

**JESSE BACON, SUPERINTENDENT**

ADRIENNE USHER, ASSISTANT SUPERINTENDENT

BRANDY HOWARD, CHIEF ACADEMIC OFFICER

TROY WOOD, CHIEF OPERATIONS OFFICER

To: Dr. Jesse Bacon, Superintendent *JB*

From: Dr. Rachelle Bramlage-Schomburg, Director of Secondary Education *RBS*

Date: October 5, 2023

RE: University of Louisville and Bullitt County Public Schools MOA

Bullitt County Public Schools has a swim team composed of all three high schools. We currently provide one head coach and one assistant coach who are both “housed” at North Bullitt High School and report to Ronnie Bryson, NBHS Athletic Director. This Memorandum of Agreement between Ralph Wright Natatorium at University of Louisville and Bullitt County Schools would begin October 2023 and conclude in February 2024.

Approval is requested for the MOA between the University of Louisville and Bullitt County Public Schools.

*JB*  
10.5.23

**OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE**

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**

**UNIVERSITY OF LOUISVILLE  
CAMPUS RENTAL AGREEMENT**

**THIS LICENSE AGREEMENT** is made and entered into as of the date last signed by all parties, by and between the University of Louisville (hereafter University), (a Kentucky public institution of higher education, Louisville, Kentucky 40292) and **Bullitt County Public Schools** (hereafter "Licensee") a local event.

**IN CONSIDERATION** of the agreements and covenants to be performed as herein provided, University grants to the Licensee a license to use the certain campus premises.

**THE PARTIES FURTHER AGREE AS FOLLOWS:**

1. **PREMISES:** Licensee shall have use of the space as identified in Exhibit A in accordance with the terms and conditions of this License. The space shall be referred to herein as the "Licensed Premises". In addition, Licensee shall have use of Common Areas in common with other occupants of campus. The term "Common Areas" shall mean the areas of the campus which are designed for use in common by all occupants of the campus and their respective employees, students, agents, and visitors. Use of the Licensed Premises and Common Areas are subject to such nondiscriminatory rules and regulations as may be adopted by the University including those listed on the website: [www.ralphwrightnatorium.com](http://www.ralphwrightnatorium.com).
2. **FACILITIES AND UTILITIES:** University shall provide for the benefit of the Licensee only the Licensed Premises and shall provide upkeep or repairs to the Licensed Premises. Licensee agrees that it accepts the premises "AS IS". University shall be responsible for utility costs at the Licensed Premises except telecommunication and network services.
3. **TERM:** The term of this License shall be **October 3, 2023 through February 2, 2024 from 7:30-8:30pm, with the exception of December 18-29, 2023.** No holdover rights or extension of this License shall be permitted except by written amendment of this agreement.
4. **IMPROVEMENTS TO LICENSED PREMISES:** All improvements made to the Licensed Premises shall remain the property of the University. No improvements shall be made to the Licensed Premises unless Licensee submits plans and specifications for such improvements to the University and such plans and specifications are approved in writing by the University.
5. **PERMITTED USES:** Licensee shall use the Licensed Premises only for the operations described in Exhibit A of this document.
6. **DEFAULT AND CANCELLATION:** University or Licensee may terminate this License at any time by delivering written notice to the other party thirty (30) days prior to the date of termination. University may terminate this License upon three days' notice delivered in person or in writing for any violation of the License terms or rules.
7. **SURRENDER:** Upon expiration or cancellation of the initial term or any renewals of this License, Licensee shall immediately surrender possession of the Licensed Premises to University together with all keys or other access devices or passes. Any personal property of Licensee on the Licensed Premises may be removed, provided that Licensee bears the cost of such removal and repairs at its own expense any and all damage resulting from such removal. If Licensee fails to remove any property from the Licensed Premises at the end of this License, all such personal property shall become the sole property of University.
8. **WAIVER AND HOLD HARMLESS:** Licensee shall indemnify and hold harmless the University, its agents, officers, and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from this License, provided that such claim,



damage, loss or expense is not caused by any negligent act or omission or willful misconduct of University or its employees or agents acting within the scope of their duties.

