



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

Issue Paper

DATE:

July 26, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with NKY Bengals Youth Football for use of the Scott High School stadium on various dates during non-school time during 2023-24 school year.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The NKY Bengals Youth Football is a local youth AAU team that wants to practice and compete at the Scott High School stadium.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:


Approval to Community Use Facility contract with NKY Bengals Youth Football for use of the Scott High School stadium on various dates during non-school time during 2023-24 school year.

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.

SCHOOL FACILITIES

05.3 AP.1
(CONTINUED)

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 JKY United hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/EIN # _____

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: Football field

at the following times and dates: 8/21 9/10 10/7 10/14 subject to the following terms and conditions: 10-6 12-8 10-6 1-9

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.

SCHOOL FACILITIES

05.3 AP.1
(CONTINUED)

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 CPK school representative

Applicable Fees:

Rental fee: \$400 per day per hr. (min 2 hours)

Rental fee total: 1600

Custodial fee: \$46 per hr. (min 2 hours)

Custodial fee total: \$384 per day *Eshin*

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

Supervisory fee total: 280 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: _____

Deposit: _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Supervisors Custodial charges will be determined after
usage based on actual hours worked

Misc. Considerations:

If concession stand is used NKY United will contact Eagle Club.
If outside food is brought in NKY United will pay EC \$1.00 per day
If NKY United uses EC facility will receive percentage of sales

Facility Use ContractName of School: Scott High School

Name of Renting Organization "User"

Jodi B. Dissekamp
Name of "User" Representative (Print)491 ROSEBUD CIR
AddressWALTON KU 41094
City State Zip(513) 293-7778
Phone Numbernkyunitedfootball@gmail.com
E-Mail Address

If responsible individual is other than 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 7th day of August, 2013 Contracts for recurring events expire on June 30th of the school year.

[Signature]
Signature of "User" Representative[Signature]
Principal_____
Superintendent/designee

Review/Revised: 7/11/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2023

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 ESP Insurance Brokerage, LLC 306 Main Street Worcester MA 01608		CONTACT NAME: Joseph Micciche PHONE (A/C, No, Ext): (877) 670-2377 FAX (A/C, No): E-MAIL ADDRESS: joe.micciche@espspecialty.com	
INSURED NKY BENGALS YOUTH SPORTS DBA NKY UNITED 2716 COACHLIGHT LANE BURLINGTON KY 41005		INSURER(S) AFFORDING COVERAGE INSURER A: Houston Casualty Company INSURER B: American International Companies INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42374	

COVERAGES

CERTIFICATE NUMBER: CL228818621

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.

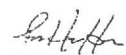
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		H22AS00007	08/06/2022	08/06/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/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"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	ACCIDENT & HEALTH			SRG0009158709	08/06/2022	08/06/2023	SEE REMARKS

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

THE CERTIFICATE HOLDER is added as an additional insured with respects to general liability coverage but only with respect to liability arising out of the operations of the named insureds league.
Sexual Abuse / Molestation limits are as follows: \$1,000,000 EACH OCCURRENCE / \$2,000,000 AGGREGATE
THIS POLICY DOES NOT EXCLUDE CONCUSSIONS

CERTIFICATE HOLDER

CANCELLATION

KENTON COUNTY SCHOOL DISTRICT 1055 EATON DRIVE 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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