



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

Issue Paper

DATE:

January 15, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with NKY Bulldogs Lacrosse Club for use of the Scott High School stadium on various dates February – May 2025.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The NKY Bulldogs Lacrosse Club is a local youth AAU organization that wants to practice and compete at Scott High School. The purpose of the club is to expose and grow the sport in the area.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Community Use Facility contract with NKY Bulldogs Lacrosse Club for use of the Scott High School stadium on various dates February – May 2025.

CONTACT PERSON:

Matt Wilhoite

M Wilhoite
Principal/Administrator

Theresa Hargis
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 NKY Bulldogs Leasing 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) 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: Foothill Field 7-9 PM 2-4-2-21 Day

other time that is needed
at the following times and dates: 2/4-2/21 7-9 Day other time that is needed 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 CDR school representative

Applicable Fees:

Rental fee: <u>100 per hr</u> per hr. (min 2 hours)	Rental fee total: <u>\$200 per day</u>
Custodial fee: <u>\$10 school time</u> <u>\$18 Non School time</u> per hr. (min 2 hours)	Custodial fee total: <u>TBD</u>
Supervisory fee: <u>\$35</u> per hr. (min 2 hours)	Supervisory fee total: <u>\$70 per day</u>
Equipment fee: <u>0</u>	Equipment fee total: _____
Other fees: <u>0</u>	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:

No custodian needed for school time. Non school time will be required
custodian

Misc. Considerations:

Weekend & non school rentals will include custodian. If rentals happen that are longer than applicable fee will be charged

Facility Use Contract

Name of School: Scott High NKY Lacrosse Club
 Name of Renting Organization "User"
Travis Pogg
 Name of "User" Representative (Print)
308 Eclipse Drive
 Address
Walton, KY 41094
 City State Zip
(386) 402-3219
 Phone Number
Travispogg1@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.

Travis Pogg
 Name
308 Eclipse Drive Walton, KY 41094
 Address
386-402-3219
 Telephone Number
Travispogg1@gmail.com
 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 February, 2025. Contracts for recurring events expire on June 30th of the school year.

Travis Pogg
 Signature of "User" Representative

Cody Wolf
 Principal

 Superintendent/designee

Review/Revised: 8/7/2023



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
01/13/2025

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
INSURED US Lacrosse, Inc. dba USA Lacrosse 2 Loveton Circle Sparks Glencoe, MD 21152	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr></thead><tbody><tr><td>INSURER A: Pennsylvania Manufacturers' Association In</td><td>12262</td></tr><tr><td>INSURER B: Pennsylvania Manufacturers Association Ins</td><td>12262</td></tr><tr><td>INSURER C: National Union Fire Insurance Company of P</td><td>19445</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Pennsylvania Manufacturers' Association In	12262	INSURER B: Pennsylvania Manufacturers Association Ins	12262	INSURER C: National Union Fire Insurance Company of P	19445	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W37432336**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					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
			302501-14-25-36-2	01/01/2025	01/01/2026	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		652501-14-25-36-2	01/01/2025	01/01/2026	AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	General Liability -		302501-14-25-36-2	01/01/2025	01/01/2026	Aggregate \$2,000,000
	Sexual Abuse/Molestation					Per occurrence \$1,000,000

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

RE: Team or League Requiring 100% Membership for players and coach members

Liability coverage under this policy extends to US Lacrosse Inc. aligned and approved events involving the US Lacrosse National Teams, leagues, camps, clinics, tournaments and officials and coaches associations provided that they follow 100% registered member guidelines set forth by US Lacrosse Inc., and/or events approved by US Lacrosse, Inc.

SEE ATTACHED

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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