

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VIIG **DATE:** June 6, 2023

TOPIC/TITLE: Contracts

PRESENTER: Danny Adkins

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY
 - STATE OR FEDERAL LAW OR REGULATION
 - BOARD OF EDUCATION POLICY
 - OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION
 - DATE:
 - ACTION:

BACKGROUND INFORMATION:


SUMMARY OF MAJOR ELEMENTS:

Attached Contracts: FY24 Fiscal Court Transportation Reimbursement Contract; Woodford County Fiscal Court Stadium Contract.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



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- DATE:
- ACTION:

BACKGROUND INFORMATION:

SUMMARY OF MAJOR ELEMENTS:

Attached Contracts: Woodford County Fiscal Court Stadium Contract.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

_____ *Danny Adkins*

LEASE

THIS LEASE AGREEMENT made and entered into pursuant to the Governmental Leasing Act, KRS 65.940 *et seq.*, this the 1st day of July, 2023, by and between the WOODFORD COUNTY FISCAL COURT, with its principal office at the Woodford County Courthouse, Room 200, 103 South Main Street, Versailles, Kentucky 40383, hereinafter referred to as LESSOR, and the BOARD OF EDUCATION OF WOODFORD COUNTY, with its principal office at 330 Pisgah Pike, Versailles, Kentucky 40383, hereinafter referred to as LESSEE.

WITNESSETH:

That LESSOR shall, for and in consideration of the rental payment by the LESSEE hereinafter set forth, lease unto LESSEE, for its nonexclusive use, the Community Stadium football/soccer complex located at the Woodford County Park, at 275 Beasley Road, Versailles, Kentucky, as well as necessary and attendant parking spaces in the paved general parking lot in front of the Falling Springs Arts and Recreation Center, hereinafter referred to as "leased premises."

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereto belonging unto said LESSEE, its successors and assigns, during its priority seasonal usage period, described herein below, and beginning on July 1, 2023, and ending on June 30, 2024. This LEASE AGREEMENT shall automatically renew for an additional one-year period beginning on July 1, 2024, and ending on June 30, 2025, if LESSEE notifies LESSOR, in writing, of its intent to renew by no later than May 31, 2024.

The following terms and conditions shall apply to this Lease:

1) Rental Payment. LESSEE agrees to pay to LESSOR an amount equal to one dollar (\$1.00) of the gross sales price of each ticket sold to the public for any function performed, or athletic or other venture or event sponsored by, and involving, LESSEE. This surcharge shall only apply to gate admission tickets sold at the event site, and specifically does not apply to "all sports" ticket packages, or season football or soccer ticket packages. The surcharge shall apply to both student and adult gate ticket sales, but shall specifically not apply to advance student ticket sales. LESSEE shall have the sole right to determine the sales price of each gate admission subject to this surcharge, but the cost shall include this \$1.00 add-on. The total amount of surcharge collected from gate admission sales shall be specifically accounted for and reported to LESSOR, and accompanied by payment to LESSOR within thirty (30) days following the date of the school sports event, function, or performance, without demand being necessary, to its place of business described above, or any place subsequently designated by the LESSOR. Monies generated through the surcharge will be placed in a designated account for stadium and parking lot maintenance.

2) Use of Leased Premises. The subject property is being leased to LESSEE to manage its use during the fall sports season for WCHS football, and boys and girls soccer teams, and for any and all attendant and/or reasonably related high school purposes, with priority and primary use to be accorded to LESSEE for these sports activities from July 15 — November 30 of each year (priority seasonal use time). LESSEE may also utilize the leased property for its middle school football and soccer programs, based however, upon field availability, as such use is not deemed priority use as it is for the high school programs.

3) Utilities and Clean Up. In addition to the rental payment set forth in ¶1 above, the LESSEE shall be responsible for payment of one hundred percent (100%) of the electric and water services only during the priority seasonal use time (July 15 — November 30 each year of the Lease) and for any preparatory and clean up costs for and after its events. Any use of the leased premises at a time other than the priority seasonal use time period will result in a reasonable charge for electric and water services calculated as near as practically possible on the actual use during the period by the LESSEE.

