



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

Issue Paper

DATE:

November 18, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Kentucky State Target Archery Association for use of the Scott High School gymnasium on January 7 and 8, 2023.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

KSTAA is requesting to host a 2 day archery tournament at Scott High School.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with Kentucky State Target Archery Association for use of the Scott High School gymnasium on January 7 and 8, 2023.

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 KETA A 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: Gym

at the following times and dates: January 798 from 8am - 8pm 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. Approved users are responsible for the conduct and safety of their participants, guests, coaches, officials, and spectators. Automated External Defibrillators (AED) accessibility is not the responsibility of the KCSD facility.
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 CDR school representative

Applicable Fees:

Rental fee: 300 per Day per hr. (min 2 hours)

Rental fee total: 600

Custodial fee: 48 per hr per hr. (min 2 hours)

Custodial fee total: 576 per Day

Supervisory fee: 35 per hr per hr. (min 2 hours)

Supervisory fee total: 420 per Day

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: 2592

Deposit: _____

Checks are payable to Kenton County Board of EducationSupervision/Custodial Support Details:

KSTAA will only be charged for time custody & Supervision are used. The total is charged based on the time

Misc. Considerations:

Facility Use ContractName of School: ScottKentucky State Target Archery Assoc.
Name of Renting Organization "User"

Name of "User" Representative (Print)

10112 Toebben Dr.

Address

Independence Ky 4051

City

State

Zip

(859) 282.6333

Phone Number

Kytargetarchery@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.

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 30th day of 2022. Contracts for recurring events expire on June 30th of the school year.

Signature of "User" Representative

Principal

Superintendent/designee

Review/Revised: 7/11/2022

CERTIFICATE OF INSURANCE

PRINT DATE: 11/18/2022

CERTIFICATE NUMBER: 20221116942999

AGENCY:

Edgewood Partners Insurance Center
5909 Peachtree Dunwoody Road, Suite 800
Atlanta, GA 30328
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

National Archery Association of the
United States d/b/a USA Archery
210 USA Cycling Point
Suite 130
Colorado Springs CO 80919

Melvin J. Wright, Certified Level 3 NTS
Coach, Coaching Activities

INSURERS AFFORDING COVERAGE:

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379

EVENT INFORMATION:

2023 USA Archery Kentucky State and JOAD Indoor Championships (1/7/2023 - 1/8/2023)

POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TPM-IN-17-01269038	1/15/2022 12:01 AM	1/15/2023 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$2,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				GENERAL AGGREGATE (Per Other) \$10,000,000
	<input checked="" type="checkbox"/> Sexual Abuse & Molestation				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
					Abuse-Molestation - Each Occurrence \$1,000,000
					Abuse-Molestation - Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Named Insured: National Archery Association of the United States Certified Coaches and Certified Instructors

Coverage applies to Coaches/Instructors who have been certified by National Archery Association of the United States but only while participating in coaching and instructional training in National Archery Association of the United States sport disciplines.

The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (RSCG 03 03).

Professional Liability coverage is provided per the Instructors, Coaches & Officials - Broadened Coverage endorsement RSCG 04 34 09 21.

Policy Aggregate Cap: \$10,000,000

CERTIFICATE HOLDER:

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

NOTICE OF 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: