


# Bullitt County Public Schools

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To: BCPS Board Members

From: Jesse Bacon, Superintendent 

Date: November 16, 2018

Re: BCPS and Beam Suntory, Inc Revenue in Lieu of Taxes Agreement First Addendum

The Bullitt County Public Schools Board of Education and Beam Suntory, Inc. entered into a "Revenue in Lieu of Taxes Agreement" in November of 2017. Due to recently identified needs and forward moving vision of the district, we met with Beam Suntory to discuss changing the agreement which would allow the revenue to be spent on additional programming for the students of Bullitt County Public Schools. This additional programming may include transition ready activities for college/career/life and provide deeper learning experiences for students that combine academic, social/emotional and work essential skills for students in K-12. The attached first addendum revises sections of the agreement in paragraphs 2, 3, 4 and 5 which are on pages 2-3 of original agreement. The first addendum has been reviewed by Joe Mills of Buckman, Farris & Mills Law Office and the legal team at Beam Suntory, Inc. Approval of the First Addendum to In-Lieu of Tax Payments Agreement is requested.

**FIRST ADDENDUM TO  
IN-LIEU OF TAX PAYMENTS AGREEMENT**

This First Addendum In-Lieu of Tax Payments Agreement ("First Addendum") made and entered into as of \_\_\_\_\_, 2018, by and between the Bullitt County Board of Education (the "School Board") and Jim Beam Brands Co., a Delaware corporation ("Lessee").

**Recitals**

Whereas, in December 2017 the In-Lieu of Tax Payment Agreement ("Original Agreement") was executed;

Whereas, the School Board and Lessee desire to broaden the scope of programming in which the In-Lieu Payments may be used by the School Board; and,

Whereas, the School Board and Lessee desire to modify the terms of the Original Agreement.

**Addendum**

Paragraph 2 on pages 2-3 of the Original Agreement shall be amended to include the following:

The School Board may also use the In-Lieu of Payments to fund Transition Ready activities and related learning experiences for all students in PreK-12 to provide a foundation to ensure our students are ready for college, career and life. The School Board may also use In-Lieu Payments to provide deeper learning instructional experiences for students and teachers based on competencies that combine academic, social/emotional and work essential skills for all students.

Paragraph 3 on page 3 of the Original Agreement shall be replaced with the following:

The School Board will track expenditures associated with all programming paid for with In-Lieu of Payments and annually provide to the Lessee within forty-five days after the end of each fiscal year, records of expenditures made in the previous fiscal year, as well as a narrative report describing activities and expenses to date and plans for the following fiscal year.

Paragraph 4 on page 3 of the Original Agreement shall be replaced with the following language:

An annual dinner shall be held for the students, parents, staff and other stakeholders to celebrate and further encourage students that have participated in the programs stated in Paragraph 2 of the Original Agreement and First Addendum. All costs associated with the annual dinner shall be paid by the Lessee.

Paragraph 5 on page 3 of the Original Agreement shall be replaced with the following language:

The planning and marketing of the annual dinner referenced above shall be coordinated and agreed upon jointly by the Lessee and the School Board.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Original Agreement.

The language herein constitutes the entire First Addendum. The remaining provisions and terms of the Original Agreement not modified or amended herein shall remain in force and effect.

**Agreed to by:**

\_\_\_\_\_  
Authorized Agent  
Jim Beam Brands Co.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debby Atherton, Board of Education  
Bullitt County Public Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jesse Bacon, Superintendent  
Bullitt County Public Schools

\_\_\_\_\_  
Date