

DATE:

May 18, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with the City of Edgewood for use of the parking lots at Caywood Elementary and Turkeyfoot Middle School on July 4, 2023.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The City of Edgewood is requesting to use the parking lots as staging area for their July 4 parade.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Contract Use Facility contract with the City of Edgewood for use of the parking lots at Caywood Elementary and Turkeyfoot Middle School on July 4, 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 City of Edgewood 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) 3 (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: Use of parking lots at Gaywood +

Turkeyfoot campus

at the following times and dates: July 4, 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) _____ user _____ school representative

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:

Misc. Considerations:

05.3 AP.1
(CONTINUED)

Name of School: Caywood + Turkeyfoot City of Edgewood

Name of Renting Organization "User" Brian Dehner

Name of "User" Representative (Print) Brian Dehner

335 Dudley Rd

Address

Edgewood Ky 41017

City State Zip

(859) 331-5910

Phone Number

bdehner@edgewoodky.gov

E-Mail Address

Name _____

Address _____

Telephone Number _____

E-Mail Address _____

B. J. Jones, CAO
Signature of "User" Representative

Principal

Review/Revised:7/11/2022

**KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES
(KLCIS)****LIABILITY COVERAGE DECLARATIONS**

Name of Insured: City Of Edgewood

Policy Number: L5148-2022-21967

Address: 385 Dudley Road
Edgewood, Kentucky 41017

Agent of Record: Hummel Hatfield Agency, Inc.

Coverage Period: from 7/1/2022 at 12:01a.m. Standard (or Daylight) time to 7/1/2023 at 12:01 a.m.
Standard (or Daylight) time at the mailing address shown above. For purposes of the prior acts coverage endorsement, this policy shall be deemed renewed annually one year from the initial coverage date.

Subject to all terms of this policy, KLCIS agrees to provide you with coverages shown below for which a premium is shown and you pay to us.

COVERAGE	LIMIT Per Occurrence	DEDUCTIBLE Per Occurrence	PREMIUM 7/1/2022-7/1/2023 Installment
Commercial General Liability	\$5,000,000	\$1,000	\$16,749.84
Garage Keepers Liability	No Coverage	No Coverage	No Coverage
Public Officials Liability Claims Made Form	\$5,000,000	\$2,500	\$9,694.79
Law Enforcement Liability	\$5,000,000	\$1,000	\$19,141.36
Sewer Backup Liability	No Coverage	No Coverage	No Coverage
Business Auto Liability	\$5,000,000	\$0	\$29,143.29
Auto Physical Damage	Actual Cash Value	See Vehicle Schedule	\$7,241.77
TOTAL PREMIUM			\$81,971.05

*In the event of an "Occurrence" or "Accident" which invokes more than one type of coverage under the same or different policies issued by KLCIS, then the liability of KLCIS shall not exceed the highest applicable limit under any one coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Name of Insured: City Of Edgewood

Policy Number: L5148-2021-20835

Effective Date: 7/1/2021

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies coverage under the KLCIS General Liability Coverage Form (KLCIS-GL'2020). The following is specifically included as an insured under the KLCIS-GL'2020 coverage form:

Name of Additional Insured Person(s) or Organization(s):

Art's Rental Equipment, Inc. - as pertains to all equipment rented/leased by the City of Edgewood

Kentucky Community & Technical College System and Gateway Community & Technical College - as pertains to the Edgewood Fire/EMS Department's use of the Transportation Technology Center at 1051 Dudley Road, Fort Wright KY for training purposes

St. Elizabeth Healthcare - as pertains to the City of Edgewood Police Dept's use of their bldg for training purposes on July 9th-17th, 2018

Kenton County Schools - as pertains to the city's use of the school parking lot for parade and fun run events

Section III – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.