

**FAYETTE COUNTY
PARK DISTRICT**

"REQUEST FOR PROPOSALS"

GOLF COURSE, EVENT CENTER, and RESTAURANT

OPERATOR

**RFP FOR CALENDAR
2020 - 2022**

PROPOSAL DUE:

December 3, 2019

4:00 P.M.

FAYETTE COUNTY PARK BOARD

c/o FAYETTE COUNTY AUDITOR

131 S.MAIN ST.

WASHINGTON CH, OHIO 43160

fcpd.parks@gmail.com

REQUEST FOR PROPOSALS

CALENDAR 2020 - 2022

The Fayette County Park District is seeking qualified proposals to operate its GOLF COURSE, EVENT CENTER, and RESTAURANT/CAFÉ located at 703 Highland Avenue in Washington Court House, Fayette County, Ohio. Proposals will be received by the Fayette County Park District and shall be delivered to the Fayette County Auditor's Office, 131 S. Main Street, Washington Court House, Ohio 43160 or via e-mail to fcpd.parks@gmail.com including all documents **until 4:00 P.M. local prevailing time, December 3, 2019**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

GOLF COURSE, EVENT CENTER, and RESTAURANT OPERATOR

The property is available for inspection by calling Dan Stahl at (937) 287-6381

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The District reserves the right to reject any of all proposals in part or in whole.

PROPOSAL SCHEDULE

- | | | |
|----|---|--|
| 1. | Advertisement | November 6, 2019 |
| 2. | Issuance of RFP'S: | November 6, 2019 |
| 3. | Receipt of proposals: | December 3, 2019 at 4:00 p.m.
local prevailing time.
Fayette County Park District
c/o Fayette County Auditor
131 S. Main Street
Washington CH, OH 43160
OR
fcpd.parks@gmail.com |
| | | (937) 287-6381 |
| 4. | Evaluation of proposals: | December 5, 2019 |
| 5. | Interviews (if needed): | December 6 & 9, 2019 |
| 6. | Recommendation of award
to FCPD Board: | December 10, 2019 |
| 7. | FCPD Board Approval: | December 12, 2019 |

**DATES OF CONSIDERATION BY DISTRICT BOARD ARE TENTATIVE AND
SUBJECT TO CHANGE WITHOUT NOTICE.**

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The Fayette County Parks District (herein called "District"), invites firms to submit two copies of the proposal. Proposals will be received until 4:00 p.m. local prevailing time, December 3, 2019.

Proposals shall be submitted and addressed to the Fayette County Park District, c/o Fayette County Auditor's Office, 131 S. Main Street, Washington Court House, Ohio 43160. Alternately, e-mail to fcpd.parks@gmail.com including all documents. No incomplete or late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The outside of the envelope should clearly indicate the following information:

"GOLF COURSE, EVENT CENTER,
and RESTAURANT OPERATOR"

Name, address, telephone, and e-mail address of the proponent:

Any proposal received after the time and date specified shall not be considered.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the Fayette County Park District determines it is in the best interest of the District.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Fayette County Park District, c/o Fayette County Auditor's Office, 131 S. Main Street, Washington Court House, Ohio 43160, or to fcpd.parks@gmail.com and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form

of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The District reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the Fayette County Park District.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the Fayette County Park District. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the District reserves the right to alter the membership or size of the selection committee. The District reserves the right to change the number of firms interviewed.

SUBMITTAL REQUIREMENTS

Please indicate the areas you are proposing to operate. The ideal proposal will address all three of these areas, although we are open to consideration of individual aspects on a coordinated basis.

- 1. Golf Course**
- 2. Club House Snack Bar**
- 3. Restaurant & Event Center**

Golf Course:

We are seeking a bidder who will operate the 9-Hole – 83 acre Public-Play Golf Course.

We have a current course maintenance provider who may continue to be available for prospective operators.

Our expectations are that a proposal will address:

Course Maintenance

Course Management

Golf Cart Rental

Marketing Plan

Financial Arrangements including proposed deposits, bonding, revenue sharing, rent, etc.

Club House Snack Bar:

The Course has a well-equipped Café/Snack Bar area.