Initials – WCFC

Initials – BOE

The LESSOR shall during the term of this Lease maintain the stadium structure and facilities in a safe and fully functional condition, and in a timely fashion perform basic maintenance and minor repair or patch work, resulting from, or due to, the age or general depreciation of the stadium. The LESSOR is specifically not responsible for maintenance of the scoreboard, concession stands, or light towers, or for bleacher/seating replacement, but shall be responsible for basic light tower bulb replacement, for basic upkeep to the bleachers/seating, for preservation of the existing press box as currently constructed, and for the restrooms. The parties to this Lease agree that any upgrades to the facility, including but not limited to a new or improved press box, new light towers, or new bleachers/seating, are considered "improvements," the cost and payment for which would have to be separately negotiated between the parties, each of whom commit to act in good faith in such regard. As concerns the structure, the LESSOR shall satisfy any code requirements governing LESSOR under Federal, State, and Local laws; provided, however, this last proviso shall not be interpreted by LESSEE to bind LESSOR to comply with any Americans With Disabilities (ADA) standards LESSEE might otherwise be required to adhere to.

4) Prohibited Uses. LESSEE shall not allow smoking or use of any tobacco product anywhere within or upon the leased premises, nor any consumption of alcoholic beverages at any time. LESSEE agrees to strictly enforce this policy during its use of the leased premises.

5) Insurance. LESSEE agrees to maintain at all times public liability insurance on the leased property for the purpose of protecting the LESSOR from any claims which may be made as a result of injury to any person or property which may occur on the leased premises, proof of which shall be made available to LESSOR prior to the effective date of this Lease and, subsequently, at any time upon demand. The LESSEE shall, at all times during the term of this Lease, protect and save harmless the LESSOR from any and all claims, demands, and damages for injuries to person or property incurred on the leased premises occupied by LESSEE and growing out of the neglect of LESSEE or any of its employees or agents. Such insurance shall afford minimum protection of not less than ONE MILLION DOLLARS (\$1,000,000.00) for each occurrence of bodily injury or death and of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each occurrence of property damage.

The LESSOR agrees to indemnify and hold harmless the LESSEE, its officers, employees, and agents against claims or demands arising from providing the leased premises under this Lease. The LESSOR agrees to provide comprehensive liability insurance for the entire term of this Lease with a company licensed to do business in the Commonwealth of Kentucky, insuring both the LESSOR and LESSEE, with policy limits of \$1,000,000 combined single limit, including broad form comprehensive general liability, and to deliver to the LESSEE a certificate of insurance reflecting the coverage prior to the effective date of this Lease.

The LESSOR also agrees to maintain adequate property insurance during the term of this Lease that will cover the stadium facilities, including the field turf.

6) Improvements. Although no major renovation or expenditure will be made on the Community Stadium absent approval of the LESSOR, during the term of this Lease, the LESSEE may from time to time change, alter, or otherwise add to the improvements being now or hereinafter located upon the leased premises in any manner in which said LESSEE may from time to time decide, provided always that such changes or alterations shall not lessen the value of the leased premises, or appreciably diminish and decrease the usable space, and provided further that LESSEE will be solely responsible for the cost for same. Further, LESSEE covenants that, upon the termination of this Lease or upon failure of the LESSEE to renew said Lease as set forth in this Lease, or upon failure of LESSEE to pay or perform under the terms and covenants of this Lease, any improvements or additions thereto made by LESSEE during the term of the Lease shall be deemed to be the property of the LESSOR.

7) Assignment. No assignment or transfer of the Lease shall be made by LESSEE without prior written consent from the LESSOR.

Initials – WCFC

Initials – BOE

8) Right of Enjoyment. The LESSOR hereby covenants and agrees that LESSEE shall have peaceable and quiet possession and enjoyment of said premises. LESSOR shall reserve upon themselves the right to come upon the premises for the purpose of making any reasonable or necessary inspections of said premises, even during LESSEE's term of priority usage.

LESSEE hereby agrees to maintain all facilities which it may hereinafter erect upon the leased premises, pursuant to 6) Improvements, above, as well as to maintain in a neat and orderly fashion all the grounds located immediately adjacent thereto. LESSEE further hereby covenants and agrees to pay all rents, taxes, assessments, and other charges, if any, and to perform all covenants and agreements of this Lease made by and in favor of the LESSEE. All agreements, covenants, and conditions of this Lease shall inure to and be binding upon the successors and assigns of the LESSOR and the LESSEE, parties hereto.

