

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Jefferson County Board of Education**  
**And**  
**Texas Roadhouse, Inc.**

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education dba Jefferson County Public Schools (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Texas Roadhouse, Inc. (hereinafter "TEXAS ROADHOUSE") locate at 6040 Dutchmans Lane, Suite 200, Louisville, Kentucky 40205.

WHEREAS TEXAS ROADHOUSE is a premier casual dining restaurant chain headquartered in Louisville, Kentucky with a deep commitment to community engagement;

WHEREAS TEXAS ROADHOUSE and its contractors would like to donate materials and skilled labor, with an estimated value of \$200,000 (up to \$100,000 will be contributed by UA Local 502 Plumbers, Pipefitters and HVACR Technicians and up to \$100,000 will be contributed by Texas Roadhouse) to complete a renovation of athletic facilities, including locker rooms and coaching spaces, at Iroquois High School;

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and TEXAS ROADHOUSE agree as follows:

**1. Duties of JCPS:**

- a. The Principal of Iroquois High School will ensure the renovation work occurs during the period specified in this agreement and if the work encounters any delays will submit an amendment for consideration by the Board of Education extending the project period.
- b. Collaborate with TEXAS ROADHOUSE and JCPS Communications Department to share information regarding the project with the public via social media and other mutually agreed upon communication methods.

**2. Duties of TEXAS ROADHOUSE:**

- a. TEXAS ROADHOUSE and its subcontractors will complete the following scope of work, represented on the drawing included as Attachment A:
  - Repair, refresh and refurnish the Coaches' Office and its private restroom.
  - Split a large open space into 3 locker rooms, with new lockers for each space.
  - Convert the storage room into a trainer/medical room.
  - Create athletic storage in the former shower area
  - Repair and update current restroom with new fixtures.

- Room 11 on 2009 blueprints will be converted to a team meeting and media space with projector equipment, a long conference table, and several sofas for student athletes to watch game footage and create a space where teams benefit from spending time together.
  - Provide a new sound system throughout locker rooms for inspiring music before practices and games.
  - Install an ice machine and water bottle filler near Coaches' Office.
  - Provide fresh paint throughout and epoxy floors in school colors.
- b. TEXAS ROADHOUSE and the contractor or contractors selected by TEXAS ROADHOUSE will begin no work until the plans and specifications for the renovation have been approved by JCPS Facilities, permits necessary for the work have been received from all state and local agencies whose approval is necessary under law, and the members of the Jefferson County Board of Education (hereinafter the "Board") have authorized the project to begin.
- c. TEXAS ROADHOUSE and its contractors will complete the renovation in conformance with the plans and specifications as approved by state and local agencies, JCPS Facilities, and the Board. TEXAS ROADHOUSE and its contractors shall at all times during the term of this Agreement comply with all applicable federal, state and local statutes, regulations, ordinances, rules and policies, and shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the renovation work.
- d. TEXAS ROADHOUSE and its contractors will maintain an all-risk property and casualty insurance policy with respect to the renovations at Iroquois High School athletic facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide JCPS with a certificate of insurance upon request naming the Board of Education as additional insured.
- e. Upon completion of the renovation as contemplated herein, TEXAS ROADHOUSE and its contractors will release all claims of ownership, and title to the athletic facilities renovations will vest in the Board. The Board shall thereafter have complete control of the athletic facilities renovations and will be responsible for all maintenance and repair.
- f. Intentionally Omitted.
- (a) Intentionally Omitted.
- g. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- h. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- i. Intentionally Omitted.
- j. Intentionally Omitted.

- k. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- l. TEXAS ROADHOUSE staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- m. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to TEXAS ROADHOUSE. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to TEXAS ROADHOUSE.

**3. Mutual Duties:**

- a. Each party shall not discriminate based on race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
- b. Intentionally Omitted.
- c. The respective administrative offices of JCPS and TEXAS ROADHOUSE who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.

- 4. **Term:** This Agreement shall be effective commencing on the date of execution and shall terminate on March 31, 2026. The Agreement may be extended by mutual written agreement of JCPS and TEXAS ROADHOUSE.
- 5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, TEXAS ROADHOUSE will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of the terms listed above. In the event of an immediate termination, TEXAS ROADHOUSE shall not be permitted to continue to provide services after receipt of the notice of termination.
- 6. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and TEXAS ROADHOUSE.
- 7. **Independent Parties:** JCPS and TEXAS ROADHOUSE are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.
- 8. **Captions:** Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.

9. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and TEXAS ROADHOUSE concerning the TEXAS ROADHOUSE and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability:** If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.
11. **Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.
12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**Jefferson County Public Schools:**

**Texas Roadhouse, Inc.:**

\_\_\_\_\_  
Brian Yearwood, EdD, Superintendent  
Officer

\_\_\_\_\_  
Chris Colson, Chief Business and Administrative

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/25/2025

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).

<b>PRODUCER</b> MARSH USA LLC 400 West Market Street, Suite 700 Louisville, KY 40202	<b>CONTACT NAME:</b> Marsh   U.S. Operations & Technology <b>PHONE (A/C, No, Ext):</b> (866) 966-4664 <b>E-MAIL ADDRESS:</b> Louisville.CertRequest@marsh.com <b>FAX (A/C, No):</b>
CN103795615--GAW-24-25      134      KYLoui	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ACE American Insurance Company <b>INSURER B:</b> Indemnity Insurance Company of North America <b>INSURER C:</b> ACE Fire Underwriters Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Texas Roadhouse, Inc. 6040 Dutchmans Lane, Suite 400 Louisville, KY 40205-3358	<b>NAIC #</b> 22667 43575 20702

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-007382631-01      **REVISION NUMBER:** 3

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 <input checked="" type="checkbox"/> SIR VALUE: \$2,500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			XSL G48948868 Liquor Liability Included (SIR: \$2,500,000) Each Common Cause Limit: \$2,500,000 Aggregate Limit: \$5,000,000	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 2,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,500,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,500,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H11373331 Hired Comp/Coll Ded. \$250K/\$250K Owned Comp/Coll Ded. \$250K/\$250K	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C72622121 (AOS) SCF C72622169 (WI) WLR C7262208A (OR) (See Attached)	09/30/2024 09/30/2024 09/30/2024	09/30/2025 09/30/2025 09/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Store #: 134; Iriquis High School renovation project.  
Store Address: Texas Roadhouse 6040 Dutchmans Lane, Louisville, KY 40205.  
Board of Education of Jefferson County is/are included as additional insured (except Workers' Compensation) where required by written contract.

**CERTIFICATE HOLDER**      **CANCELLATION**

Board of Education of Jefferson County Attn: Insurance/Real Estate Dept 3332 Newburg Road Louisville, KY 40218	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  <i>Marsh USA LLC</i>
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AGENCY CUSTOMER ID: CN103795615

LOC #: Louisville



## ADDITIONAL REMARKS SCHEDULE

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AGENCY MARSH USA LLC		NAMED INSURED Texas Roadhouse, Inc. 6040 Dutchmans Lane, Suite 400 Louisville, KY 40205-3358
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation (continued):

OH XS WC policy WCU C72622200

Carrier: ACE American Insurance Company

Effective/Expiration Dates: 9/30/24 - 9/30/25

Each Accident (Part One &amp; Two) SIR: \$350,000

Each Employee for Disease (Part One &amp; Two) SIR: \$350,000

Limits Provided:

Each Accident or Employee for Disease (Part One): Statutory

Each Accident or Each Employee for Disease (Part Two): \$1,000,000

Aggregate - All Loss (Part Two): \$1,000,000