

<u>Issue Paper</u>

DATE:

January 23, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with NKY Bulldogs Lacrosse Club for use of Scott High School stadium on various dates in February - May 2023.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The NKY Bulldogs Lacrosse Club is local youth AAU organization that wants to practice and compete at Scott High School. The purpose of club is to expose and grow the sport in the area.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Community Use Facility contract with NKY Bulldogs Lacrosse Club for use of Scott High School stadium on various dates in February - May 2023.

CONTACT PERSON:

Matt Wilhoite

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 not by direction of the Board of Education and Att Bullong Lacross chereinafter referred to as "user" of the school facilities hereinafter described. The user is as (Check One): profit organization to non-profit organization #					
described. The lifer is a: (Check One); profit organization non-profit organization/FEIN # Category of user (1-5) (Final determination of entegory is made by Superintendent/designes).					
Witnessein:					
The school principal does hereby agree to permit user to utilize certain school facilities more particularly described as fullows: Festball Field - Vacious timestales					
at the following times and dates: Feloxyacy - May 2023 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.
- Approved users are responsible for the conduct and safety of their participants, guests, cosches, officials, and spectators. Automated External Defibrillators (AED) accessibility is not the responsibility of the KCSD facility.
- 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. Pacility 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 hamiless and defend the Kenton County Board of Education, its employees and attents, 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) MF12 user CM school repr	resentative
(Please initial) AFIC user (Asserted september September 1) Applicable Fees: Rental fee: 4/10 //r per hr. (min 2 hours) Custodial fee: 4/8 / per hr. (min 2 hours) Supervitory fee: \$35 per hr. (min 2 hours)	
Rental fee: 4/3/1/ per hr. (min 2 hours)	Rental fee total:
Custodial fee: 49 100 per hr. (min 2 hours)	Custodial fee total:
Supervisory fee: \$35 per hr. (min 2 hours)	Supervisory fee total:
l-quipment fees	Equipment fee total:
Other fees:	Other fees total
50% of total fees to be paid as security deposit at contract weeks after contracted event.	signing; remainder to be paid within (wo (2)
Tutal Pees: Depe	osit:
Checks are payable to Kenton County Board of Educa	
Supervision/Custodial Support Details:	
annangan pangangan saka dan sakan mengangan sakan pangangan pangan pangan sakan pangan bangan sakan sakan pang	The second secon
Approximation of the second se	
Misc. Considerations: Dates may change doe	to weather
	The state of the s

Facility Use Contract

gant same same	7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Numer of School Scott Hist S. 1.11	Name of Renting Organization Trees
	Manu of "User" Representative (Frint)
	10058 CalyDural DR Address
	UNION K/ 4/09/ City State Zip
	(2)4) 984 - 9534 Phone Number
	E-Mail Address
If responsible individual is other than then the "Use please identify that individual. Responsible individual	er" whose signature appears on this page below, I will be in attendance during entire use of facility.
See Addendin	2 1 1 11 00 1
Address 214-984-9534	,
Telephone Number CHP RAPIBLD Of MAIL. C E-Mail Address	20m
IN WITNESS WHEREOF the Principal and the Supe Board of Education and the user hereunto set their ha	erintendent/designee for and on behalf of the
20 13. Contracts for recusting events expire on .	June 30th of the school year.
Signature of "User Representative	Principal
Superintendent	/designee /
• •	Review/Revised:7/11/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2022

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.

lf	SUE	BROGATION IS WAIVED, subject	to the	ne ter	ms and conditions of th	e poli	cy, certain po	olicies may i	require an endorsement	. Asta	tement on
this certificate does not confer rights to the certificate holder in lieu of su				CONTACT Willia Movers Watson Cortificate Contac							
		Towers Watson Southeast, Inc.				NAME: PHONE					467 0070
c/o	26	Century Blvd			•	(A/C, N	o, Ext): 1-6//	-945-7378		1-888-	467-2378
		× 305191				ADDRE	SS: certific	cates@willi	s.com		
Nas	hvil	le, TN 372305191 USA							RDING COVERAGE		NAIC#
									facturers' Associati		12262
INSU		osse, Inc. dba USA Lacrosse							facturers Association		12262
		on Circle			:	INSURE	RC: Nation	al Union Fi	re Insurance Company	of P	19445
Spa	rks	Glencoe, MD 21152				INSURE	RD:				
						INSURE	RE:				
						INSURE	RF:				
CO	VER	AGES CER	TIFIC	CATE	NUMBER: W27571663				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		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	X	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
A									MED EXP (Any one person)	\$	
					302301-14-25-36-2	2	01/01/2023	01/01/2024	PERSONAL & ADV INJURY	\$	1,000,000
	GEN	V'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	5,000,000
		POLICY PRO-		[[Į Į		PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:								\$	
	AU1	TOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
		ANY AUTO							BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED							BODILY INJURY (Per accident)	\$	***************************************
		AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE	\$	
		AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
		UMBRELLA LIAB X OCCUR				_			EACH OCCURRENCE	\$	5,000,000
В	×	EXCESS LIAB CLAIMS-MADE			652301-14-25-36-2	2	01/01/2023	01/01/2024	AGGREGATE	\$	5,000,000
	^								AGGREGATE	\$	
	WOF	DED RETENTION \$							PER OTH- STATUTE ER	J.	
	AND	EMPLOYERS' LIABILITY Y/N	ļ								
	OFF	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	if ves	ndatory in NH) s, describe under							E.L. DISEASE - EA EMPLOYEE		
		CRIPTION OF OPERATIONS below			000001 14 05 06 6		01 (01 (0000	01 (01 (0004	E.L. DISEASE - POLICY LIMIT	\$	000
Α		meral Liability -			302301-14-25-36-2	2	01/01/2023		Aggregate	\$2,000	
	Sex	rual Abuse/Molestation							Per occurrence	\$1,000	,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage only applies to US Lacrosse Sanctioned Events and events involving the US Lacrosse National Teams, leagues, camps, clinics, tournaments and officials and coaches associations provided that they follow 100% registered member guidelines set forth by US Lacrosse. SEE ATTACHED											
CERTIFICATE HOLDER CANCELLATION											
SHOULD ANY OF THE ABOVE THE EXPIRATION DATE T ACCORDANCE WITH THE POL				DATE THE	REOF, NOTICE WILL E						
Northern Kentucky Lacrosse Club, Inc. AUTHORIZED REPRESENTATIVE											
	Northern Kentucky Lacrosse Club, Inc. 649 Edinburgh Court					fohne	Ran.				
Edgewood, KY 41017						form	Vaai-				

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Edgewood, KY 41017

AGENCY CUSTOMER ID:	
1.00 #:	



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY	NAMED INSURED US Lacrosse, Inc. dba USA Lacrosse				
Willis Towers Watson Southeast, Inc.	2 Loveton Circle				
POLICY NUMBER	Sparks Glencoe, MD 21152				
See Page 1					
CARRIER NAIC CO	DE				
See Page 1 See Pa	ge 1 EFFECTIVE DATE: See Page 1				
ADDITIONAL REMARKS					
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,					

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

USA Lacrosse ID # -7721102, Season Start Date: 2023-01-06

Kenton County School District - Scott High School, 5400 Old Taylor Mill Road, Taylor Mill, Kentucky. 41015 are included

as Additional insureds as respects to General liability Where required by written contract.

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

NAIC#: 19445

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Catastrophic Accident

Limit:

\$1,000,000

Accident Medical Expense Benefit

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

NAIC#: 19445

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Base Participant Accident Accident Medical Expense Benefit

Limit:

\$100,000

ACORD 101 (2008/01)

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Addendum

- 1. High School God Carriebach
- 2. Ministry States Mary (Charles Abiles)
- F. Celt (Massa Ress)
- 4 Barra Shiptin Granom Kuthimusid
- 5. K. Z. (Christ Biorgin)

I certify that the team, league, or event on whose behalf I am requesting this certificate mandates 100% membership in USA Lacrosse for all players and coaches. In addition, I have verified our team's or league's events roster and all players and coaches are currently registered members of USA Lacrosse. I certify that this is true and I understand that liability coverage is only extended to our team, league, or event if all players and coaches are current members of USA Lacrosse. Further, I acknowledge by clicking on this box that liability claims may be denied for coverage if our team/league or event does not have 100% registered players and coaches with USA Lacrosse.

Name: Jason C. Kuhlman
Organization: Northern Kentucky Lacrosse Club, Inc.
Date: 12/16/2022