9) Use of Premises by Other Parties. LESSEE understands, acknowledges and agrees that its use of the Community Stadium complex and facilities is not exclusive, even while it maintains priority standing during the priority seasonal use time. LESSEE shall have exclusive use and control of, and responsibility for, the dedicated concession stands, and LESSEE shall be responsible for complying with any health or food or structural inspection codes, or permit requirements, with regard to the sale of food, drinks, and novelties from within the concession stands.

10) Entire Agreement. This Lease contains the entire agreement of the parties, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied in this Lease, shall be of any force and effect. Amendments to this Lease, such as for renewal, may be mutually agreed upon and reduced to writing.

11) Governing Law. This Lease has been executed and delivered in the Commonwealth of Kentucky, and all the terms and provisions hereof and with the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws thereof.

12) Preservation of Defense. It is understood and agreed that none of the parties hereto waives by entering into this Lease any right that it may have to use the defense of governmental/sovereign immunity to any claim which may be asserted against any party hereto.

13) Non-Discrimination. The LESSOR and LESSEE agreed to not discriminate against any individual in or relative to the use of the leased premises at any time on the basis of race, color, national origin, sex, religion, genetic information, or disability.

14) Binding Effect. LESSOR and LESSEE agree that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

15) Severability. If, during the term of this Lease, it is found that a specific provision or language used is illegal under Federal or State law, the remainder of the Lease not affected by such ruling or determination, to the extent legally permissible, shall remain in force.

16) No Third Party Rights. Nothing in this Lease is intended by the parties and shall not be construed as creating rights, entitlements, and/or benefits of any kind whatsoever for anyone as a third-party beneficiary.

17) Notices. For purposes of notice requirements, the following addresses shall be utilized for the parties hereto:

Initials – WCFC

Initials – BOE

Woodford County Fiscal Court
Attention: County Judge Executive
Woodford County Courthouse, Room 200
103 South Main Street
Versailles, Kentucky 40383

Board of Education of Woodford County
Attention: Superintendent
330 Pisgah Pike
Versailles, Kentucky 40383

18) Duplicate Originals. This Lease is being executed in duplicate originals.

IN TESTIMONY WHEREOF, the parties hereto have executed this Lease on this the day and year first above written.

Woodford County Fiscal Court:

BY: _____
TITLE: _____

Witness

Board of Education of Woodford County

BY: _____
TITLE: _____
DATE APPROVED: _____

ATTEST
SECRETARY TO THE BOARD OF EDUCATION

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: *vllg* **DATE:** June 12, 2023

TOPIC/TITLE: FY24 Fiscal Court Transportation Reimbursement Contract

PRESENTER: Shane Smith

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
 - ACTION REQUESTED AT THIS MEETING
 - ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
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PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
 - PREVIOUS REVIEW OR ACTION
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- DATE:
 - ACTION:

BACKGROUND INFORMATION:

The Fiscal Court reimburses the District for the private school kids transportation.

SUMMARY OF MAJOR ELEMENTS:

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Darryl Adley

CONTRACT

This **CONTRACT** is entered into this ____ day of _____, 2023, by and between the **WOODFORD COUNTY BOARD OF EDUCATION, KENTUCKY**, 330 Pisgah Pike, Versailles, Kentucky 40383, and **WOODFORD COUNTY FISCAL COURT**, 103 Main Street, Versailles, Kentucky 40383.

The purpose of this contract is to comply with **KRS 158.110** and set forth terms related to the transportation provided by the **WOODFORD COUNTY BOARD OF EDUCATION** to non-public school students in Woodford County. The Kentucky General Assembly has appropriated funds to reimburse county fiscal courts for a portion of cost incurred for the transportation of non-public school students. Therefore, it is agreed upon that at the end of the 2023-2024 school year, **WOODFORD COUNTY FISCAL COURT** will reimburse the **WOODFORD COUNTY BOARD OF EDUCATION** for the transportation of non-public students.

The **WOODFORD COUNTY BOARD OF EDUCATION** will submit a statement of cost to transport non-public schools to the **WOODFORD COUNTY FISCAL COURT** at the end of the school year and upon receipt of said statement, reimbursement will be issued to the **WOODFORD COUNTY BOARD OF EDUCATION**.

Woodford Co. Judge/Executive

Woodford Co. Schools Superintendent

Date Approved

Date Approved by Board of Education

ATTEST:

ATTEST:

Witness

Witness