



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

Issue Paper

DATE:

May 17, 2024

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 Turkey Foot Middle School on July 4, 2024.

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 Community Use Facility contract with the City of Edgewood for use of the parking lots at Caywood Elementary and Turkey Foot Middle School on July 4, 2024.

CONTACT PERSON:

Matt Wilhoite

M. Wilhoite
Principal/Administrator

Paul Harvey
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 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 Caywood & Turkey Foot campus

at the following times and dates: July 4, 2024 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 KCS D 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:

Facility Use Contract

Name of School: Caywood + Turkeyfoot City of Edgewood
Name of Renting Organization "User"

Brian Dehner
Name of "User" Representative (Print)

Address
Edgewood Ky 41017
City State Zip

(859) 331-5910
Phone Number

bdehner@edgewood.ky.gov
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 3RD day of June, 2024. Contracts for recurring events expire on June 30th of the school year.

Brian Dehner, 4/30/24
Signature of "User" Representative

[Signature]
Principal

Superintendent/designee

Review/Revised:8/7/2023

CERTIFICATE OF INSURANCE

DATE
6/8/2023

PRODUCER
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES
100 E. VINE STREET, SUITE 800
LEXINGTON, KY 40507-3700

PHONE: (859)-977-3700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVEYS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
City Of Edgewood
385 Dudley Road
Edgewood, KY 41017

ATTN: Belinda Nitschke

COMPANIES AFFORDING COVERAGE
COMPANY KENTUCKY LEAGUE OF CITIES INSURANCE
A SERVICES

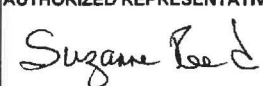
COMPANY
B

COVERAGES

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.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS | |
|-----------|---|------------------|-----------------------|------------------------|-----------------------------------|--------------|
| | | | | | | |
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input type="checkbox"/> PUBLIC OFFICIALS <input type="checkbox"/> LAW ENFORCEMENT | L5148-2023-23491 | 7/1/2023 | 7/1/2024 | GENERAL AGGREGATE | UNLIMITED |
| | | | | | PRODUCTS-COMP/OP AGG | UNLIMITED |
| | | | | | PERSONAL & ADV INJURY | INCLUDED |
| | | | | | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | \$ 100,000 |
| | | | | | MED EXP (Any one person) | \$ 5,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT | |
| | | | | | BODILY INJURY (Per person) | |
| | | | | | BODILY INJURY (Per accident) | |
| | | | | | PROPERTY DAMAGE | |
| | CRIME LIABILITY <input type="checkbox"/> FORGERY OR ALTERATION <input type="checkbox"/> THEFT, DISAPPEARANCE AND DESTRUCTION <input type="checkbox"/> PUBLIC EMPLOYEE DISHONESTY <input type="checkbox"/> MONEY ORDERS & COUNTERFEIT PAPER CURRENCY COVERAGE | | | | LIMIT DEDUCTIBLE | |
| | | | | | LIMIT INSIDE PREMISES DEDUCTIBLE | |
| | | | | | LIMIT OUTSIDE PREMISES DEDUCTIBLE | |
| | | | | | LIMIT DEDUCTIBLE | |
| | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCLUDED <input type="checkbox"/> EXCLUDED | | | | STATUTORY LIMITS | |
| | | | | | EACH ACCIDENT | |
| | | | | | DISEASE/POLICY LIMIT | |
| | | | | | DISEASE-EACH EMPLOYEE | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Kenton County Board of Education is listed as Additional Insured with respect to General Liability, as pertains to the city's use of the school parking lot for parade and fun run events.

| CERTIFICATE HOLDER | CANCELLATION |
|--|--|
| Kenton County Board of Education 1055 Eaton Drive Ft. Wright, KY 41017 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  |

CERTIFICATE OF INSURANCE

DATE
6/8/2023

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PHONE: (859)-977-3700

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COMPANIES AFFORDING COVERAGE

COMPANY A KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES
COMPANY B

INSURED

City Of Edgewood
385 Dudley Road
Edgewood, KY 41017

ATTN: Belinda Nitschke

COVERAGES

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| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS | |
|--------|---|------------------|-----------------------|------------------------|-----------------------------------|--------------|
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| | | | | | PRODUCTS-COMP/OP AGG | UNLIMITED |
| | | | | | PERSONAL & ADV INJURY | INCLUDED |
| | | | | | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | \$ 100,000 |
| | | | | | MED EXP (Any one person) | \$ 5,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | L5148-2023-23491 | 7/1/2023 | 7/1/2024 | COMBINED SINGLE LIMIT | \$ 5,000,000 |
| | | | | | BODILY INJURY (Per person) | |
| | | | | | BODILY INJURY (Per accident) | |
| | | | | | PROPERTY DAMAGE | |
| | CRIME LIABILITY <input type="checkbox"/> FORGERY OR ALTERATION <input type="checkbox"/> THEFT, DISAPPEARANCE AND DESTRUCTION <input type="checkbox"/> PUBLIC EMPLOYEE DISHONESTY <input type="checkbox"/> MONEY ORDERS & COUNTERFEIT PAPER CURRENCY COVERAGE | | | | LIMIT DEDUCTIBLE | |
| | | | | | LIMIT INSIDE PREMISES DEDUCTIBLE | |
| | | | | | LIMIT OUTSIDE PREMISES DEDUCTIBLE | |
| | | | | | LIMIT DEDUCTIBLE | |
| | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCLUDED <input type="checkbox"/> EXCLUDED | | | | STATUTORY LIMITS | |
| | | | | | EACH ACCIDENT | |
| | | | | | DISEASE/POLICY LIMIT | |
| | | | | | DISEASE-EACH EMPLOYEE | |
| A | PHYSICAL DAMAGE | L5148-2023-23491 | 7/1/2023 | 7/1/2024 | LIMIT | \$ 5,000,000 |
| A | PUBLIC OFFICIALS | L5148-2023-23491 | 7/1/2023 | 7/1/2024 | LIMIT | \$ 5,000,000 |
| A | LAW ENFORCEMENT | L5148-2023-23491 | 7/1/2023 | 7/1/2024 | LIMIT | \$ 5,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Evidence of Liability coverage is given, as pertains to the Independence Day Parade Encroachment Permit for City of Edgewood.

CERTIFICATE HOLDER

Kentucky Transportation Cabinet/District 6-Permits
421 Buttermilk Pike
Covington, KY 41017

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Suzanne Reed