



DEPARTMENT OF FACILITIES

TONY ROTH, DIRECTOR
GEORGE BROCK, MAINTENANCE SUPERVISOR
THOMAS STOKES, CUSTODIAL SUPERVISOR
ANDREA ROCK, ENERGY MANAGER

MEMO

TO: Dr. Jesse Bacon, Superintendent

FROM: Troy Wood, Chief Operations Officer

DATE: February 10, 2024

RE: Greater Bullitt County Youth Football League
Memorandum of Facilities Use Agreement

Attached for Board review and approval is a Memorandum of Facilities Use Agreement (MOA) for the Greater Bullitt County Youth Football League. The MOA has been created by Emily Vessels and Eric Farris. I am requesting the Board's approval of this agreement.

Contact me should you have additional questions.

Attachments:

- Memorandum of Facilities Use Agreement
- Insurance Documents

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

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

MEMORANDUM OF FACILITIES USE AGREEMENT

This Memorandum of Facilities Use Agreement (defined, collectively, as the "Agreement") is made between the **Bullitt County Board of Education** (hereafter "BCBOE"), and the **Greater Bullitt County Youth Football League**, (hereafter "User"), (BCBOE and User defined, collectively, as the "Parties").

RECITALS

A. BCBOE's mailing address and principal place of business for this Agreement is located at **1040 Highway 44 E, Shepherdsville, KY 40165**;

B. GBCYFL's mailing address and principal place of business for this Agreement is located at **300 E Joe B Hall Ave, Shepherdsville, KY 40165**;

C. GBCYFL seeks to lease certain property owned by the BCBOE under the terms and conditions as set out herein.

Now, therefore, for and in consideration of the following promises, covenants and conditions, the Parties mutually agree to the following terms and conditions:

TERMS & CONDITIONS

1. **USE OF FACILITY.** BCBOE hereby permits User to use Joe Downs Field (the "Facility") also attached as Exhibit A to outline which portion of the property is available to User. User shall use the Facility for Greater Bullitt County Youth Football League sport programs only and for no other event or purpose. User is not permitted to and shall not use any portion of Facility that is not outlined in Exhibit A; including but not limited to the Bullitt County Public Schools Division of Facilities parking area. User acknowledges that no binding or enforceable agreement use of the Facility shall exist until and unless this Agreement has been signed by User and received by BCBOE.

2. TERM OF AGREEMENT

This Agreement begins July 1 and ends June 30 of each year. BCBOE has the right to temporarily suspend use of the Facility by User if (i) there are outstanding facility use invoices or (ii) all bleacher inspections/parking lot improvements are not updated per BCBOE's recommendations as set out in Sections 3.6 and 6.1.

3. USER'S OBLIGATIONS.

3.1. User shall not make any alterations to the Facility, any fixtures, or equipment, unless otherwise approved by BCBOE. The Facility shall be left in a clean, safe condition. The User shall remove from the Facility all property and materials belonging to the User. If User damages the Facility, BCBOE shall have the option of either (1) requiring User, at User's own expense and risk, to restore the Facility to condition existing prior to the Event, or (ii) itself making the repairs and restorations to the Facility. BCBOE shall have sole and complete discretion in deciding which option to exercise. If BCBOE decides to itself make the repairs and restorations to the Facility, the costs for same shall be borne solely by User. User shall reimburse BCBOE, for any repairs or restoration necessary to repair damages to the

Facility caused by the User or the attendees of the Event no later than five (5) business days after BCBOE presents User with a written statement or invoice reflecting the nature and costs of the repairs.

3.2 User shall exercise care in the use of the Facility and adjacent Campus areas and shall comply with guidelines to reduce excessive wear or damage. User agrees to keep the Facility and adjacent areas of the Campus in a clean and orderly condition and to remove all waste material at the conclusion of the Event, unless BCBOE agrees, in writing, to be responsible for cleanup, removal of waste or recycling.

3.3 User shall be responsible for the repair, maintenance, and upkeep of the fields and bleachers located on the Facility.

3.4 User shall keep and maintain the Facility's buildings, structures, fixtures, and all alterations or replacements thereof, HVAC, plumbing, lighting, landscaping, gates, and fences, in a clean and neat condition and repair. Buildings and structures shall be maintained in compliance with applicable building codes. User's obligation to maintain shall include all necessary repairs and replacements. In no event shall BCBOE have any obligation to make any repairs or replacements to the Facility.

