



Jefferson County Public Schools  
Police Department  
C.B. Young Jr. Service Center  
3001 Crittenden Drive  
Louisville, Kentucky 40209  
(502) 485-3111

OK AS TO FORM  
AMH 7-18-2025



Memorandum of Understanding  
Between  
Jefferson County Board of Education  
And  
University of Louisville Athletic Association, Inc.

This Memorandum of Understanding ("MOU") is between Jefferson County Board of Education (School District) and University of Louisville Athletic Association, Inc. (ULAA) to provide a location where School District students and employees can relocate in the event an emergency requires a school or schools to be evacuated. ULAA agrees to temporarily house school occupants subject to the terms of this MOU.

In consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. Term; Termination. This MOU shall become effective upon signature by the authorized officials from both parties and will remain in effect for a period of three (3) years, unless earlier terminated as set forth herein.

2. Responsibilities of ULAA.

a. To the extent available, and subject to ULAA's prior consent, ULAA agrees to permit School District to use University of Louisville L&N Stadium, 2800 South Floyd Street ("Relocation Site") to relocate School District students and employees in the event of an emergency during School District's standard operating hours. School District acknowledges and agrees that Relocation Site may not be available, and ULAA may, in its sole discretion deny School District access to the Relocation Site.

b. ULAA will provide School District with a point of contact for purposes of making requests to use Relocation Site as contemplated herein. Steven Green shall be the initial point of contact and can be reached at [steven.green@louisville.edu](mailto:steven.green@louisville.edu) or (502) 489-0108. In the event of a change in ULAA's point of contact, ULAA will notify JCPS Police Department at (502) 485-3111 to provide the new point of contact.

c. In the event ULAA permits School District to use the Relocation Site as contemplated herein, ULAA will coordinate with School District to provide reasonable instructions and access to the Relocation Site, subject to the terms of this MOU and the space and capacity of the Relocation Site. Club and Suite spaces will not be available for use by School District, and the Relocation Site can fit up to a maximum of 40,000 individuals.

3. Responsibilities of School District

a. School District shall call the ULAA to obtain prior consent before relocating students to the Relocation Site.

b. School District shall be responsible for providing all staffing, signage, or equipment necessary with respect to the emergency relocation.



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c. School District shall remove any equipment or signage placed on the Relocation Site by School District immediately after School District's use of the Relocation Site.

d. School District will provide ULAA with an appropriate contact who will be available on the day the Relocation Site is being used to respond to issues or challenges relating to School District's use of the Relocation Site.

e. School District shall use the Relocation Site solely for the purpose of relocating its students and staff in the event of an emergency.

f. School District shall repair or restore any portion of the Relocation Site which is damaged to the extent such damage is caused by the use of the Relocation Site by School District or its representatives, employees, agents, officers, students, or invitees.

4. Insurance; Indemnification.

a. School District agrees to procure and maintain throughout the term of this MOU, at its own expense, insurance meeting or exceeding the minimum insurance requirements provided herein. School District shall provide a certificate of insurance evidencing such coverage upon request by ULAA.

**MINIMUM COVERAGE AMOUNTS**

Type of Insurance	Minimum Limits of Liability
<b>Commercial General Liability*</b> Including: Completed Products, Personal and Advertising Injury, Products/Completed Operations	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
<b>Auto Liability*</b> All owned, hired, and non-owned vehicles	\$1,000,000.00 Combined Single Limit (Bodily Injury, Property Damage)
<b>Workers' Compensation</b>	Statutory Limits – Kentucky and the state(s) of domicile of the organization and any subcontractor(s). The all state and voluntary compensation endorsement is to be attached to the policy.
<b>Employers' Liability</b>	\$1,000,000.00 (Each employee, each accident and policy limit)
<b>Professional Liability</b>	\$1,000,000.00 Each Occurrence \$1,000,000.00 General Aggregate
<b>Property Insurance</b>	Replacement Cost, Open Perils, Property Insurance for all Personal Property used/stored by the supplier involved procurement on University Property.

\*Occurrence coverage is required. Claims-made coverage is not acceptable.





These policies (except Workers' Compensation) shall name ULAA, its trustees, officers, employees, and agents as Additional Insured and shall contain a covenant requiring no less than then (10) business days written notice to ULAA before cancellation, reduction, or other modification of coverages.

