

**DATE:**

October 2, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Girl Scouts of America for use of River Ridge Elementary on various dates during the 2023-24 school year during non-school hours.

**APPLICABLE BOARD POLICY:**

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 River Ridge Elementary on various dates during 2023-24 school year during non-school hours.

**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 Girl Scout Troop 2874, by Leader Chrissy Dutton, hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 61-0608104

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: cafeteria, outdoor dining area, and playground, from 5:45p-7:00p on the 2nd and 4th Tuesdays as needed, and as otherwise permitted and agreed

at the following times and dates: see above 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) CDD 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:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Page 15 of 15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2023

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  
Palmer & Cay LLC  
22 Barnard Street  
Suite 200  
Savannah GA 31401

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext):  
E-MAIL  
ADDRESS: gssolutions@palmerandcay.com

FAX  
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New Hampshire Insurance Company

23841

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Girl Scouts of Kentucky's Wilderness Road Council,  
2277 Executive Drive  
Lexington KY 40505-4807

123

## COVERAGES

CERTIFICATE NUMBER: 1329698629

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 SUBR INSD 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"/> PRO-JECT <input checked="" type="checkbox"/> LOG OTHER:	Y	AIP3450501000	10/1/2023	10/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <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	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sex Abuse & Molestation		AIP3450501000	10/1/2023	10/1/2024	Per Occurrence Aggregate 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For use of premise for Girl Scout activities of the insured Girl Scout Council.

## CERTIFICATE HOLDER

## CANCELLATION

Kenton County Board of Education  
School  
Attn: Matt Wilholte  
1055 Eaton Dr.  
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

© 1988-2015 ACORD CORPORATION. All rights reserved.