



**Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form**

Type of contract: 1 year <input type="checkbox"/> Multi-year <input type="checkbox"/> Single Event <input checked="" type="checkbox"/>		CC Use Only Contract #:
<input type="checkbox"/> Submission Information Contact Name: Claudette J. Rancifer Department: Talent Management Project Title: T.E.A.C.H Retreat Funding Account Number: Contract amount: \$24,980.00 Contract Type: Goods () Services (X) Labor () Contract Action: New (X) Renewal () Change Order () Original Contract Number:	<input type="checkbox"/> Vendor Information Vendor Name: Embassy Suites Greenville Downtown Riverplace Address: 250 Riverplace Address: Greenville, SC 29601 Email: s.reynolds@hospitalityamerica.com Phone #: 864-412-7833 Contact: Samantha Reynolds Term of contract:	
<p align="center">Finance Director Signature</p> I have reviewed the attached contract, and the amount is approved for processing. Signature: _____ Date: _____	<p align="center">Procurement Officer Signature</p> I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: _____ Date: _____	

Summary:

Annual T.E.A.C.H Retreat Training for Directors and Deputy Directors

Department Head/Elected Official Signature: _____


Date: _____
 4/4/2022

2022-192



Embassy Suites Greenville Downtown Riverplace
250 Riverplace
Greenville, SC,29601

This **Sleeping Rooms and Function Space Agreement** ("Agreement") is by and between **TEACH Retreat (Rockdale County)** ("Group") and Embassy Suites Greenville Downtown Riverplace, 250 Riverplace, Greenville, SC 29601 (hereinafter "Hotel").

Group Contact:	Claudette Rancifer	Name of Event	TEACH Retreat (Rockdale County)
Title:	Recruitment & Retention Manager	Date(s) of Event	May. 31, 2022 - Jun. 03, 2022
Company Name:	ES-GSPGD, GSPDT SMERF 2022	Hotel Contact	Samantha Reynolds
Address:	981 Milstead Avenue	Title	Sales Manager
City, State, Zip	Conyers, GA 30012	Phone	864.412.7833
Phone:		Email	s.reynolds@hospitalityamerica.com
Email	claudette.rancifer@rockdalecountyga.gov		

ROOM BLOCK and RATES: Hotel is pleased to confirm the following negotiated group room rates:

		1 King Bed 2 Room Standard Suite	
	Occupancy	Rooms	Rate
Tue 05/31/2022	S	40	\$189.00
Wed 06/01/2022	S	40	\$189.00
Thu 06/02/2022	S	40	\$189.00

Totals Rooms Agreed: 120

Room Tax: 12% in affect at the time of check in.
 Self-Parking: \$7.00 per day per car (plus tax)
 Valet Parking: \$18.00 per day per car (plus tax)
 Commissionable: Net Non commissionable/

MEETING ROOM DETAILS:

Date	Time	Event Class	Room	Setup	AGR	Rental	F&B Min.
Wed, 06/01/22	7:30 AM - 5:00 PM	Meeting	Rendezvous Ballroom 1	Classroom	40	\$900.00	\$1,000.00
Thu, 06/02/22	7:30 AM - 5:00 PM	Meeting	Rendezvous Ballroom 1	Classroom	40	\$900.00	\$1,000.00
Fri, 06/03/22	7:30 AM - 12:00 PM	Meeting	Rendezvous Ballroom 1	Classroom	40	\$500.00	\$1,000.00

1. MEETING SPACE SET UP AND GUARANTEES

All guest guarantees and set up details need to be finalized 7 days prior to the event date. Changes may be made up to 72 business hours prior to arrival without penalty. These changes must be signed off on by the meeting planner. If any changes occur within 24- 72 business hours prior to your event, we will accommodate at no charge if the room has not been set for your event. If the event has been set a reset fee of \$50.00 will be incurred up until the day prior. If you need us to reset the room the day of the event, there will be a \$150.00 reset fee.

2. AUDIO VIDEO OPTIONS

Audio Visual Needs

The following items are available complimentary. Please initial any you wish to be included in your room set up:

VGA Connection:	CJR
HDMI Connection:	CJR
Cloud Connection:	CJR
Handheld Microphone:	CJR
Lavalier Microphone:	CJR
Ballroom Projector and Screen:	CJR
Gallery Flat Screen Monitor:	CJR

The following are available for additional charge. Please initial any you wish to include in your room set up:

Conference Phone (long distance charges apply) \$150.00	NO
Audio Visual Technician- Price to be Determined	NO
Flip Charts (\$90.00)	NO

**All meeting spaces are equipped with state-of-the-art plug and play audio/visual equipment. Client is responsible to cover the cost of any lost or damaged equipment.