9. **INSURANCE:** Prior to occupancy of the Licensed Premises, Licensee shall obtain at its own cost and expense and maintain in force during the License a Commercial General Liability Policy with Abuse and Molestation coverage, in the amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate, Workers' Compensation Coverage with Kentucky Statute limits, auto insurance liability if vehicles will be used on campus, fire liability insurance, and liquor liability in the amount \$1,000,000 if alcohol will be sold on university premises or host liquor liability insurance if alcohol will be served on university premises. The University must be contacted before any event selling alcohol takes place. University shall be furnished Certificates of insurance upon the execution of this License. The Certificates shall include provisions stating that the policies may not be canceled or materially amended without University having been provided at least thirty (30) days written notice. Required insurance policies shall contain the following: (i) "University of Louisville is added as 'Additional Insured' as respects the premises being licensed by the Named Insured."; and (ii) "It is agreed that any insurance maintained by the University of Louisville shall apply in excess of and not contribute with, insurance provided by this policy."
10. **YOUTH PROTECTION PROGRAM:** The Licensee agrees, when the Licensed Premises are utilized for a program subject to the Youth Protection Program, to comply with University policies. Policies including but are not limited to Reporting Abuse of Minors Policy, Youth Protection Program Policy, and Youth Protection Program Handbook.
11. **REVIEW RECORDS:** If the Licensee is subject to the Youth Protection program, at any time, the University may request copies of all Licensees Authorized Adult's criminal background checks, training verifications, minor participant release forms, policies and procedures, as required by the Youth Protection Program.
12. **RIGHT OF ENTRY:** University retains the full right and authority to enter and inspect the Licensed Premises at all reasonably anticipated hours, provided that at no time University conducts such activities so as to unreasonably interfere with Licensee's use and occupancy. University may enter at any time to respond to emergencies and may order evacuation of the Licensed Premises and Common Areas.
13. **ASSIGNMENT:** This License or the rights or obligations hereunder shall not be assigned by Licensee either voluntarily or by operation of law, nor shall the Licensed Premises be occupied by others either in whole or in part without the prior written consent of University. Any attempt or attempts to accomplish the foregoing shall confer no rights upon any third party, assignees, or sublicensees. In no event shall this License be assigned or assignable by operation of law, and in no event shall this License be an asset of Licensee in any bankruptcy, insolvency or reorganization proceeding.
14. **WAIVER OF TERMS OR CONDITIONS:** The parties to this License agree that the University may waive the performance of any term, condition and covenant contained herein, provided that such waiver is in writing by an authorized official and shall not be construed or deemed a continuing waiver of the same or any subsequent conduct which may constitute a default of any provision.
15. **RELATIONSHIP OF PARTIES:** University shall not by virtue of this License or occupancy of the Licensed Premises by Licensee become or be deemed a partner, joint venturer or controlling party of Licensee in the conduct of Licensee's business.
16. **NOTICES:** Any notices required or desired to be given under this License Agreement shall be in writing and shall be deemed given when hand-delivered, or mailed postage prepaid registered or certified mail return receipt requested to the following address:

To Licensee : **Bullitt County Public Schools**  
**1040 Highway 44 East**  
**Shepherdsville, KY 40165**

To University at: Ralph Wright Natatorium  
University of Louisville  
2216 S. Floyd St.  
Louisville, KY 40208

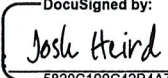
- 17. **LIENS:** Licensee shall keep the Licensed Premises free from any liens or claims of lien arising out of work performed, materials furnished or obligations incurred by or for Licensee. In the event that any liens are filed arising out of work performed, materials furnished or obligations incurred by, for or at the insistence of Licensee and Licensee fails to bond, pay or otherwise extinguish such liens within thirty (30) days after University notifies Licensee of the existence thereof, University may, without waiver of any other rights or remedies, bond, pay or otherwise extinguish such liens and any expenses incurred by University in connection with the liens shall be paid by Licensee to University upon demand as additional costs hereunder.
- 18. **CONFLICTS OF INTEREST:** Licensee represents and warrants that upon careful inquiry, no fee, commission or other pecuniary or real benefit has been provided or promised to any person or organization, other than the University on account of this License or related benefits. Licensee covenants that it will notify University's President in writing promptly upon learning of any change in this warranty or proposal for such change, or upon establishment of any pecuniary relationship with any employee or Trustee of the University, including investments or grants of equity.
- 19. **UNIVERSITY NAME:** Licensee shall not use the name or logo of the University or any of its units for any purpose other than that of the business address of Licensee without prior permission of the University.
- 20. **LICENSE FEE:** The Licensee shall pay an Estimated License Fee of **\$2,970.00 annually** as listed on Exhibit A. Any additional items or services that are to be provided by the University are shown in Exhibit A.
- 21. **ENTIRE UNDERSTANDING:** This License represents the entire understanding and agreement between the parties relating to the Licensed Premises and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this License shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either University or Licensee.

