

**CUYAHOGA COUNTY DIVISION OF SENIOR & ADULT SERVICES
CONTRACTUAL AGREEMENT
BETWEEN THE
COUNTY of CUYAHOGA, OHIO
AND
EVERGREEN ALLIANCE GOLF LIMITED, LP
dba
LACENTRE CONFERENCE & BANQUET FACILITY**

This contract made and entered into this _____ day of _____ 2012, by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga County Division of Senior & Adult Services ("DSAS"), 1701 East 12th Street, Lower Level, Cleveland, OH 44114 (herein after referred to as "DSAS") and Evergreen Alliance Golf Limited, LP dba LaCentre Conference & Banquet Facility, an Ohio corporation, with an office located at 25777 Detroit Road, Westlake, Ohio 44145 (herein after referred to as "Vendor") for the use of their facility to conduct the Conference on Aging 2012.

WITNESSETH

WHEREAS, DSAS seeks to contract with Evergreen Alliance Golf Limited, LP dba LaCentre Conference & Banquet Facility for the provision of facility space rental, and

WHEREAS, the Vendor is qualified and willing to provide such services as will be needed by DSAS, and

WHEREAS, the Vendor has demonstrated through an informal bid process that it possesses the necessary expertise, knowledge, resources and initiative to successfully assist DSAS in accomplishing the aforementioned objective; and

THEREFORE, in consideration of these tenets, DSAS and the Vendor do hereby acknowledge their mutual desire to enter into a contractual agreement. This agreement expressly requires that the Vendor make available to DSAS adequate space accommodations which are subject to the terms and conditions outlined in the body of this contract. Also all attachments are deemed to be a part of this contract and the contents therein are hereby considered legally binding.

The aforementioned parties mutually agree upon the following:

I. SCOPE OF SERVICES:

The Vendor shall provide the services listed below and as specified in Vendor's contract, Banquet Event Order (Attachment 1); such service(s) shall be inclusive of, but not limited to the following:

- The Vendor will make the facility available for DSAS between the hours of 7:00 a.m. and 4:00 p.m. on October 19, 2012 not-to-exceed 275 people; and after 12:00 noon on October 18, 2012 to drop-off event materials.

- Provide a dedicated area to set-up (4) 6' tables for registration, also a dedicated area with (3) 8' tables to display various vendor exhibits; table linens to include skirting.

SCOPE OF SERVICES cont.

- Vendor will provide 2 separate Banquet rooms for the opening and closing General Sessions and: each room will accommodate 275 people; Champagne CD to conduct the conference opening/lecture arranged in classroom style; Champagne ABE to be used for lunch and Bordeaux ABC for closing remarks; AV equipment for each room shall include laptops, LCD projectors with screens, podium, microphones and/or lavalleres, sound mixers, and tech support for set-up.
 - **Breakfast Classic Continental:** will be set-up in the (Fireplace Reception) area with Seasonal Fresh Fruit Platter, Freshly Baked Danish, Muffins & Specialty Breads with Sweet Butter and Fruit Preserves, Regular & Decaffeinated Coffee, Hot Tea and Water, assorted Chilled Juices.
 - **Gluten Free:** Flourless Chocolate Torte, Hard Boiled Eggs and Individually packaged Yogurts.
 - Coffees/Decaf and Herbal Teas to be replenish mid morning (10:00 a.m.).
 - Afternoon break beverage stations to consist of soft drinks, bottled water, iced tea and fresh lemonade.
 - **Lunch** will be set-up in the Champagne ABE with two reserved tables (one close to the entrance of the room for disabled persons), second table to be placed near the front of the room.
 - **Hot Lunch Selection:** House Salad: Baby Greens and Romaine Lettuce with Sun-Dried Strawberries, Toasted Pine Nuts, and Raspberry Vinaigrette Dressing. Basketry of Breads; Pan Seared Breast of Chicken topped with Roasted Red Pepper Sauce; Fingerling Potatoes; Julienne Vegetables; Lemon Chiffon Layer Cake and Beverage Service: Regular & Decaffeinated Coffee and Hot & Iced Tea Service (258)
 - **Vegetarian Selection:** Eggplant Napoleon (15).
 - **Gluten Free:** Eggplant layered thick with Mozzarella and Roasted Peppers served with a Drizzled with Balsamic Vinaigrette (2).
 - Please note the request for specific audio/visual equipment is subject to change prior to the Conference date.
 - Final identification of those items needed (by room) will be provided by Friday, September 28, 2012.
 - **Dessert**