3. Food and Beverage: In compliance with city and state health and liquor laws, all food and beverage served at functions associated with the event must be provided, prepared, and served by **Ruth's Chris Steak House** and must be consumed on Hotel premises. No food or beverage of any kind will be permitted to be brought into or removed from the event area or public areas at any time prior to, during, or after the event. Any exceptions (e.g., wedding cakes) must have signed approval from your Catering Sales Manager. Ruth's Chris Steak House reserves the right to remove food and beverage brought into the facility in violation of this policy. Hotel reserves the right to charge a \$500 fee per day for violation of this policy.

4. Summary of Revenue Anticipated by Hotel from this Agreement

For Group's information and guidance, the following chart illustrates the total potential value of Group's Event. The Hotel has offered the negotiated group room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to Group and Group's attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or food and beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$22,680.00
Total Food and Beverage Minimum:	\$1,000.00
Food and Beverage Minimum does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.	
Total Anticipated Meeting Room Rental Fees:	\$2,300.00
"Total Anticipated Revenue":	\$24,980.00

5. Method of Reservations: Reservations will be made:

_____ directly by the **attendee** via the Internet using **Hilton ResLink**, Hilton's free tool that enables guests to book online, using the negotiated group rate(s) secured with the Hotel; OR by calling the hotel directly and mentioning the group name.

_____ via a rooming list. Group's final rooming list must be received on or before the Cut-Off Date;

The hotel is not able to guarantee availability of adjoining rooms or the ability to put all guestrooms within the block on the same floor. Hotel will attempt to fulfill every request based upon availability; however, this cannot be guaranteed by the hotel nor by any associate of the hotel.

6. Guest Payment Arrangements: Please mark which method applies to your group.

_____ **Room and Tax and all incidentals** paid by individuals

_____ **Room and Tax** will be charged to Group's Master Account. Incidental charges including parking will be paid by individuals, in which case these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in

_____ **Room and Tax, and parking** will be charged to Group's Master Account. Incidental charges will be paid by individuals, in which case these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in

_____ **All charges** including Room, Tax, Parking and all incidentals be charged to Group's Master Account.

If Group submits a rooming list with reservations that will be paid for by Group, such reservations will be considered guaranteed for the full length of stay. Early departure charges will be applied to Group's Master Account for guests guaranteed by Group's rooming list that depart early.

Should want to have a direct bill account established with the hotel, **TEACH Retreat (Rockdale County)** would need to complete the Hospitality America Direct Bill Application 60 days prior to event. Embassy Suites by HILTON® Greenville Downtown RiverPlace does not guarantee approval of direct billing privileges.

The **Embassy Suites Downtown RiverPlace's** credit card authorization form must also be completed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check. Company checks must be received two weeks prior to arrival date.

To confirm this group block, the hotel requires a signed group sales agreement and a completed credit card authorization form sent via Sertfi. The credit card on file will be preauthorized 3 business days prior to the day of arrival or event for the charges selected on the credit card authorization form. If the final payment is being paid via check, the check must be received by the hotel no later than 10 business days prior to arrival or event.

7. Check-In/Out Time: Currently, the Hotel's check-in time is **4:00 PM**, and check-out time is **11:00 AM** (subject to change without notice). All guests arriving before check-in time will be accommodated as rooms become available. The Hotel can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

8. Cut-Off Date: In order to assign specific room types to Group's attendees, each sleeping room in the Room Block must be confirmed in the manner described below no later than **Sunday, 05/01/22**. This date will be known as the "**Cut-Off Date**." After the Cut-Off Date, the Hotel will continue to hold any rooms in Group's Room Block not assigned to a specific attendee for Group if Group pays for such rooms in full at that time. If Group has not prepaid such rooms or guaranteed such rooms, Group agrees that Hotel may offer unused sleeping rooms held in Group's Room Block to other customers to reduce Hotel's losses. Group agrees that the release of rooms will not affect the enforceability of this Agreement or Group's obligation to pay for unsold rooms in Group's Room Block. Advance payments will be refunded by the Hotel after Group's Event dates if rooms Group paid for in advance were later paid for by Group's attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

9. No Room Guest Transfer: **TEACH Retreat (Rockdale County)** agrees that neither **TEACH Retreat (Rockdale County)** 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 **TEACH Retreat (Rockdale County)** **TEACH Retreat (Rockdale County)** reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

10. Sleeping Room Performance Policy (Attrition Policy) Hotel is relying upon **TEACH Retreat (Rockdale County)** use of the Room Night Commitment. **TEACH Retreat (Rockdale County)** agrees that a loss will be incurred by Hotel if 's actual usage is less than [80] % of the Room Night Commitment.

