



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

Issue Paper



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

M Wilhoite
Principal/Administrator

Carolyn Agnew
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 NKY Bulldog Lacross 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) 1 (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 - Various times & dates

at the following times and dates: February - 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.
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) MEC user CD school representative

Applicable Fees:

Rental fee: <u>\$10/hr</u> <u>\$1000</u> per hr. (min 2 hours)	Rental fee total: _____
Custodial fee: <u>\$48</u> per hr. (min 2 hours)	Custodial fee total: _____
Supervisory fee: <u>\$35</u> 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:

Misc. Considerations:

Dates may change due to weather

Facility Use Contract

Name of School Scott High Sch. 11 Name of Renting Organization "User" NKY LADERS CLUB

Name of "User" Representative (Print) MARTIN F. RAPOLD

Address 10058 Cedarwood Dr

City Union State Ky Zip 41091

Phone Number 214 984-9534

E-Mail Address CHPRAPOLD@GMAIL.COM

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.

See Addendum
Name
10058 Cedarwood Dr, Union Ky 41091
Address
214-984-9534
Telephone Number
CHPRAPOLD@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 6TH day of February 20 13. Contracts for recurring events expire on June 30th of the school year.

MFRapold
Signature of "User" Representative

[Signature]
Principal

Superintendent/designee

Review/Revised:7/11/2022

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

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AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED US Lacrosse, Inc. dba USA Lacrosse 2 Loveton Circle Sparks Glencoe, MD 21152	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE 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
 POLICY NUMBER: SRG0009160719 EFF DATE: 01/01/2023 EXP DATE: 01/01/2024

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
 POLICY NUMBER: SRG0009160718 EFF DATE: 01/01/2023 EXP DATE: 01/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Base Participant Accident	Limit:	\$100,000
Accident Medical Expense Benefit		

Addendum

1. High School (Don Carmichael)
2. Middle School Boys (Chuck Alvar)
3. Girls (Mauro Rosa)
4. Boys Youth (Jason Kuhlmann)
5. N.D. (Chris Wangen)

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