

Issue Paper

<u>DATE</u>: August 21, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Girl Scouts of America for use of the Summit View Academy cafeteria on various dates during the 2023-24 school year during non-school hours.

<u>APPLICABLE BOARD POLICY</u>: 05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Girl Scout's mission statement is to build girls of courage, confidence, and character, who make the world a better place.

FISCAL/BUDGETARY IMPACT: None

RECOMMENDATION:

Approval to Community Use Facility contract with Girl Scouts of America for use of the Summit View Academy cafeteria on various dates during the 2023-24 school year during non-school hours.

<u>CONTACT PERSON:</u> Matt Wilhoite

Principal/Administrator

Mul

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 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) 2 (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: <u>Elementary School Cafeteria</u>

at the following times and dates: 2nd and 4th Wednesdays from 6:15pm to 7:30pm 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) Kill user school representative

Applicable Fees:

Rental fee:	per hr. (min 2 hours)	Rental fee total:
Custodial fee:	per hr. (min 2 hours)	Custodial (ee 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:	1
		1

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Misc. Considerations:

Facility Use Contract

Name of School: Summit View Academ girl Scout Troop 2114

Name of Renting Organization "User"

Kellie May Name of "User" Representative (Print)

16 Valeside Drive Address

Covington, KY 41017 City State

Zip

(513)379-3185 Phone Number

kellie.geist@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 ______ day of ______ 20____. Contracts for recurring events expire on June 30th of the school year)

Kellie May

Signature of "User" Representative

Superintendent/designee

Review/Revised:7/11/2022

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A	OR	
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/29/2022

C B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF IN EPRESENTATIVE OR PRODUCER, A	IVEL	OR NCE	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED	BY THE	POLICIES
lf	IPORTANT: If the certificate holder SUBROGATION IS WAIVED, subjec	t to th	e ter	rms and conditions of th	ne poli	cy, certain p	olicies may			
<u> </u>	DUCER				CONTA	VCT ,				
	mer & Cay LLC				NAME: FAX PHONE FAX (A/C, No, Ext): (A/C, No):					
	Barnard Street				EJMAIL	o, Ext):	nc@nalmera			
Suite 200 Savannah GA 31401			ADDREss: gssolutions@palmerandcay.com							
INSURED 123									NAIC#	
									11991	
Girl Scouts of Kentucky's Wilderness Road Council,										
	77 Executive Drive				INSURER C : INSURER D :					
Lex	kington KY 40505-4807									
					INSUR					
00	VERAGES CER	TIEIC	ATE	NUMBER: 1364996776	INSUR	=RF:		REVISION NUMBER:		
	IS IS TO CERTIFY THAT THE POLICIES				E BEE		THE INSUR			
IN Cl	DICATED. NOTWITHSTANDING ANY RI ETTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	EQUIR PERT/	EMEN AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN ED BY	Y CONTRACT THE POLICIE	OR OTHER S DESCRIBE	DOCUMENT WITH RESPE	CT TO V	WHICH THIS
	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER			POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY	INSU	AVVD	KK026981100		10/1/2022	10/1/2023	EACH OCCURRENCE	\$ 1,000.	000
	CLAIMS-MADE X OCCUR			na an a				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,	
								MED EXP (Any one person)	\$ 10,000	
								PERSONAL & ADV INJURY	\$ 1,000,	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000,	
	PRO-									
						2		PRODUCTS - COMP/OP AGG	\$ 3,000, \$	000
			-					COMBINED SINGLE LIMIT	\$	
	ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED									
	AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$		-					PER OTH-	\$	
	AND EMPLOYERS' LIABILITY Y / N							PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	000
A	Sex Abuse & Molestation			KKO26981100		10/1/2022	10/1/2023	Per Occurence Aggregate	1,000, 2,000,	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Certificate Holder named below is an Additional Insured on the general liability policy with respect to the use of its premises for Girl Scout activities of the insured Girl Scout Council.										
CER					CAN	ELLATION				
Kenton County Board of Education					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
1055 Eaton Drive				AUTHORIZED REPRESENTATIVE						
Ft Wright KY					Show the Allen					
						© 19	88-2015 AC	ORD CORPORATION.	All righ	ts reserved.

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