These policies shall be primary and noncontributing with any insurance carried by ULAA and shall contain a severability of interest clause in respect to cross liability, protecting each Additional Insured as though a separate policy had been issued to each. A certificate of the above policies shall be furnished to ULAA at least then (10) business days prior to the commencement of the services provided under this agreement.

All Certificates of Insurance must clearly state that the organization's insurance is PRIMARY. If organization's policy has deductibles, self-insured retentions, or co-insurance penalties, then all such costs shall be solely borne by the organization and not by ULAA. ULAA will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the organization will not deny liability by reason of the Additional Insured being a state, county, municipal corporation, or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies.

b. School District hereby releases, discharges and waives against ULAA its affiliates and their respective officers, directors, agents, employees, contractors, servants and licensees any and all claims for losses, injuries, death of or damages to persons or property (including loss of use of property) sustained to or by School District and its representatives, employees, agents, officers, students, or invitees and/or the property. School District recognizes the risks of its activities to be undertaken in connection with this MOU and has inspected and is familiar with the Relocation Site and the arrangements for use of the Relocation Site and does voluntarily and fully assume, to the greatest extent permitted by law, all risk of loss, injury, damage, death or destruction to any person or property by theft, accident, inclement weather or from any cause whatsoever. School District shall be responsible for maintaining security and protection of all of School District's representatives, employees, agents, officers, students, or invitees, and of any of School District's property or equipment used on the Relocation Site.

c. School District further agrees, to the extent permitted by law, to protect, indemnify and hold harmless ULAA, affiliates and their respective officers, directors, agents, employees, contractors, servants and licensees (the "Indemnified Parties") and assumes liability for defending the Indemnified Parties for the cost of such defense as well as other damages (or if indemnification is not available, to contribute to Indemnified Parties' losses) from and against any loss, damage, claims or expenses (including reasonable attorneys' and other fees), arising directly or indirectly from any negligent acts or omissions of, or use of the Relocation Site by, School District or any agent, employee, invitee or student associated with School District, arising out of or in connection with this MOU.



d. The foregoing provisions shall be construed to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky and shall be binding upon the representatives, administrators and successors in interest of School District. The maintenance by ULAA of insurance relating to the claims waived, released and/or indemnified hereby shall not affect the terms or interpretation of this MOU.

5. AS-IS CONDITION. Anything contained in this MOU to the contrary notwithstanding, it is understood and agreed that the Relocation Site, if used by the School District, is accepted by School District "AS-IS, WHERE IS, AND WITH ALL FAULTS", and without any representation or warranty by ULAA. ULAA has not and is not making any express or implied representations or warranties whatsoever with respect to the Relocation Site, including, without limitation, any representation or warranty regarding the habitability or suitability for any particular purpose or occupancy of any structure, quality of construction, workmanship, condition, state of repair, safety, merchantability or fitness for any particular purpose, whether the Relocation Site is in compliance with applicable city, county, state or federal statutes, codes or regulations, including, without limitation relating or in any way to hazardous substances or any environmental matters, operation of mechanical systems, equipment and fixtures, suitability of soil or geology, absence of defects or hazardous or toxic substances or wastes. School District acknowledges and represents that it is entering into this MOU without relying upon any such statement, representation or warranty made by ULAA or by anyone on ULAA's behalf and based solely upon School District's own inspections and investigations of the Relocation Site.

6. Assignment. School District shall not have the right to assign, transfer or grant an occupancy right under this MOU to another party without the prior written consent of ULAA.

7. Miscellaneous.

- a. This MOU shall be governed and enforced in accordance with the laws of the Commonwealth of Kentucky.
- b. Individuals executing this MOU on behalf of the parties represent that they have been appropriate authority to do so.
- c. Any amendment to this MOU must be in writing and executed by both parties hereto.
- d. The relationship between the parties to this MOU to each other is that of independent contractors. The relationship of the parties to this MOU to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.



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WHEREUNTO, the parties hereto have affixed their signatures on this \_\_\_\_ day of \_\_\_\_, 2025. This MOU is effective immediately.

**SCHOOL DISTRICT:**

Signature: \_\_\_\_\_  
Dr. H. Brian Yearwood, Superintendent

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

**ULAA:**

Signature: \_\_\_\_\_  
Joshua Heird, Athletic Director

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