

CONTRACT
Between
COUNTY OF CUYAHOGA

And
Beta Drive Conference Center, LLC

THIS Contract made and entered into this 24th day of May, 2012 by and between the County of Cuyahoga, Ohio (the "County") and Beta Drive Conference Center, LLC (the "Provider"), an Ohio corporation with principal offices located at 700 Beta Drive Mayfield Village, Ohio 44143.

WITNESSETH THAT:

WHEREAS the COUNTY has determined that it desires to enter into contract with BETA DRIVE CONFERENCE CENTER, LLC in order to provide services for Cuyahoga Public Safety Grants to host the 12th Annual Juvenile Crime Coalition Spring Conference for the project period of June 8, 2012.

AND WHEREAS, BETA DRIVE CONFERENCE CENTER, LLC has experience in providing conference services;

NOW, THEREFORE, it is desirable and necessary that the COUNTY and the PROVIDER enter into a Contract in order to complete the necessary recurring services outlined in the scope of work section of this contract.

The parties mutually agree as follows:

I. SCOPE OF SERVICES

The PROVIDER will provide all services as set forth in the scope of services for the project period of June 8, 2012. Any changes or deviations from the original bid specification or informal RFP must be set forth in writing and approved by the COUNTY prior to implementation. Scope of services are as follows:

Capacity: Typically 300 guests attend this annual conference. As a result, the facility must be able to accommodate all guests with adequate restrooms, maneuverability and networking areas. The general session must accommodate all guests at one time during morning, lunch and late afternoon lectures and the facility must make reasonable accommodations for the registration area and supplies.

Facility: The facility must include a floor plan; provide parking for approximately 300 vehicles close to the building.

Breakout/Workshop: A total of five (5) breakout/workshop rooms are needed. Three (3) breakout/workshop (Tuscany 1, Turin 1 & 2) rooms must accommodate at least 70 adults, theater room style. Two (2) (Tuscany 2&3) breakout/workshop rooms must accommodate 70 youth by way of an air wall for separation.

Food & Beverage: Lunch and beverages for 300 guests.

Parking: Parking for approximately 300 vehicles and parking must be in a general parking location close to the conference facility. Conference center has 240 parking spots available. Some of the attendees will need to use the overflow lot which is located on Beta Drive and the hotel to provide complimentary shuttle service to and from the overflow lot.

Audio Visual: six (6) LCD projectors, six (5) laptops, seven screens for projectors, one (1) cordless microphone, stage podium in main session area.

II. COMPENSATION

The COUNTY shall reimburse the BETA DRIVE CONFERENCE CENTER, LLC for allowable expenses incurred in providing the above services, wholly out of funds allocated for these contractual services in the amount not to exceed:

\$10,359.00.

III. METHOD OF PAYMENT

Payment shall be made by the COUNTY to the BETA DRIVE CONFERENCE CENTER, LLC on successful completion of the above-mentioned Scope of Services, and shall be made after BETA DRIVE CONFERENCE CENTER LLC, provides a detailed, documented invoice of services provided.

Reimbursements may be withheld by the COUNTY, if BETA DRIVE CONFERENCE CENTER, LLC is found and notified of non-compliance status with Federal, State and/or COUNTY requirements, regulations and conditions. If office vouchers have been used to expedite payment of services, these costs will be deducted and/or credited against this contract and invoices under this Contract.

IV. AUDITS

The COUNTY, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of any books, papers, program site, staff, clients and records of BETA DRIVE CONFERENCE CENTER, LLC that are pertinent to the subject grant. BETA DRIVE CONFERENCE CENTER, LLC agrees to cooperate with Federal, State, and local auditing requirements and comply with standards, procedures, and reasonable schedules whether the audit be general, full-scope, financial, compliance, performance, total entity, or other.

V. NOTICES

Any reports, notices, invoices or communications required in this Agreement shall be sufficient if sent by the parties in the United States Mail, postage paid, to the addresses noted below:

COUNTY: Norberto Colón, Deputy Chief of Staff
Cuyahoga County Department of Public Safety and Justice Services
310. W. Lakeside Avenue, Suite 700
Cleveland, Ohio 44113
Telephone: (216) 443-2701

PROVIDER: Frank Mancine, General Manager
BETA DRIVE CONFERENCE CENTER, LLC
700 Beta Drive
Mayfield Village, Ohio 44143
Telephone: (440) 229-9900

VI. TERMINATION

This contract/agreement shall terminate on the date stated in Section VII or after reasonable written notice and opportunity to correct any substantial breach of this Agreement.

VII. TERM

This contract/agreement, subject to approval by County of Cuyahoga, Ohio (the "County") will enter into effect on June 8, 2012.

VIII. CUYAHOGA COUNTY HELD HARMLESS

BETA DRIVE CONFERENCE CENTER, LLC agrees to indemnify and hold harmless (and at the COUNTY's request, defend) Cuyahoga County elected officials, and all other persons or organizations cooperating in the conducts of the program, and their employees, agents, and officers (each of which persons and organizations is hereinafter called an "indemnity") from and against any and all claims, loss, damages, liability, costs, expense, judgment or obligation whatsoever, for or in connection with injury (including death) or damage to any person or property resulting from, or in any way connected with the performance or failure to perform obligations hereunder by the BETA DRIVE CONFERENCE CENTER, LLC and applies without limitation to injury or damage to third parties and Cuyahoga County and its respective property.

IX. NON-DISCRIMINATION

The BETA DRIVE CONFERENCE CENTER, LLC agrees to provide program services without discrimination on account of race, sex, color, religion, national origin, age occupation, physical or mental disability or veteran status, to the extent required by law. The parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated herein to the extent binding upon the BETA DRIVE CONFERENCE CENTER, LLC.

X. COMPLIANCE WITH THE LAW

The BETA DRIVE CONFERENCE CENTER, LLC agrees to provide the services in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances.

XI. ENTIRE CONTRACT

This Contract constitutes the full and complete expression of the Agreement between the parties and supersedes any prior contemporaneous oral or written agreements. This Agreement shall not be amended except by a written instrument signed by both parties.

XII. ELECTRONIC CONTRACT

By entering into this Contract I agree on behalf of the contracting or submitting business entity, its officers, employees subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY and the BETA DRIVE CONFERENCE CENTER LLC, has executed and delivered this Agreement as of the date first above written.

BETA DRIVE CONFERENCE CENTER LLC

By: 

Frank D. Mancine, General Manager

COUNTY OF CUYAHOGA, OHIO

CUYAHOGA COUNTY, OHIO:

Edward FitzGerald, County Executive

By: 

2012-06-25 08:56:33
Edward FitzGerald, County Executive