UNIVERSITY

LICENSEE

By: Josh Heird

By: \_\_\_\_\_

Signature:   
5820C199C42B4A7...

Signature: \_\_\_\_\_

Title: Athletic Director

Title: \_\_\_\_\_

Date: 9/26/2023

Date: \_\_\_\_\_







**RALPH R. WRIGHT  
NATATORIUM**

# INVOICE

2023-2024 Practices

**Ralph Wright Natatorium**  
University of Louisville  
2216 S Floyd Street  
Louisville, Kentucky 40208  
United States

5028521681  
RalphWrightNatatorium.com

**BILL TO**  
**Bullitt County Schools**

**Invoice Number:** 24001

**Invoice Date:** February 1, 2024

**Payment Due:** February 1, 2024

**Amount Due (USD):** \$2,970.00

Items	Quantity	Price	Amount
<b>25ym Lane</b> 1/2 hr rental of 1 Lane	270	\$11.00	\$2,970.00

**Subtotal:** \$2,970.00

Tax Exempt 0%: \$0.00

**Total:** \$2,970.00

**Amount Due (USD):** \$2,970.00

**Notes / Terms**

Rental of 3x25 yard lanes on Mondays, Wednesdays, and Thursdays from 7:30-8:30pm. Rental is from October 3, 2023 through February 2, 2024, with the exception of December 18-29, 2023.

Please make checks payable to University of Louisville

**Certificate Of Completion**

Envelope Id: DFBB66E8C80247FE8DF34ACDE3C75C34	Status: Sent
Subject: Complete with DocuSign: BCHS Practice Facility Rental Agreement 2023-24	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Athletic Business Office
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11493 Sunset Hills Road
	Reston, VA 20190
	athbiz@louisville.edu
	IP Address: 136.165.194.141


**Record Tracking**

Status: Original	Holder: Athletic Business Office	Location: DocuSign
9/26/2023 7:40:52 AM	athbiz@louisville.edu	

**Signer Events**

Josh Heird  
 josh.heird@louisville.edu  
 Athletic Director  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 5820C199C42B4A7...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 136.165.194.47

**Timestamp**

Sent: 9/26/2023 7:44:03 AM  
 Viewed: 9/26/2023 9:47:10 AM  
 Signed: 9/26/2023 9:47:22 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/26/2023 9:47:10 AM  
 ID: b54c6f33-a413-4812-9334-bf2f70deb77e

Betsy Nutt  
 betsy.nutt@bullitt.kyschools.us  
 Security Level: Email, Account Authentication (None)

Sent: 10/9/2023 9:49:41 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/25/2023 7:24:03 AM  
 ID: d9289409-c417-4e35-81a3-93459092065e

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

Seth Boone  
 seth.boone@louisville.edu  
 Security Level: Email, Account Authentication (None)

**VIEWED**  
 Using IP Address: 136.165.194.141

Sent: 9/26/2023 7:44:04 AM  
 Resent: 10/9/2023 9:49:07 AM  
 Viewed: 10/9/2023 9:49:40 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/9/2023 9:49:40 AM  
 ID: 2cd3da23-27ee-4913-904e-363de139191b

**Carbon Copy Events**

**Status**

**Timestamp**



<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Opal Newton  
opal.newton@louisville.edu  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 6/25/2021 12:39:03 PM  
ID: 2f374192-12f9-4da3-abb5-014c5f5bbf63

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	9/26/2023 7:44:04 AM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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From time to time, University of Louisville (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact University of Louisville:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [jamie.ely@louisville.edu](mailto:jamie.ely@louisville.edu)

#### **To advise University of Louisville of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [jamie.ely@louisville.edu](mailto:jamie.ely@louisville.edu) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from University of Louisville**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [jamie.ely@louisville.edu](mailto:jamie.ely@louisville.edu) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with University of Louisville**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [jamie.ely@louisville.edu](mailto:jamie.ely@louisville.edu) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify University of Louisville as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by University of Louisville during the course of your relationship with University of Louisville.