If 's actual usage is less than [80]% of the Room Night Commitment, **TEACH RETREAT (ROCKDALE COUNTY)** agrees to pay, as liquidated damages and not as a penalty, the difference between [80]% of the Room Night Commitment and **TEACH RETREAT (ROCKDALE COUNTY)** actual usage, multiplied by the average group room rate, plus applicable taxes.

For instance, if the block is for 20 rooms and less than 16 rooms (80% of the block) are actually reserved, then the planner is responsible for the difference between the actual pick-up and the percent, based upon the cut-off date.

**Reward Reservations booked using individual reward points will not be counted as a "room night" towards the Room Night Commitment.

11. Food & Beverage

Upon request, copies of proposed menus will be provided by Ruth's Chris Steak House (RCSH), the hotel's food-service provider. The food & beverage minimum listed above do not include **8%** taxes, client-designated gratuities (see below), **5%** administrative fee or any other applicable fees. The tax and administrative fee apply to all items and services.

A 5% administrative fee will be automatically added to your final bill. The administrative fee does not represent a tip or gratuity for service employees, but rather is utilized for banquet department operating expenses and commissions. Service staff gratuities are not included in menu pricing listed above and will be provided, in their entirety, to wait staff employees, service employees and bartenders.

As a convenience for completing the final bill at the conclusion of the event, and thus enabling you and/or your on-site contact to depart the event promptly, we ask that you pre-select the amount of gratuity you anticipate adding for the service staff. The amount of gratuity can be modified by you or your on-site contact at the conclusion of the event. Please indicate which of the following gratuity amounts you would like to include by initialing one of the lines below. If no gratuity is selected, 18% gratuity will apply.

Customary Gratuity Amounts:

18% _____ 20% _____ 22% _____

Upon conclusion of the event, the client-designated gratuity can be changed **upon request** by your on-site contact. Unless a modified gratuity is requested by the on-site contact, the gratuity designated on this agreement will serve as the actual gratuity.

Please indicate the name of event on-site contact: _____

A signed banquet event order must be received by your catering manager 10 days prior to your event. If the catering manager does not have a signed banquet event order they will not be able to confirm menu and/or food for your group.

A guaranteed guest count must be received three (3) business days prior to event. You will be billed for the guaranteed number or final guest count, whichever is greater. In the event a guaranteed number is not received three business days prior to event start, the originally agreed ("AGR") number will serve as the guarantee and billed accordingly. If you increase your number within three business days our kitchen will make every effort to duplicate your menu for the additional guests. If this is not possible a substitute meal will be provided and additional fees may apply.

RCSH Cancellation within 90-120 days of event – 50% of estimated charges

RCSH Cancellation within 15-59 days of event – 75% of estimated charges

RCSH Cancellation within 14 days of event – 100% of estimated charges

Until specific menus and prices are established and specified in a Banquet Event Order, estimated charges will be based off of the contracted catering minimum, plus selected gratuity, 5% administrative fee and tax.

Upon signature of this contract, RCSH reserves the right to authorize the credit card on file for the full estimated charges. This authorization is temporary and will be removed after 7 business days. Full payment, based on the guarantee and/or the final guest count exceeding the guarantee, is due at least 7 days prior to any event for which payment by check is requested. Full payment is due at the completion of event for all others. All food and beverage will be on one check; no separate checks or tabs. All payments must be made by: American Express, Visa, MasterCard, Diners Club, Discover, certified check, money order or cash in U.S. currency. **RCSH reserves the right to charge 75% of anticipated balance to the credit card on file within 8 days of the event.**

The Embassy Suites Greenville Downtown Riverplace/ Ruth's Chris Steak House strictly adheres to all laws and regulation regarding the sales and service of alcohol including to minors and intoxicated persons. All food and beverages (including alcohol) must be provided, prepared, and served by Embassy Suites Greenville Downtown Riverplace/ Ruth's Chris Steak House. No food or beverages (including alcohol) of any kind may be brought into or removed from the Hilton Columbia Center. Any exception (e.g. wedding cake) must have signed approval from your catering manager. Embassy Suites Greenville Downtown Riverplace/ Ruth's Chris Steak House reserves the right to remove any food or beverage brought into facility in violation of this policy a fee will be incurred.

In compliance with food safety regulations and health department guidelines, all food and beverage served by Ruth's Chris Steak House at functions associated with events at the Embassy Suites Greenville Downtown Riverplace must be consumed in the function space(s) during the contracted event. No food or beverage will be permitted to be removed from the event area at any time prior to, during, or after the event. Ruth's Chris Steak House reserve the right to remove any food and beverage that is brought into the function space from an outside source. Additional penalties will be incurred.

12. Cancellation Policy: Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for Group's Event, plus additional revenue that the Hotel anticipates Hotel would receive from providing additional services to the Group and Group's attendees at additional charge. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by this Agreement, and also the opportunity to offer Group's unused facilities to others either individually or as part of another block, and Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should Group cancel Group's Event for any reason other than due to a valid Impossibility occurrence, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for Group's Event, plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice	Amount of Cancellation Damages
0 to 30 business days prior to arrival (80% of the of the Room Night Commitment plus applicable taxes).	\$18,144.00 (80% room night commitment)
31 to 90 business days prior to arrival (70% of the of the Room Night Commitment plus applicable taxes).	\$15,876.00 (70% room night commitment)
91 to 180 business days prior to arrival (60% of the of the Room Night Commitment plus applicable taxes).	\$13,608.00 (60% room night commitment)
181 to 365 business days prior to arrival (50% of the of the Room Night Commitment plus applicable taxes).	\$11,340.00 (50% room night commitment)

Total Anticipated Guestroom Revenue for this Event is **\$22,680.00**

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of Group's Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of Group's business with comparable business. Therefore, no analysis of resale or mitigation will be required and damages will be due as set forth below.

Payment of cancellation damages is due at the same time that Group delivers Group's written notice of cancellation to the Hotel. Hotel may consider Group's notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

13. Smoking/Hotel Damage: The Hotel is non-smoking including our guest rooms. Guest of the hotel who smoke or cause damage in the guestrooms, meeting rooms or any other non-designated area, will be assessed a minimum \$250 cleaning/damage fee. The fee will be settled with respect to the "terms of payment."

14. Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

15. Indemnification: Group agrees to indemnify, defend and hold harmless the Hotel, Hotel's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "**Hotel Indemnified Parties**"), from and against any and all third party claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "**Claim(s)**"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, exhibitors, or attendees. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

Hotel agrees to indemnify, defend and hold harmless Group, Group's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "**Group Indemnified Parties**"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

16. Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

17. Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, that a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by binding arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which the Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

18. Attorney's Fees/Costs: The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its reasonable attorney's fees incurred in such efforts to collect.

19. HILTON HONORS REWARDS PROGRAM

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and **TEACH Retreat (Rockdale County)** 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.

SELECT ONE OPTION BELOW:



Award Points to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)

Member Name *Claudette J. Rancifer*

claudette.rancifer@rockdalecountyga.gov

Hilton Honors Member Number **1509131593**



Decline to Award Points the Contact and the Authorized Signer of this Agreement elect not to receive (and hereby waive the right to receive) an award of Points in connection with the Event.

The number of Points to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at hilton3.hilton.com, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The individual(s) identified above to receive either Points not be changed without such individual(s)' prior written consent. All Rewards Program Terms and Conditions apply.

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

**Reward Reservations booked using individual reward points will not be counted as a "room night" towards the Room Night Commitment.

20. Entire Agreement: The due date for this agreement is **Friday, 03/25/22**. This Agreement upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. This Agreement will become a binding commitment upon signature by both Group and Hotel (even if signed after the Option Period). Hotel may use the Sertifi system for the Hotel to upload the Agreement for eSignature by the parties. If for any reason this Agreement is returned signed by Group but with changes, it shall not constitute an acceptance, but rather a counteroffer by Group that may be accepted or rejected by the Hotel in Hotel's sole discretion.

21. Signatures

Approved and authorized by

Signature: *Claudette J. Rancifer*

claudette.rancifer@rockdalecountyga.gov

Title: **Recruitment & Retention Manage**

Date: **03/31/2022**

Approved and authorized by Hotel:

Name: Samantha Reynolds

Title: Sales Manager

Signature:

Date:

As adopted this _____ Day of _____, 2022

Rockdale County, Georgia
Board of Commissioners



Osborn Nesbitt, Sr., Chairman

ATTEST:



Jennifer O. Rutledge, County Clerk/
Director of Legislative Affairs

Approved as to form:

M. Qader A. Baig, County Attorney