Our Expectations are that a proposal will address:

Hours/Days of operation

Liquor Licensing

Menu

Financial Arrangements including proposed deposits, bonding, revenue sharing, rent, etc.

Restaurant & Event Center

The Course has a modern and well-equipped chef's Kitchen suitable for use to support a restaurant/catering/Event Center of 4,600 square feet.

Our expectation is that a proposal will address:

Hours/Days of operation as a restaurant

Proposed rental fees

Menu

Details of your experience in management of Events

Marketing Plan

Financial Arrangements including proposed deposits, bonding, revenue sharing, rent, etc.

The following materials must be submitted as part of the proposal.

1. List relevant experience in managing and operating golf courses and related facilities. List size and type of course , ie. private, semi-private, municipal, with emphasis on pro shop , golf cart, and course operation and management.
2. List number, experience, education qualifications of management and support staff.
3. Provide evidence of financial ability, stability and insurability.
4. Describe the approach and philosophy you will utilize in performing the required duties emphasizing best business practices and customer service.
5. Describe your knowledge and understanding of local and surrounding economic, recreational, and competitive factors and conditions.
6. Provide a summary of your proposal and include any additional information to support or strengthen your submittal. Include any ideas or innovations

which would benefit the revenue stream or operational efficiencies of the golf course and related facilities.

7. Provide your proposed percentages of revenue sharing for:

Greens Fees

Cart Fees

Café/Bar

Restaurant

Event Center

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

EVALUATION COMMITTEE MEMBERS

At its discretion, the District reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

Evaluation and Interview Form

Company Name: _____

Interviewer Name: _____

Interview Date: _____

Signature and Title of Evaluation Committee Member

Evaluation Criteria & Weighted Values

CRITERIA	WEIGHTED VALUE		EVALUATION POINTS	TOTAL
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1. Experience	25%	x	_____	_____
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List relevant experience in managing and operating golf courses, event centers, Restaurants and related facilities. List size and type of course , ie. private, semi-private, municipal, with emphasis on pro shop , golf cart, and driving range operation and management.

2. Company Qualifications	15%	x	_____	_____
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List number, experience, education and professional qualifications of management and support staff. Provide all pertinent documentation related to staff certifications and licenses.

3. Financial Capability	10%	x	_____	_____
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Provide evidence of financial ability, stability and insurability. Submit your current certificate of insurance.

4. Work Plan	15%	x	_____	_____
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Describe the approach and philosophy you will utilize in performing the required duties emphasizing best business practices and customer service.

5. Percentages	20%	x	_____	_____
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Provide your proposed percentages of revenue sharing for these cost centers.

Greens Fees
Cart Fees
Café/Bar
Restaurant
Event Center

6. Local Knowledge 5% x _____

Describe your knowledge and understanding of local and surrounding economic, recreational, and competitive factors and conditions.

7. Proposal Summary 10% x _____

Provide a summary of your proposal and include any additional information to support or strengthen your submittal. Include any ideas or innovations which would benefit the revenue stream or operational efficiencies of the golf course and related facilities.

TOTAL _____

Evaluation Points: 1= Lowest through 5=Highest

1 – Not Adequate

2 = Insufficiently Addressed

3 = Adequate

4 – Good

5 = Exceeds Requirements

**FAYETTE COUNTY PARK DISTRICT (FCPD)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT**

REQUEST FOR PROPOSAL

EVALUATOR NAME: _____

FCPD policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of FCPD contracts and Purchase Orders.

I, _____, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of FCPD as a participant in the evaluation of *offers/proposals* received in response to the *Request for Proposals*, entitled **GOLF COURSE, EVENT CENTER, and RESTAURANT OPERATOR**. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. FCPD policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of FCPD contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal*, or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of FCPD paramount in all decisions.

I agree to return to FCPD all copies of proposals, as well as any abstracts, upon completion of the evaluation.

SIGNATURE AND DATE:

EXAMPLE
REQUEST FOR PROPOSALS ONLY
FAYETTE COUNTY PARK DISTRICT
GOLF COURSE, EVENT CENTER, and
RESTAURANT OPERATOR AGREEMENT AT THE
GREENS OF FAYETTE COUNTY

THIS AGREEMENT is made and entered into by and between the Fayette County Park District (the "District") and _____(the "Contractor"). The date of this Agreement shall be the date when it is executed by the District.

1. **SCOPE OF SERVICES**

The Contractor shall provide the following services for the District:

A. Plan, organize, direct and oversee golfer activities at the District's municipal golf course, "The Greens" located at 703 Highland Avenue, Washington Court House, Ohio.

B. Exclusive of turf management, manage all duties related to the operation of the golf course, pro shop, starter station, clubhouse restrooms, cart barn, and exterior grounds of clubhouse that consist of the patio area and walkway.

C. **HOURS OF OPERATION:**

(1) Subject to course conditions and inclement weather as determined by the MRC Manager, the golf course shall be open year round inclusive of all holidays (the exception being Christmas Day) from sunrise to sunset.

(2) On those days the course is closed by the District for the entire day due to inclement weather, such as snow, the pro shop will remain closed and signage posted for the general public.

D. **PERSONNEL:**

(1) Staff the facility with professional personnel who are able to competently perform the duties required.

(2) Determine the number of staff to be hired based on seasonal needs and activities to be able to provide quality customer service at all times.

E. MANAGEMENT PRACTICES:

(1) Develop written policies and procedures for each area of responsibility, subject to District review and approval, and provide annual training to all employees on these policies and procedures, inclusive of stated performance expectations.

(2) Quarterly provide training to all employees on the provision of quality customer service. If the District offers such training, Contractor agrees to send staff to scheduled trainings. Hold quarterly meetings with staff to review expectations of Contractor as they pertain to FCPD policies and procedures to ensure compliance.

(3) Consistently enforce all Contractor policies and procedures developed to ensure employee compliance.

F. ADDITIONAL SERVICES:

(1) Collect and accurately account for applicable revenue including but not limited, to all event center rents, restaurant/catering/café/bar revenue, green fees, cart fees, user fees, and money received from the sale of pro shop merchandise and any other revenue.

(2) At the Contractor's own expense, obtain training services necessary for all staff to operate the Point of Sale System using the any Point of Sale Software program.

(3) Provide golf equipment repair services, power and pull cart rentals, golf equipment rentals and vending machines.

G. PROGRAM DEVELOPMENT:

(1) Plan and develop activities, golf tournaments and programs for the year with the goal of increasing rounds of golf for all age groups.

(2) Develop promotional programs that, subject to District review and approval, focus on golfing activities for all ages.

(3) Work with the District to develop marketing and advertising programs and plans for The Greens.

(4) Develop a specific program which will increase and maintain a loyal local client base.

(5) Work with the District to develop a program that will create promotion of The Greens and synergy with Fayette Travel and Tourism to increase the out-of-town visitor client base.

H. GOLF CARTS:

(1) Develop a weekly and monthly cleaning schedule for the cart barn, which includes sweeping and washing the floor on a daily basis and ensuring staff are being held accountable for completing this duty.

(2) Ensure that cart staff are adhering to the cleaning standards developed for the daily cleaning of carts.

(3) Develop preventive maintenance schedules for each golf cart and ensure a maintenance history is kept detailing all work completed on every golf cart and provide records to the District.

(4) Regularly maintain the golf cart fleet including cleaning, preventive maintenance, fixing or replacing tires, performing all mechanical work according to specifications from the manufacturer, and keeping an inventory of necessary parts to be purchased and paid for by the District. Collaborate with the District on any golf cart maintenance needs and as needed, coordinate repairs accordingly.

(5) Ensure that sand & seed containers in golf carts are filled on each use of golf cart.

(6) Post information in each golf cart as directed.

I. CLEANING RESPONSIBILITIES:

(1) Ensure that clubhouse restrooms are checked and cleaned to a high standard at a minimum of two times per day (midday and prior to closing) and at Contractor's expense, are sufficiently stocked with toilet paper, soap and paper towels. Restrooms are to be swept, mopped and trash removed on a daily basis.

(2) Maintain the exterior of the clubhouse by sweeping and washing cemented areas and removing trash on a daily or as much as necessary to keep the areas neat and clean.

(3) Ensure that clubhouse offices and storage areas are clean, and organized at all times. Also ensure that the offices are cleaned, painted and if need be refurbished annually.

J. Ensure a well-stocked pro shop, inclusive of varied sizes and styles of merchandise at all times, and offer merchandise at competitive prices.

K. Ensure that every staff member whose duties regularly call for dealing with the public is required to wear golf or other appropriate attire. Ensure that every staff person is issued and required to wear a name tag.

2. STANDARD OF PERFORMANCE: LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

C. In the event that golf cart fleet repairs are not or have not been addressed by the Contractor before the return of golf cart fleets to the golf cart fleet vendor or lessor, the Contractor shall be responsible for payment of all costs of repairs, exclusive of normal wear and tear, to the golf cart fleet vendor or lessor.

D. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of Ohio on the sums paid under this Agreement.

E. Upon termination of this Agreement, the District or a new Contractor agrees to purchase from the Contractor at negotiated cost, any pro shop merchandise personalized with the name or logo of The Greens golf course.

F. In the event of termination of this Agreement, the District or a new

Contractor shall have the option of purchasing from the Contractor, said equipment, fixtures, supplies and inventory at the depreciated fair market value.

3. UTILITIES

- A. Contractor shall pay 100 percent(100%) of all clubhouse (gas/electric/water) utility costs, billed by the District on a monthly basis and due within fifteen (15) days of billing.
- B. Contractor shall pay 100 percent(100%) of all clubhouse refuse/telephone utility costs, billed by Lessor on a monthly basis and due within fifteen (15) days of billing.
- C. Contractor shall pay 100 percent(100%) of all clubhouse pest control service costs, billed by Lessor on a monthly basis and due within fifteen (15) days of billing. Pest control service costs excludes fly trap machines and parts.
- D. Contractor shall pay 100 percent(100%) of all clubhouse septic/grease trap service costs, billed by Lessor on a monthly basis and due within fifteen (15) days of billing.

4. GIVEAWAYS

Neither Contractor, nor its employees, shall give away any free golf play which by such act would lessen the gross revenue, which otherwise would be derived from the operation of the clubhouse, concession or golf course, nor shall Contractor or its employees, sell any tickets for play at less than the established rate or give out or make available any free passes for play on the course without the prior approval of the FCPD Board or its designee.

5. CARE OF BUILDING AND EQUIPMENT

- A. The Contractor shall be responsible and pay for any and all routine maintenance of the interior and operating equipment within the clubhouse/pro shop, and cart barn whether the same be owned by the District or the Contractor, and shall keep all District property in good condition with ordinary wear and tear excepted.
- B. In the event of any breakdown or malfunction of any District property

necessitating repair or replacement, the Contractor shall immediately notify in writing to the District of such conditions. The District shall replace or repair such property within a reasonable time upon receipt of written notification. The Contractor waives its rights to make any repairs at the expense of the District except upon the written approval of the FCPD board or its designee.

6. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the District for the performance of this Agreement. If sufficient appropriations and authorization are not made by the District, this Agreement shall terminate upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. TERM AND EFFECTIVE DATE

Subject to an annual performance review conducted by the District and based upon receiving a satisfactory rating, the term of this Agreement shall be effective on January 1, 2020 and shall terminate on December 31, 2022, unless sooner pursuant to Article 10 below. Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for an additional one (1) year term. Contractor and the District shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

8. TERMINATION

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party 90 days prior to the intended date of termination.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the District original copies of all work product, research or papers prepared under this Agreement.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

10. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

11. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the District. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District.

12. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the District, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the District to any obligation not assumed herein by the District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the District, with limits of coverage in the maximum amount which the District could be held liable under Ohio law for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the District is named as an additional insured and that the District is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the District with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term

of this Agreement. Contractor shall provide the District with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under Ohio law. The Contractor shall furnish the District with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

14. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the District from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the District and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the District, and the State Auditor. The District shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the District to recover excessive or illegal payments.

17. APPLICABLE LAW: CHOICE OF LAW: VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Fayette County Park District. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State

of Ohio shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in Ohio. Any action or suit commenced in the courts of the State of Ohio shall be brought in Fayette County.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

Fayette County
Park District:

Contractor:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date
set forth below.

FAYETTE COUNTY PARK DISTRICT:

CONTRACTOR:
