It's about ALL kids.

# Issue Paper

**DATE:**

May 20, 2021

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Boone County Water Rescue for use of Scott High School Pool.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Boone County Water Rescue is a division of Boone County Emergency Management and is available 24/7 to all governmental agencies. The group consists of volunteers who need training for water rescue activity.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with Boone County Water Rescue and Scott High School for use of pool.

**CONTACT PERSON:**

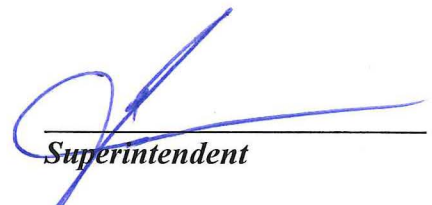
Matt Wilhoite

A handwritten signature in black ink, appearing to read 'M Wilhoite'.

Principal/Administrator

A handwritten signature in pink ink, appearing to read 'Sharon Hanes'.

District Administrator

A handwritten signature in blue ink, appearing to read 'J. [unclear]'.

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.

Facility Use Contract

This agreement made by and between the Kenton County Board of Education, the school principal, and the Superintendent/designee authorized so to act by direction of the Board of Education and Boone County Water Rescue hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 61-1054867

Category of user (1-5) 3 (Final determination of category is made by Superintendent/designee).

## WITNESSETH:

The school principal does hereby agree to permit user to utilize certain school facilities more particularly described as follows: Scott High School Pool

Sunday June 27 & Sunday July 18 10AM-2PM

at the following times and dates: \_\_\_\_\_ subject to the following terms and conditions:

1. School facilities shall not be utilized by any outside group prior to ninety (90) minutes after the end of the school day at this campus.
2. The school property identified above may be utilized by the user as a permittee at will on the condition that all terms and conditions as hereinafter set out are complied with and any other terms and conditions specified by the Principal. Any violation of such terms and conditions may result in immediate termination of the Use Agreement and/or liability of the user. The utilization of the premises by the user is a privilege extended to the user by the Board of Education and said use does not constitute a property right nor shall it be deemed a lease or renewable beyond the specified period without the written consent of the Principal.
3. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of Kenton County Board of Education policies, specifically including Board Policy 05.3, the terms of which are incorporated herein by reference.
4. The reserved time/date for use by user may be cancelled or preempted by Principal or Superintendent / designee and permissions for use may be terminated without cause by notice from Principal or designee.
5. User is responsible for the conduct of its participants or guests.
6. There shall be no transfer or assignment of this agreement, nor any profit making or commercial venture subject to this use.
7. Approved users are responsible for the observance of county and state fire and safety regulations at all times. Corridors, exits, and stairways shall be kept free of obstructions. Members of an audience or spectators must never stand or sit to block exits, aisle ways, or stairways. Facility capacities as determined by the Fire Marshall shall be observed.

Facility Use Contract

8. All activities will be cancelled when school is closed due to inclement weather. Outside groups using our facilities during inclement weather will be at their own risk. Campuses will be cleared for school use only.
9. User shall return the facilities or premises in the same condition as at the commencement of the use, or if user fails to do so, the user will be responsible for the cost of clean-up and be prohibited from further use of facilities.
10. The user agrees to hold harmless and defend the Kenton County Board of Education, its employees and agents, for any claim, liability, damage, loss or expense resulting from the utilization of the facilities used hereunder.
11. The user agrees to provide liability insurance coverage for its use of the facilities including the following minimum amounts:

The liability insurance certificate is required to include the following minimum amounts:

2,000,000 General Liability coverage in the aggregate

\$1,000,000 General Liability coverage per occurrence

The Kenton County Board of Education is noted as additional insured

A copy of the liability policy or declaration of coverage page must be attached to this contract.

12. An orientation has been provided.

(Please initial) \_\_\_\_\_ user SA school representative

Applicable Fees:

Rental fee: <u>0</u> per hr. (min 2 hours)	Rental fee total: <u>0</u>
Custodial fee: <u>0</u> per hr. (min 2 hours)	Custodial fee total: <u>0</u>
Supervisory fee: <u>\$35</u> per hr. (min 2 hours)	Supervisory fee total: <u>\$280</u>
Equipment fee: <u>0</u>	Equipment fee total: <u>0</u>
Other fees: <u>0</u>	Other fees total: <u>0</u>

50% of total fees to be paid as security deposit at contract signing; remainder to be paid within two (2) weeks after contracted event.

Total Fees: \$280 Deposit: \_\_\_\_\_

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Supervision provided by aquatics coordinator or athletic director. Lifeguard certification held by both

Misc. Considerations:

Custodial fees subject to be added to cost if the need arises.

Facility Use ContractName of School: Scott High School Boone County Water Rescue  
Name of Renting Organization "User"Cindy Wilson  
Name of "User" Representative (Print)PO Box 149  
AddressBurlington Ky 41005  
City State Zip(859) 462-0327  
Phone NumberCwilson@boonecountyywaterrescue.org  
E-Mail Address

If responsible individual is other than then the "User", whose signature appears on this page below, please identify that individual. Responsible individual will be in attendance during entire use of facility.

Cindy Wilson  
NamePO Box 149  
Address859-462-0327  
Telephone NumberCwilson@boonecountyywaterrescue.org  
E-Mail Address

IN WITNESS WHEREOF the Principal and the Superintendent/designee for and on behalf of the Board of Education and the user hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Contracts for recurring events expire on June 30th of the school year.

\_\_\_\_\_  
Signature of "User" Representative\_\_\_\_\_  
Principal\_\_\_\_\_  
Superintendent/designee

Review/Revised: 8/5/2019

**CERTIFICATE OF INSURANCE**

Issue Date: February 19, 2021

<b>INSURER</b> KACo All Lines Fund 400 Englewood Drive Frankfort, Kentucky 40601 1-800-264-5226	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certification does not amend, extend or alter the coverage afforded by the policies below.
<b>INSURED</b> Boone County Fiscal Court PO Box 900 Budington, KY 41005	Company Letter A: KACo All Lines Fund Company Letter B: Company Letter C: Company Letter D: Company Letter E:

**COVERAGES**

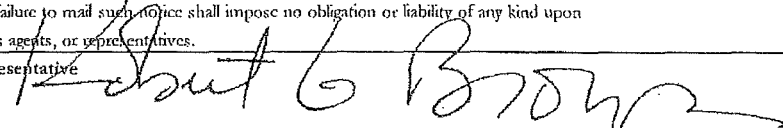
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions, and conditions of such policies. Limits shown may have been reduced by claims.

CO LTR	Type of Insurance	Policy Number	Policy Eff. Date	Policy Exp. Date		All Limits
A	<b>General Liability</b>	P&C0073	7/1/20	Until Cancelled	General Aggregate	\$10,000,000
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence				Products-Comp/Ops Aggr	
	<input type="checkbox"/> Owner's & Contractor's Prot.				Personal & Adv. Injury	
					Each Occurrence	\$10,000,000
					Fire Damage (Any 1 Fire)	
					Medical Exp. (Any 1 Pers.)	\$5,000
	<b>Automobile Liability</b>				Combined Single Limit	
	<input type="checkbox"/> Any Auto <input type="checkbox"/> Hired Auto				Bodily Injury (Per Pers.)	
	<input type="checkbox"/> All Owned <input type="checkbox"/> Non-Owned				Bodily Injury (Per Acc.)	
	<input type="checkbox"/> Scheduled <input type="checkbox"/>				Property Damage	
					Deductible (comp/coll per \$100)	
	<b>Property</b>				As Per Statement on File	
	<b>Inland Marine</b>					
	<b>Law Enforcement</b>				Each Occurrence	
					Aggregate	
	<b>Errors &amp; Omissions</b>				Each Occurrence	
					Aggregate	
	<b>Employment Practices</b>				Each Claim	
					Aggregate	
	<b>Flood</b>					

**Description of Operations/Locations/Vehicles/Special Items:**

Boone County Water Rescue usage of Kenton County Schools pool/facilities  
 Coverage applies to any dates and times necessary for usage of the facilities

Additional insured: Kenton County Board of Education

<b>Certificate Holder</b> <input type="checkbox"/> Loss Payee <input checked="" type="checkbox"/> Additional Insured Kenton County School District 1055 Eaton Drive Ft Wright, KY 41017	<b>Cancellation:</b> Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives. Authorized Representative: 
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