3.5 User shall perform, at its sole cost, all major and periodic maintenance, restoration, replacement and repairs to the field lights and scoreboards located on the Facility.

3.6 User shall annually inspect the bleachers to ensure they are safe and structurally sound. User shall be required to use the same vendor contracted by Bullitt County Public Schools to complete a formal inspection report, to ensure a reputable company is making the repairs and a comparable inspection report is available. This inspection must take place within thirty (30) days of the conclusion of the football season. User shall be responsible for any costs associated with the formal inspection report. User shall provide to BCBOE a copy of the formal inspection report within five (5) days after the inspection. Any repairs or construction needed to bring the bleachers up to current stadium seating standards and codes, based on the formal inspection report, Consumer Product Safety Commission, the National Fire Protection Association, or other applicable laws and regulations, shall be the responsibility of the User. All repairs and construction needed based on the formal inspection report must be completed at least thirty (30) days prior to the start of the following football season.

3.7 User shall be responsible to install and maintain a security system for the Facility. User agrees to indemnify BCBOE of any damage or injury to User or User's employees, agents, guests or attendees due to the failure, action or inaction of the security system.

3.8 User shall pay to BCBOE a \$500 facility use fee if User is allowing teams/participants affiliated with the User, residing outside of Bullitt County (the "Affiliated Team") to use the Facility, which will be billed directly to User and not the Affiliated Team. There is no additional facility use fee for teams/participants composed only of students within the Bullitt County District and approved to use the Facility. User may, at its sole option, collect these fees from the Affiliated Team. If User knowingly and willingly fails to report an Affiliated Team, User shall be subject to a \$1,000 fine. User shall be responsible for verifying the participating team's rosters. User shall pay all outstanding invoices by the end of the term.

4. **ACCESS TO PROPERTY.** BCBOE shall have full access to all structures and grounds located on the Facility. User shall furnish, without charge, BCBOE a full set of all keys to each door and lock located on the Facility. User shall not alter any locks or install any new or additional lock without notifying BCBOE. User shall provide BCBOE with the security system code and shall notify BCBOE of any alteration to the security system code.

5. **USER'S PROPERTY.** BCBOE does not insure the personal property of the User its employees, agents, guests or attendees against damage or loss by any means. User assumes the risk of any such damage or loss.

6. **PARKING AREAS.**

6.1 User shall be responsible for maintenance and repairs of the parking areas of the Facility utilized by User; this includes the paved parking area and gravel lot added by User. The parking areas should be maintained and repaired in a commercially reasonable standard; this includes the removal of snow and debris, routine inspections, and pothole filled when necessary. BCBOE reserves the right to inspect the parking areas and recommend safety improvements. If BCBOE determines the User has breached this Agreement, BCBOE will notify User of that fact in writing, and User will be afforded five (5) business days to cure the breach. If such breach remains uncured, BCBOE shall have the right, at its option, to cure the breach and send the invoice to User. User shall reimburse BCBOE, for maintenance or repairs needed to cure the breach, no later than five (5) business days after BCBOE presents User with a written statement or invoice reflecting the nature and costs of the maintenance or repairs.

6.2 User shall not use the Bullitt County Public Schools Division of Facilities parking area and shall advise its employees, agents, guests and attendees of such prohibited use. User agrees to indemnify BCBOE and hold it harmless against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against BCBOE in connection with the negligence or misconduct of User, its employees, agents, guests or attendees.

6.3 User agrees to indemnify BCBOE, for any damages, loss or deficiency caused to any vehicle or person in the parking areas for any reason, including, but not limited to, as a result of fire, smoke, earthquake, flooding, theft, break-in, impact by other vehicles.

7. **UTILITIES.** User shall pay, when due, all charges for utilities furnished to the Facility or chargeable against the Facility, including, but not limited to, all charges for water, sewage, heat, gas, garbage, electricity, telephone, or other public or private utility services.

8. **INSURANCE.** User shall assume all liability for injury to persons or property by reason of its use of the Facility and shall indemnify and save harmless BCBOE from any loss or damage thereby. User shall maintain liability, property and casualty insurance upon the Facility in amounts approved by BCBOE. BCBOE shall be named as a Loss Payee and an Additional Insured on applicable insurance coverage(s) and certificates of insurance coverage(s) shall be delivered upon execution hereof and annually thereafter to BCBOE. Any insurance provided by the User shall apply on a primary basis and shall not require contribution from any insurance maintained by BCBOE. Any insurance or self-insurance maintained by BCBOE shall be in excess of, and shall not contribute with the insurance provided by User.

