



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

# Issue Paper

**DATE:**

December 9, 2021

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Northern Kentucky Nitro Soccer Club for use of Scott High School stadium for practices and competitions.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Northern Kentucky Nitro FC is an amateur soccer club that provides an opportunity for players to continue to develop and compete at high level.

**FISCAL/BUDGETARY IMPACT:**

None

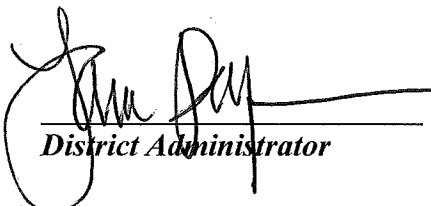
**RECOMMENDATION:**

Approval to Community Use Facility contract with Northern Kentucky Nitro Soccer Club for use of Scott High School stadium for practices and competitions.

**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.

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 Alaina K. Kelly, M.Ed. S.E.D. hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # \_\_\_\_\_

Category of user (1-5) III (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: Football field

& 6-8 other dates that are yet to be determined  
at the following times and dates: 6-8 dates TBD for 2 hrs subject to the following terms and conditions: 1-23 2-6 plus 8 other dates

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 CDK school representative

Applicable Fees:

Rental fee: <u>\$100</u> per hr. (min 2 hours)	Rental fee total: <u>\$200</u>
Custodial fee: _____ per hr. (min 2 hours)	Custodial fee total: _____
Supervisory fee: <u>\$35</u> per hr. (min 2 hours)	Supervisory fee total: <u>\$70</u>
Equipment fee: _____	Equipment fee total: _____
Other fees: _____	Other fees total: _____

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: \$270 per game Deposit: \_\_\_\_\_

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Misc. Considerations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHOOL FACILITIES

05.3 AP.1  
(CONTINUED)

Facility Use Contract

Name of School: Scott High School Northern Kentucky Water Sewer  
Name of Renting Organization "User"

Name of "User" Representative (Print)

Address

City State Zip

( ) Phone Number

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.

Name

Address

Telephone Number

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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW  
601 Union Street, Suite 1000  
Seattle, WA 98101

## CONTACT

NAME:

PHONE

(A/C, No, Ext):

206-441-6300

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Everest Indemnity Insurance Company

10851

INSURER B: Everest Dental Insurance Company

16044

INSURER C: Everest National Insurance Company

10120

INSURER D: QBE Insurance Corporation

39217

INSURER E:

INSURER F:

## INSURED

US Club Soccer  
US Adult Soccer Association, Inc.  
Its Member National Affiliates, Leagues & Teams  
7000 S. Harlem Ave  
Bridgeview IL 60455

## COVERAGES

CERTIFICATE NUMBER: 64647513

REVISION NUMBER:

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SI8ML02071-211	1/1/2021	1/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 OTHER: \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SI8ML02071-211	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	SI8EX01297-211	1/1/2021	1/1/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Abuse & Molestation	<input checked="" type="checkbox"/>		SI8ML02071-211	1/1/2021	1/1/2022	\$1,000,000 \$2,000,000 Any One Occ Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

US Club Soccer, 192 E. Bay St. #301 Charleston, SC 29401  
Ohio Valley 23U Premier League, League ID #246347.  
Certificate Holder is Additional Insured as pertains to sanctioned games/practices of the named insured  
its Member National Affiliates, Leagues or Member Teams.  
The effective date of coverage for the Affiliates, Leagues & Teams shown is the date they were accepted as a member of USASA.

## CERTIFICATE HOLDER

Kenton County School District  
5400 Old Taylor Mill Road  
Taylor Mill KY 41015

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Patterson

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ACORD 25 (2016/03)

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