

CONTRACT

THIS CONTRACT is entered into this 17 day of November, 2023, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511 ("Board") and [Lexington Griffin Gate Marriott Golf Resort & Spa, 1800 Newtown Pike, Lexington, KY 40511] ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, [The Office of Communications & Public Engagement] has established the need to rent venue space for the district teacher of the year event and has determined that this need cannot be met by existing district staff.

[Lexington Griffin Gate Marriott Golf Resort & Spa] provides [venue space, catering, banquet staff] and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of [room rental for dinner and ceremony, catering services, setup/breakdown, banquet staff].

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the [The Office of Communications & Public Engagement], as an independent contractor, services under the direction of Ms. Erica Beatty.

2. The second party shall provide rental of rooms for ceremony and dinner, along with catering services, banquet staff, and a team to assist in setup and breakdown on May 16, 2024].

3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$ 49,025. Additional expenses to be reimbursed are [n/a], with a total amount of this contract not exceeding \$50,000. [Total Amount of Contract]

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).

12. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the

Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from **November 17, 2023** through **May 16**, 2024, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.


IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.


Principal/Director's Approval

11/27/23
Date

Dr. Demetrus Liggins, Superintendent or Designee
BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

Date

LEGAL IN: 
CAB. IN: _____

Name of Second Party

Date

DEPT



GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Lexington Griffin Gate Marriott Golf Resort & Spa, 1800 Newtown Pike, Lexington, KY, 40511, (859) 231-5100 and Fayette County Public Schools.

ORGANIZATION: Fayette County Public Schools
CONTACT:

Name: Erica Beatty
Street Address: John D. Price Administration Building
City, State, Postal Code: Lexington, KY 40511
Phone Number: (859) 420-2265
E-mail Address: erica.beatty@fayette.kyschools.us

SALES MANAGER:

Name: Amy K. Forish
Title: Resort Sales Manager
Phone: (859) 288-6110
Email Address: Amy.Forish@Marriott.com

NAME OF EVENT: Fayette County Public Schools End of Year Celebration May2024
REFERENCE #: M-RIV876Q
OFFICIAL PROGRAM DATES: Thursday, 05/16/2024 - Friday, 05/17/2024

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Group agrees that it will be responsible for utilizing, 10 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Attendees

Date	Day	Run of House	Total Rooms
05/16/2024	Thu	10	10

Start Date	End Date	Room Type	Single
05/16/2024	05/16/2024	Run of House	\$169.00

Hotel's room rates are subject to applicable state and local taxes (currently 16%) in effect at the time of check-out.

RESORT FEE

Room rates will be subject to a non-commissionable daily resort fee of \$20.00 per room per night. This fee will cover several amenities, which include: Putting Green and Driving Bay Access, Complimentary Club Storage, Complimentary Bottled Water available at Front Desk, Complimentary Welcome Cocktail in Lobby (4PM-6PM Daily), Multiple Weekly Resort Activities. Fayette County Public Schools will clearly and conspicuously disclose the resort fee to its attendees in writing. Fayette County Public Schools is solely and fully responsible for informing its attendees of these charges, and that they are separate and distinct from and in addition to the room rate and from taxes. Fayette County Public Schools will not combine these charges into any category such as taxes or room rate. Should any attendee object to paying the resort fee because of inadequate notice of the fee, the amount of the fee to which such attendee objects will be posted to Fayette County Public Schools' master account.

COMMISSION

The group room rates listed above are net non-commissionable. Fayette County Public Schools will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 (800) 228-9290 or (859) 231-5100. Hotel will provide designated booking link to group.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Fayette County Public Schools. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

Reservations by attendees must be received on or before Tuesday, April 16, 2024, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Fayette County Public Schools group rate after this date.

NO ROOM TRANSFER BY GUEST

Fayette County Public Schools agrees that neither Fayette County Public Schools nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Fayette County Public Schools reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply: Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment).