- **Afternoon breakout sessions** will be held in Bordeaux A, Bordeaux B, Bordeaux C and Executive DR. Each of these 4 rooms will be set up with classroom style seating each to accommodate 68 attendees equipped with needed AV equipment specified,
 - A beverage station set-up for the afternoon break (Fireplace Reception).
- Provide free parking for 275 people easily accessible with ample handicap spaces.
- Provide ready handicapped access to all rooms and facility.
- Provide continental breakfast, sit down serve lunch and afternoon snack; furnish coffee/tea/water, including speakers in main/banquet/breakout rooms throughout the day.
- Vendor shall remain in continuous contact with DSAS throughout the process for questions and/or concerns.

II. TERMS OF SERVICE:

The Vendor shall successfully provide all services as specified in this contract and **Attachment 1** commencing on the 18th day of October, 2012 and ending on the close of business on October 19, 2012 which serves as the official termination date.

All services outlined in this contract must be performed to the full and complete satisfaction of DSAS. The Vendor's failure to render satisfactory services as outlined in Article I, Scope of Services and other contract deliverables specified herein and/or subcontracted services (if applicable) shall serve as a breach of this contract and provide DSAS with ample justification to terminate this contract at any time period preceding its specified termination date.

III. CONTRACT VALUE:

Payment for all services provided in accordance with the provisions of this contract is contingent upon the availability and appropriation of local funding and allocation of federal funds annually. **The total amount of the contract shall-not-exceed \$16,177.50 for the contract period.**

IV. TERMS OF PAYMENT:

Upon receipt, the Financial Services Unit will review the invoice for completeness and accuracy before making payment (within thirty (30) days of receipt). Payment made will not be subject to late fees or interest payment penalties. **UNDER NO CIRCUMSTANCES SHALL DSAS REIMBURSE THE VENDOR MORE THAN SIXTEEN THOUSAND ONE HUNDRED SEVENTY SEVEN DOLLARS AND FIFTY CENTS, WHICH IS THE TOTAL OF THIS CONTRACT UNLESS ADDITIONAL SERVICES ARE REQUESTED IN ACCORDANCE WITH ARTICLE XIII.**

Note: DSAS will only pay for those audio/visual equipment items actually requested and used the day of the event.

The invoice with contract number should be forwarded in duplicate to:

**Division of Senior and Adult Services
Attn: Financial Services Unit
13815 Kinsman Road
Cleveland, Ohio 44120**

V. PAYMENT TIME LIMIT:

DSAS reserves the right to withhold payment from the Vendor in the event invoices for services rendered are not submitted for payment in a timely manner based on the following:

- a. Invoices submitted 30 days or more after the end of the service month during the contract period, and/or
- b. Invoices submitted 30 days or more after the expiration of the contract, and/or
- ~~c. Invoices submitted in excess of 30 days after services are rendered for a prior or federal fiscal period for which DSAS may not be able to claim or receive state/federal reimbursement.~~

VI. DUPLICATE BILLING:

The Vendor warrants that invoices submitted to DSAS or the County for payment of purchased services shall be for actual services rendered to clients and are not duplicate claims made by the Vendor to other government entities, municipalities or non-profit organizations for the same service.

VII. PUBLICITY:

In any publicity release or other public reference including media release, information pamphlets, etc., on the program developed as part of this contract, it will clearly state that the project is in part funded by the County of Cuyahoga.

VIII. ANTI-DISCRIMINATION:

DSAS and the Vendor agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments including the Americans with Disabilities Act of 1992. It is further agreed that the Vendor will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract.

The Vendor also agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

If the Vendor or its agents or subcontractors is found to be out of compliance with any aspect of this provision, it may be subject to investigation by DSAS, the Board of County Executive or its duly appointed agent and subject to termination of this contract.

IX. SALE OR TRANSFER OF OWNERSHIP:

The Vendor must notify DSAS of impending sale or transfer of business. Upon sale or transfer of ownership of said business, the following procedures will apply:

- a) The new owner/proprietor will have the opportunity to continue to provide services at the ~~cost and conditions contained within this contract.~~
- b) If new owner/proprietor wishes not to provide service at the cost agreed upon within this contract or conditions contained herein, upon sale or transfer of said business this contract becomes void.

X. INDEMNIFICATION:

The Vendor agrees that it will, at all times during the existence of this vendor contract indemnify and save the County of Cuyahoga, all of its departments, agents and employees harmless from suits or actions of every nature and description, brought against the County or any and all of its officers, agents, servants or employees thereof, for or on account of any injuries or damages received or sustained by a party or parties from any act of the Vendor, its servants or agents that arise out of the injuries or damages sustained during performance of services against this contract.

XI. INSURANCE:

The Vendor shall have in effect during the term of the contractual contract comprehensive auto and general liability insurance (if applicable) wherein **CUYAHOGA COUNTY AND ITS EMPLOYEES ARE NAMED AS CO-INSURED OR ADDITIONAL INSURED**. This insurance shall protect the Vendor, Cuyahoga County and its employees, and any subcontractor(s) performing work covered by the contractual contract against claims for damage for personal injury including accidental death, as well as for property damages which may arise from operations under the contractual contract whether such operations be by Vendor or by any subcontractors or by anyone directly or indirectly employed by either of them. An exact copy of such insurance policy or policies shall be made available to the contracting authority for review upon request.

Such policy or policies should be inclusive of a Certificate of Insurance with the following minimum levels:

- a. **Bodily Injury Liability:**
\$250,000 per person, \$500,000 per accident
- b. **Property Damage Liability:**
\$50,000 per accident, \$100,000 per aggregate.
- c. **Comprehensive Automobile Liability:**
\$250,000 per person, \$500,000 per accident.

The Vendor shall also either (1) require each of its subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability, Property Damage and Vehicle Liability Insurance (if applicable) of type and in the amounts specified above, or (2) the Vendor shall insure the activities of its subcontractors in its own policy as specified above. The policy or policies shall contain the following, special provisions: "The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice shall be mailed to the Department of Senior & Adult Services".

XII. CONTRACT TERMINATION:

DSAS shall have the right to terminate this agreement for any reason as a result of the Vendors failure to perform all contract deliverables as specified within this agreement. Either party shall have the right to terminate this contract upon thirty (30) days written notice to the other party if either party does not meet the terms and conditions specified in this contract. The Vendor shall provide all services required by this contract up to and including the date of termination, and shall be compensated upon receipt of an itemized invoice for services rendered. Under no circumstance shall DSAS be responsible for or subject to any type of penalty and/or interest payment upon the cancellation of this contractual agreement.

XIII. CONTRACT AMENDMENT:

This contract represents the entire integrated agreement between DSAS and the Vendor and it supersedes all prior negotiations, representations, or agreements either written or oral. By mutual consent of DSAS and the Vendor this contract may be modified at anytime as mutually agreed to by both parties, whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by both parties.

XVI. ELECTRONIC SIGNATURES

By entering into this Agreement 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 agreed on behalf of the aforementioned entities and persons, to be bound by the provisions of the 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 of Cuyahoga, Ohio and the Vendor have each caused this contract to be signed and delivered by its duly authorized representative as of the date first written above.

~~Evergreen Alliance Golf Limited, LP dba~~
~~LaCentre Conference & Banquet Facility~~

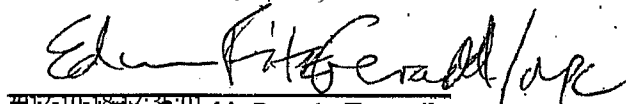
By:


Senior Vice President

~~County of Cuyahoga, Ohio~~

~~Edward FitzGerald, County Executive~~

By:


Edward FitzGerald, County Executive

**Banquet Event Order - On Site**

Sales Rep: Jaime & Trish

Client/Organization Cuyahoga County Department of Seniors	Event Date 10/19/2012 (Fri)	Telephone (216) 420-6766	Fax (216) 698-6603	Event # E13610
Address 1701 E 12th St. Lower Level		Booking Contact Luanne Phipps	Site Contact Patricia Baskerville	Guests 275 (Pln)
Party Name Conference on Aging	Theme Seminar	Sales Rep Jaime & Trish	Category On-site	

Venue					
Banquet Room	Description	Start	End	Serving	Date
	Arrival	7:00 am	7:00 am		10/19/2012 (Fri)
Fireplace Reception	Breakfast	7:30 am	9:30 am		10/19/2012 (Fri)
Champagne CD	General Session	8:00 am	12:00 pm		10/19/2012 (Fri)
Champagne ABE	Lunch	12:00 pm	1:00 pm	12:00 pm	10/19/2012 (Fri)
Bordeaux A	Breakout #1	1:15 pm	3:00 pm		10/19/2012 (Fri)
Bordeaux B	Breakout #2	1:15 pm	3:00 pm		10/19/2012 (Fri)
Bordeaux C	Breakout #3	1:15 pm	3:00 pm		10/19/2012 (Fri)
Executive DR	Breakout #4	1:15 pm	3:00 pm		10/19/2012 (Fri)
Fireplace Reception	Afternoon Break	2:45 pm	3:00 pm		10/19/2012 (Fri)
Bordeaux ABC	General Session	3:00 pm	4:00 pm		10/19/2012 (Fri)
Bordeaux ABC	Departure	4:00 pm	4:00 pm		10/19/2012 (Fri)

Setup Notes

COMPLIMENTARY SELF PARKING
COAT CHECK PROVIDED IF NEEDED

LACENTRE TO PROVIDE COMPLIMENTARY PARKING ATTENDANTS FOR PARKING ASSISTANCE

FACILITY TO BE OPEN FOR ITEMS THE DAY BEFORE EVENT (10/18)

ENTIRE FACILITY IS HANDICAPPED ACCESSIBLE

LACENTRE HAS RESTROOM CAPACITY FOR 1,500 PEOPLE

EVENT TIMELINE (ESTIMATED)

7:00AM CONTACT ARRIVAL FOR SETUP

7:30AM BREAKFAST BUFFET AVAILABLE

8:00AM REGISTRATION BEGINS

9:00AM GENERAL SESSION

10:45AM 15 MINUTE BREAK

12:00PM LUNCH

1:15PM AFTERNOON SESSION BEGINS

2:45PM AFTERNOON BREAK

3:00PM GENERAL CLOSING SESSION

4:00PM EVENT CONCLUDES

SETUP FOR ARRIVAL

(4) 6FT TABLES, SKIRTED FOR (2) "L" SHAPES ON EITHER SIDE OF HALL INTERSECTION FOR REGISTRATION
(SEE FLOOR PLAN)

(3) 8FT TABLES, SKIRTED, IN FIREPLACE AREA FOR VENDOR DISPLAYS

FIREPLACE RECEPTION -BREAKFAST & BREAK

SET UP

ASSORTED TABLES FOR CONTINENTAL BREAKFAST AND BEVERAGES

AM SERVICE

LEAVE UNEATEN PASTRIES OUT THROUGHOUT THE MORNING - REMOVE AT LUNCHTIME
COFFEE TO BE REFRESHED THROUGHOUT THE DAY

PM SERVICE

BEVERAGE STATION SET TO INCLUDE WATER, ICED TEA, COFFEE AND LEMONADE

CHAMPAGNE CD - GENERAL SESSION

SET UP

6FT TABLES SET CLASSROOM STYLE

STANDARD LINENS

ICE WATER AND GLASSES AT EACH PLACE SETTING

CANDY DISHES

1 TABLE RESERVED IN FRONT

1 TABLE RESERVED IN BACK (WHEELCHAIR ACCESS)

AV

PRESENTER PACKAGE - SEE EQUIPMENT

12' x 16' STAGE

LAPTOP COMPUTER PROVIDED AT PODIUM

(3) ADDITIONAL WIRELESS MICROPHONES FOR AUDIENCE PARTICIPATION

WIRELESS INTERNET ACCESS PROVIDED FOR PRESENTERS

BOTTLED WATER PLACED AT PODIUM FOR PRESENTERS

CHAMPAGNE AB+E - LUNCH

SET UP

72" ROUND TABLES WITH (10) CHAIRS AT EACH TABLE

STANDARD LINENS AND CENTERPIECES

1 TABLE RESERVED IN FRONT

1 TABLE RESERVED IN BACK

SERVICE FOR LUNCH

PRESET ICE WATER

PRESET ICED TEA

PRESET SALADS

PRESET BASKETS OF BREAD

PRESET DESSERT

SERVED ENTREE

COFFEE, ICED TEA AND HOT TEA OFFERED TO TABLES DURING LUNCH

BORDEAUX A, B, C & EXECUTIVE DINING RM - CONCURRENT BREAKOUTS**SETUP:**

EACH ROOM SET FOR (100) GUESTS THEATER STYLE

AV PRESENTER PACKAGE SET IN EACH ROOM

LACENTRE LAPTOP PROVIDED IN EACH BREAKOUT ROOM

6FT TABLE, SKIRTED, AT FRONT OF ROOM FOR PRESENTATION

SERVICE:

ICE WATER STATION IN BACK OF ROOM

BOTTLED WATER PLACED AT PODIUM FOR PRESENTERS

BORDEAUX BALLROOM-CLOSING GENERAL SESSION

OPEN AIRWALLS DURING AFTERNOON BREAK AT 2:45PM

AV

MOVE (3) WIRELESS MICS TO BORDEAUX

Food & Beverage				Equipment/Miscellaneous			
Food & Beverage	Price	Qty	Total	Equipment/Miscellaneous	Price	Qty	Total
<u>Breakfast - Friday, October 19 - 7:30 am</u>				<u>General Session - Friday, October 19 - 8:00 am</u>			
Continental Breakfast	9.75	275	2,681.25	Champagne C/D Presenter Pkg-Plus (Full Day)	1,995.00	1	1,995.00
Seasonal Fresh Fruit Platter				Dual 6000 lumen Ceiling Mounted LCD Projector			
Freshly Baked Danish				Dual 12'x16' Drop Down Front Projection Screen			
Muffins & Specialty Breads				Podium with Wired Microphone			
With Sweet Butter and Fruit Preserves				Wireless Lavalier or Handheld Microphone			
Regular & Decaffeinated Coffee and Hot Tea Service				NEXO PS 10 4 Speaker Sound System			
Assorted Chilled Juices				Yamaha Digital Audio Mixer			
GLUTEN FREE BREAKFAST ITEMS:				12' x 16' Stage Deck			
(Offered in limited supply and on request of guests with dietary restriction)				Pipe & Drape behind Stage			
Flourless Chocolate Torte				Tech Support for Setup			
Hard Boiled Eggs				Wireless Handheld Microphones	110.00	3	330.00
Individually Packaged Yogurts				**Note** Audio mixer required for 2 or more Microphones			
<u>Lunch - Friday, October 19 - 12:00 pm</u>				Windows XP Laptop Computer	175.00	1	175.00
House Salad		275		I2 Channel Audio Mixer O1V		1	
Baby Greens and Romaine Lettuce with Sun-Dried				Wireless High Speed Internet Connection		1	
Strawberries, Toasted Pine Nuts, and Raspberry Vinaigrette				<u>Breakout #1 - Friday, October 19 - 1:15 pm</u>			
Dressing				Room Charge	150.00	1	150.00
Basketry of Breads		275		Bordeaux Presenter Package (Half Day)	375.00	1	375.00
				(10% discount for multi room use)			
				3500 lumen Ceiling Mounted LCD Projector			

E13610 - Cuyahoga County Department of Seniors

Pan Seared Breast of Chicken 17.25 258 4,450.50
 topped with Roasted Red Pepper Sauce

Fingerling Potatoes

Julienne Vegetables

Gluten Free Meal- Served Hot 17.25 2 34.50

Eggplant layered thick with Mozzarella and Roasted Peppers
 served with a Drizzled with Balsamic Vinaigrette

Eggplant Napoleon- Vegetarian Meal 17.25 15 258.75
 (served Hot)

Eggplant layered thick with Mozzarella and Roasted Peppers
 served on a bed of Cous Cous and Drizzled with Balsamic
 Vinaigrette

Dessert

Beverage Service 275

Regular & Decaffeinated Coffee and Hot & Iced Tea Service

Afternoon Break - Friday, October 19 - 2:45 pm

Afternoon Snack Beverage Station 2.75 275 756.25

Assorted Nuts, Chips and Pretzels

Fresh Regular Coffee & Decaffeinated Coffee, Hot Tea

Iced Tea

Water

Fresh Lemonade

6' x 8' Drop Down Front Projection Screen

Podium with Wired Microphone

Integrated House Audio System

4 Channel Mixer

Tech support for setup

Windows XP Laptop Computer 175.00 1 175.00

Breakout #2 - Friday, October 19 - 1:15 pm

Room Charge 150.00 1 150.00

Bordeaux Presenter Package (Half Day)

(10% discount for multi room use)

3500 lumen Ceiling Mounted LCD Projector

6' x 8' Drop Down Front Projection Screen

Podium with Wired Microphone

Integrated House Audio System

4 Channel Mixer

Tech support for setup

Windows XP Laptop Computer 175.00 1 175.00

Breakout #3 - Friday, October 19 - 1:15 pm

Room Charge 150.00 1 150.00

Bordeaux Presenter Package (Half Day)

(10% discount for multi room use)

3500 lumen Ceiling Mounted LCD Projector

6' x 8' Drop Down Front Projection Screen

Podium with Wired Microphone

Integrated House Audio System

4 Channel Audio Mixer

Tech support for setup

Windows XP Laptop Computer 175.00 1 175.00

Breakout #4 - Friday, October 19 - 1:15 pm

Room Charge 150.00 1 150.00

Bordeaux Presenter Package (Half Day)

(10% discount for multi room use)

3500 lumen Ceiling Mounted LCD Projector

6' x 8' Drop Down Front Projection Screen

Podium with Wired Microphone

Integrated House Audio System

4 Channel Audio Mixer

Tech support for Setup

Windows XP Laptop Computer 175.00 1 175.00

General Session - Friday, October 19 - 3:00 pm

Wireless Lavalier or Handheld-Moved 3

from AM General session

****Note**** Audio mixer required for 2 or more Microphones

Event Notes

DOOR PLACARDS

2012 Cuyahoga County Conference on Aging

Subtotal	13,481.25	Paid	0.00	Pay Method	Card Number
Tax	0.00	Balance	16,177.50	Card Type	Approval
Service Charge	2,696.25			Card Holder	Expires
Total Value	16,177.50			Signature	

Payments Made

8/3/2012 01:51 pm

La Centre

4 of 5

25777 Detroit Road, Westlake, Ohio 44145
 (440) 250-2000 phone (440) 250-2101 fax

Payment	Date	Method
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Customer's Signature

Sales Representative

Date

Date