9. **NON-WAIVER.** Parties agree no waiver of any provisions or the breach of any provision of this Agreement constitutes a waiver of any subsequent breach of a provision described in this Agreement nor justifying or authorizing the nonobservance of any other provisions described in this Agreement, except as amended, modified, or agreed in writing between the Parties.

10. **APPLICABLE LAW & REMEDIES.** Parties agree (i) this Agreement is construed and enforced according to the laws of the state of Kentucky, and (ii) all claim(s), counterclaim(s), dispute(s), breach(es), action(s), and other matter(s) in dispute between the Parties arising or relating to this Agreement will be decided in a court of competent jurisdiction within the state of Kentucky, county of

Bullitt.

11. **SEVERABILITY**. Parties agree the remaining provisions of this Agreement will be unaffected and remain valid and enforceable to the full extent permitted by law in the event and for any reason any provision of this Agreement is held invalid or unenforceable under applicable law.

[Signatures on the Next Page.]

MEMORANDUM OF AGREEMENT

The representatives on behalf of the Parties below each personally represent and warrant possessing legal capacity and authority to acknowledge this Agreement on behalf of the Parties, and each do voluntarily acknowledge this Agreement on the effective dates below.

BULLITT COUNTY BOARD OF EDUCATION

By: _____
Jesse Bacon, Superintendent

Date: _____

GREATER BULLITT COUNTY YOUTH FOOTBALL LEAGUE

By: _____

Date: _____

Exhibit A



MOA ADDENDUM

This MOA Addendum (hereinafter referred to as the "Addendum") is made and effective _____, and is mutually agreed upon

BY AND BETWEEN: **Bullitt County Public Schools**, with an address of 1044 HWY 44 E, Shepherdsville, KY 40165, hereinafter referred to as the "BCBOE."

AND: **Greater Bullitt County Youth Football League**, with an address of 300 E Joe B. Hall Ave, Shepherdsville, KY 40165, hereinafter referred to as the "User," BCBOE and User defined collectively as the "Parties."

Amendments

The Parties concur to make the following alterations to the Original Agreement:

1. **User shall be extended a grace period for repairs to be completed in regard to compliance of sections (3.1, 3.3 and 6.1) not to exceed 6/30/2025. The specific repairs will be noted as repair of potholes in parking area and repair of damaged westside fence facing Riverport RD and adjacent to BCBOE maintenance campus.**
2. **BCBOE agrees to accept Users bleacher inspection dated 5/10/2024 as proof of current inspection and the associated invoices be accepted as proof of noted repair completion prior to signing. The user agrees that on or before 5/10/2025 a new inspection must be performed as defined in section 3.6.**

Purchase

User agrees if the Facility is sold prior to the completion of repairs or inspection as set forth above, User shall be responsible for completing the repairs and/or inspections prior to the closing date or User will come to a new agreement with the new owner of the Facility. BCBOE agrees if the Facility is sold prior to June 30, 2025, BCBOE will work with the new owner to allow User to complete the 2025 football season.

Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

Entire Agreement

This Contract Addendum and the Original Agreement collectively represent the entire understanding between the Parties and supersede all prior discussions, agreements, or understandings.

Signature and Date

By affixing their signatures below, the Parties hereby consent to the stipulations and conditions described in this Contract Addendum:

FIRST PARTY

SECOND PARTY

Signed (signature)

Signed (signature)

Print Name

Print Name

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2024

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 Hyland, Block Hyland 9750 Ormsby Station Rd Ste 200 Louisville KY 40223		CONTACT NAME: Christina Welsh PHONE (A/C, No, Ext): (502)637-4733 FAX (A/C, No): (502)637-6222 E-MAIL ADDRESS: christinaw@hylandins.net	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Northfield Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 24/25 Master**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	Y		WS604358	10/12/2024	10/12/2025	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> 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) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						
	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)	Y / N <input type="checkbox"/>	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 hereby named as an Additional Insured with respects to General Liability per policy form Blanket Additional Insured S2853-CG (3/20)

Policy form: Primary And Noncontributory-Other Insurance Condition CG 20 01 04 13

CERTIFICATE HOLDER**CANCELLATION**Bullitt County Public Schools
1040 Highway 44 East

Shepherdsville

KY 40165

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

© 1988-2015 ACORD CORPORATION. All rights reserved.