



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

Issue Paper

DATE:

January, 21, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Kenton County Fiscal Court and Piner Elementary, Kenton Elementary, and Simon Kenton High School for use of their cafeterias during non-school hours in February 2025.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Kenton County Fiscal Court requests use of cafeterias to conduct several public meetings.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Community Use Facility contract with Kenton County Fiscal Court and Piner Elementary, Kenton Elementary, and Simon Kenton High School for use of their cafeterias during non-school hours in February 2025.

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 Kenton County Fiscal Court hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization X non-profit organization/FEIN # 61-6000743

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: Pines Elementary, Kenton Elementary,
+ Simon Kenton HS - cafeterias

at the following times and dates: Various Dates February 2025 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) _____ 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: Piner, Kenton, # SK Kenton County Fiscal Court
Name of Renting Organization "User"

Josh Wice
Name of "User" Representative (Print)

1840 Simon Kenton Way
Address

Covington Ky 41011
City State Zip

(859) 392-7058
Phone Number

jwice@pdskc.org
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.

Joe Shriver
Name

1840 Simon Kenton Way
Address

859-392-1400
Telephone Number

joe.shriver@kentoncountypds.org
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.

[Signature]
Signature of "User" Representative

[Signature]

[Signature]
Principal

[Signature]
Superintendent/designee

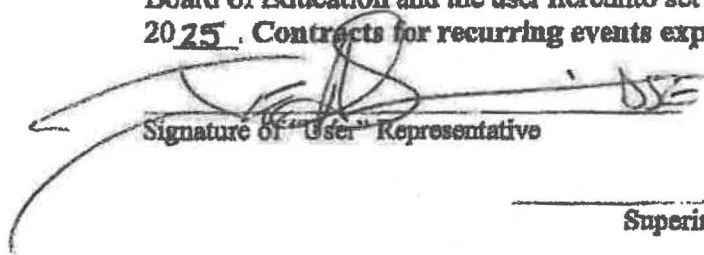
Review/Revised:8/7/2023

Facility Use ContractName of School: Piner, Kenton, & SK Kenton County Fiscal Court
Name of Renting Organization "User"Josh Wice
Name of "User" Representative (Print)1840 Simon Kenton Way
AddressCovington Ky 41011
City State Zip(859) 392-7058
Phone Numberjwice@pdskc.org
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.

Joe Shriver
Name1840 Simon Kenton Way
Address859-392-1400
Telephone Numberjoe.shriver@kenton-county.org
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.


Signature of "User" Representative
Principal
Superintendent/designee


Review/Revised: 8/7/2023

Facility Use ContractName of School: Piner, Kenton, & SK Kenton County Fiscal Court
Name of Renting Organization "User"Josh Wice
Name of "User" Representative (Print)1840 Simon Kenton Way
AddressCovington Ky 41011
City State Zip(859) 392-7058
Phone Numberjwice@pdskc.org
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.

Joe Shriver
Name1840 Simon Kenton Way
Address859-392-1400
Telephone Numberjeshriver@kentoncounty.org
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.


Signature of "User" Representative
Superintendent/designee
Principal

Review/Revised: 8/7/2023



KENTCO-P09

PGAYHEART

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2025

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
Public Entity Insurance
505 Wellington Way, Suite 275
Lexington, KY 40503

CONTACT NAME: Piper Gayheart

PHONE (A/C, No, Ext): (859) 296-4580

FAX (A/C, No): (859) 296-4583

E-MAIL ADDRESS: pgayheart@pei-gov.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Princeton Excess and Surplus Lines Insurance Company

10786

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

KENTON COUNTY FISCAL COURT
1840 SIMON KENTON WAY
Covington, KY 41012

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR 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	X		64-A3-EX-0000059-03	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 6,000,000
	<input checked="" type="checkbox"/> Law Enf 6000000						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Public Offic 6000000						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 6,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 6,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 6,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE (Per accident) \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is Additional Insured for General Liability coverage for Kenton County Fiscal Court to use Kenton County Board of Education's buildings for community engagement sessions on February 4, 2025 and February 10, 2025.

CERTIFICATE HOLDER

Kenton County School District
1055 Eaton Drive
Ft Wright, KY 41017

CANCELLATION

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