

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

Issue Paper

DATE:

July 18, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with the Taylor Mill Eagles for use of the Scott High School Stadium and Gym during the 2022-23 school year.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Taylor Mill Eagles is a youth organization that provides boys and girls that will attend Woodland Middle School and Scott High School opportunities to participate in sports.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with the Taylor Mill Eagles for use of the Scott High School Stadium and Gym during the 2022-23 school year.

CONTACT PERSON:

Matt Wilhoite

M Wilhoite
Principal/Administrator

Dorothy Wynn
District Administrator

[Signature]
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 Taylor Mill Eagles 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) # (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: Please see attached sheet

at the following times and dates: various dates on attached sheet 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 CD school representative

See attached sheet

Applicable Fees:

Rental fee: _____ per hr. (min 2 hours)	Rental fee total: _____
Custodial fee: _____ per hr. (min 2 hours)	Custodial fee total: _____
Supervisory fee: _____ per hr. (min 2 hours)	Supervisory fee total: _____
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: _____ **Deposit:** _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Please see attached sheet

Misc. Considerations:

No custodial will be charged unless cleanup does not meet administration standards

Facility Use Contract

Name of School: Scott High School Taylor Mill Eagles Organization
 Name of Renting Organization "User"

Eric Siemer
 Name of "User" Representative (Print)

PO Box 15576
 Address

Lafonia, KY 41015
 City State Zip

(859) 322-5556
 Phone Number

tmeyouthsports@gmail.com
 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.

Eric Siemer
 Name

10314 Soldier Trail, Independence Ky 41051
 Address

859-322-5556
 Telephone Number

siemer3911@gmail.com
 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 6 day of July, 2022. Contracts for recurring events expire on June 30th of the school year.

E. R. _____
 Signature of "User" Representative Principal

Superintendent/designee

Review/Revised:8/5/2019

Taylor Mill Eagles 22-23

Basketball in Gym Sunday from January 2 through February 25 2023 9 am-6 pm

Football Games August 28, Sept. 18, Oct. 2, Oct. 23 8 am-8 pm

Football field usage for practice October nights when SHS athletics is not using the facility. 6-9 pm

Football Banquet in November 16 in cafeteria 5-9 pm

Wrestling practice November 7-Feb 5 in wrestling practice area 6:30-8

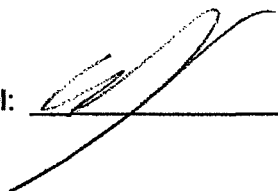
Wrestling Banquet Feb 23 in the cafeteria 5-9 PM

If TME uses the facility on School Time they will not pay a rental fee. If they use the facility on Non-School Time they will pay Level 2 Fees.

Scott Coaches will provide supervision for the facility when the TME uses the facility.

TME will clean up the facility after use. At any time the Scott Plant Manager/Administration/AD feels like the facility is not being cleaned appropriately a custodial rate will be applied and a custodian will be on site for Non-School Time rentals.

Taylor Mill Eagles :  Date: 7/6/22

Scott High School:  Date: 7-6-22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2022

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 DG Agency 3825 Edwards Rd Suite 620 Cincinnati OH 45209	CONTACT NAME: Damian Gilchrist		
	PHONE (A/C, No, Ext): (513) 818-1923	FAX (A/C, No): (513) 685-9996	
	E-MAIL ADDRESS: damian@dgins-agency.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ERIE INS CO		26263
INSURED Taylor Mills Youth Sports P.O. BOX 15576 LATONIA KY 41015-0576	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****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 type="checkbox"/> OCCUR			Q61-0121331	07/10/2022	07/10/2023	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$				
			PERSONAL & ADV INJURY \$ 2000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPI/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured
KCSD
1055 Eaton Dr
Ft Wright KY 41017

CERTIFICATE HOLDER**CANCELLATION**

KCSD 1055 Eaton Dr Ft Wright KY 41017	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

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