PHISHING

Please be aware that bad actors can impersonate Hotel employees. Group should never rely solely on contact information sent in an email or respond directly to any email requesting a bank account information change. If Group receives a request from Hotel regarding bank account information, Group should contact the Hotel via verified phone number or in person to confirm the request prior to providing such information.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Fayette County Public Schools wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement Fayette County Public Schools shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Fayette County Public Schools.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

Fayette County Public Schools agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

A credit card processing fee of 2% will be added to the Master Account if the final bill is over \$20,000.00. There is not processing fee if payment is made via ACH or check.

ADVANCE PAYMENT

Fayette County Public Schools agrees to make the following advance payments:

20% of estimated revenues-\$9,805.00	Due on Friday, November 17, 2023, with signed sales agreement
80% of estimated revenues--\$39,220.00	Due on Friday, March 15, 2024
Remaining balance	Due on Thursday, May 9, 2024, with final count

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Fayette County Public Schools, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental
05/16/2024	Thu	8:00 AM	4:00 PM	Set Up	Rounds of 10	1	
05/16/2024	Thu	4:00 PM	9:00 PM	Dinner	Rounds of 10	300	\$2,000.00

All meeting rooms, food and beverage, and related services are subject to applicable taxes (currently 6%) and service charge (currently 25%) in effect on the date(s) of the event.

DAMAGE TO FUNCTION SPACE

Fayette County Public Schools agrees to pay for any damage to the function space that occurs while Fayette County Public Schools is using it. Fayette County Public Schools will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Fayette County Public Schools and its attendees.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

Fayette County Public Schools agrees to a minimum banquet food and beverage revenue of \$35,000.00, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices fourteen (14) days prior to Fayette County Public Schools' arrival date. Fayette County Public Schools shall provide Hotel with five (5) days advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

CANCELLATION

In the event of a group cancellation occurring 0 to 60 business days prior to arrival, liquidated damages in the amount of one hundred percent (100%) Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring from the Date of this Agreement to 61 business days prior to arrival, liquidated damages in the amount twenty (20%) of the Minimum Banquet Food and Beverage Revenue and Total Meeting Room Rental will be due, plus applicable taxes.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Fayette County Public Schools agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Fayette County Public Schools will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

LIQUOR LICENSE

Fayette County Public Schools understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Fayette County Public Schools will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Fayette County Public Schools' needs. If such special setups or extraordinary formats are requested, Hotel will present Fayette County Public Schools two (2) alternatives: (1) charging Fayette County Public Schools the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

Encore Global is Hotel's preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and Encore Global's equipment and expertise, a fee of \$2,000.00 will be charged if Fayette County Public Schools selects such a provider. Audio/Visual charges are services are subject to applicable taxes (currently 6%) and service charge (currently 25%) in effect on the date(s) of the Event.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Fayette County Public Schools requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Fayette County Public Schools wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Fayette County Public Schools must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Fayette County Public Schools, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Fayette County Public Schools will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Fayette County Public Schools may use or request to be used at the Hotel.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Fayette County Public Schools has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

- ☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____
Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____
Participating airline frequent flyer account number _____

OR

- ☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

ACCEPTANCE

When presented by the Hotel to Fayette County Public Schools, this document is an invitation by the Hotel to Fayette County Public Schools to make an offer. Upon signature by Fayette County Public Schools, this document will be an offer by Fayette County Public Schools. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Fayette County Public Schools at any time prior to Fayette County Public Schools' execution of this document, the outlined format and dates will be held by the Hotel for Fayette County Public Schools on a first-option basis until Friday, November 17, 2023. If Fayette County Public Schools cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Fayette County Public Schools and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Fayette County Public Schools:

Name: (Print) Erica Beatty

Title: (Print) DW Project Coord.

Signature: Erica Beatty

Date: 11/27/23

Approved and authorized by Hotel:

Name: (Print) Amy K. Forish

Title: (Print) Resort Sales Manager

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) Trey Moreau

Title: (Print) Director of Group Sales

Signature: _____

Date: _____