

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Supervisor John J Benoit

SUBMITTAL DATE: March 2, 2010

SUBJECT: Amend the Riverside County Youth Summit Purchase Order

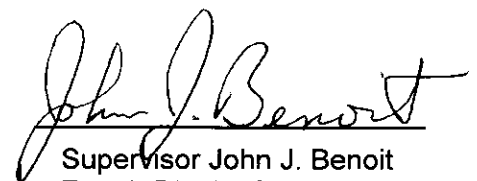
Committee or Board: Riverside County Youth Commission

RECOMMENDED MOTION: The Board of Supervisors review and approve changes to the 2010 Youth Summit Event.

BACKGROUND INFORMATION:

The Tenth Annual Riverside County Youth Summit will be taking place at the Doral Desert Princess in Cathedral City on Thursday, March 11, 2010. Registration for this event ended on Monday, February 15. The Youth Commission staff has confirmed that 500 people will be attending the event. Budget adjustments for Youth Commission events for Fiscal Year 09/10 were included in the First Quarter Budget Report, approved 12/01/09, Item 3.34., which includes this event. The total cost is as follows.

Food and Room Rental	\$20,488.51
Audio/Video expense	<u>\$ 4,419.66</u>
Total	\$24,908.17


Supervisor John J. Benoit
Fourth District Supervisor

Prev.Agn.ref.

Dist. 4th

AGENDA NO.

3.10



CATERING AGREEMENT

This Agreement is made and entered into as of Friday, March 12, 2010, by and between Doral Desert Princess Resort (hereinafter referred to as "Hotel") and Riverside County Youth Commission (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by Riverside County Youth Commission below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 5.

SECTION ONE: DESCRIPTION OF THE EVENT

Riverside County Youth Commission
Riverside County Youth Commission 10th Annual Youth Summit
Ms. Noel Loughrin
73-710 Fred Waring Drive Suite 222
Palm Desert, CA 92211 USA
Day: (760) 863-2556 Fax: (760) 863-8905
Evening: N/A Email: DistYAC@rcbos.org

SECTION TWO: GROUP ROOM RESERVATIONS

N/A

SECTION THREE: MEETING ROOM/BALLROOM AND CATERING SERVICES

3.1. MEETING ROOMS: Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting rooms' space for the specified days/times:

Table with 5 columns: Date, Start Time, End Time, Function, Agr. Rows include Registration, Exhibits, General Session, Breakout, and Lunch for 3/11/2010.

- Hotel reserves the right to assign and change specific meeting room's space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.
If Group requests a specific meeting room that is already booked, Group shall be granted first option to occupy the specified room if the group currently occupying the room cancels its agreement. Hotel shall inform Group via telephone that the room is open. Group must respond within five business days of Hotel will be entitled to book another event in the specified room.

CHARGES

- The above space will be available at the rate of \$250.00 per day. Meeting room rental is subject to service charge (currently at 20%) and all applicable local and state taxes. If Group modifies the room block or food and beverage functions, the Hotel reserves the right to increase meeting room rental charges accordingly.
Boxed Lunch @ \$18.95++ per person (\$24.83 inclusive of tax and service charge)
Continental Breakfast @ \$11.95++ per person (\$15.59 inclusive of tax and service charge)
Audio Visual Equipment Rental @ \$3,659.14++ (\$4,419.66 inclusive of tax & service charge)

3.2 CATERING SERVICES: A minimum of \$15,470.00 in food and beverage must be spent at your function (the "Guaranteed Amount"). This Guaranteed Amount does not include room rental, meeting space rental, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full Guaranteed Amount, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding the Guaranteed Amount.

3.3 **FOOD & BEVERAGE POLICY**

- ❖ Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
- ❖ Menu prices will be confirmed 6 months prior to scheduled function.
- ❖ Food, beverage audio/visual and room rental prices are subject to a taxable service charge (**currently 20% and subject to change**).
- ❖ Final menu selections must be submitted to Hotel's Catering Officer at least 3 weeks in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the Catering Representative), Hotel will not be responsible for any specific dietary requests or requirements.
- ❖ The Catering Office must be notified of the guaranteed attendance no later than noon 3 days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Hotel agrees to set 5 percent over the guaranteed attendance for banquets. Guarantees of attendance are not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.
- ❖ Group will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes and shall sign off on such check.

SECTION FOUR: BILLING/CREDIT PROCEDURES

MASTER ACCOUNT: Group may pay all or part of its obligation under this agreement by check. All such expenses must be estimated and pre-paid fourteen (14) days prior to arrival date. Credit card authorization must be completed when Group is paying by check. If Group fails to pay any of its obligations within 30 days of Hotel's invoice date, Hotel is authorized to charge credit card for all such obligations.

- 4.1 **DEPOSIT:** Hotel will accept a purchase order in lieu of a deposit but a credit card is required to be kept on file for guarantee. The estimated balance is an estimate only. Actual charges will be based on the number of guaranteed guests, or actual consumption, whichever is greater.

SECTION FIVE: CANCELLATION/MODIFICATION

- 5.1 **GROUP'S CANCELLATION:** If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for your event. The anticipated revenue includes the revenue from the total number of sleeping rooms you have requested as well as the revenue received from the food and beverage services you may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges.

If you decide to cancel this Agreement, reduce the size of your meeting and/or attendance, or reduce the amount of food and beverage services, you agree that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused space or services to another group and /or the cost to the hotel of trying to re-sell these space/services. The exact amount of damages will be difficult to determine. Therefore, you agree that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

Attrition: The parties agree that the Group and the Hotel will share in the loss of revenues suffered by the Hotel in the event of the Group's failure to utilize all of the rooms and services agreed to herein. The Group therefore agrees to pay a percentage of lost revenue.

Cancellation: Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

Less than 90 days prior to arrival date: \$24,908.17 [\$\$ amount equal to 100% of total anticipated revenue]

SECTION SIX: MISCELLANEOUS

- 6.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group.
- 6.2 **SECURITY:** Hotel may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from a reputable agency that is approved by the Hotel prior to the function.
- 6.2 **SHIPPING AND PACKAGES:** In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel must include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel has no liability for the delivery, security or condition of the packages.
- 6.3 **PARKING:** Hotel parking is available at the prevailing rates.
- 6.4 **SIGNING AUTHORITY.** The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name: _____

Signature: _____

Name: _____

Signature: _____

- 6.5 **HOTEL CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to be delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Hotel Address: 67-967 Vista Chino, Cathedral City, CA 92234 Attn: Shalene Tirado. Hotel may change Hotel's designated contact at any time upon notice. Any notice will not bind hotel unless delivered to Hotel in the manner specified herein.

SECTION SEVEN: GENERAL PROVISIONS

- 7.1 **DAMAGE CLAUSE:** In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or cause by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.
- 7.2 **GROUP'S PROPERTY:** Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.
- 7.3 **INSURANCE:** Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.
- 7.4 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.
- 7.5 **DISPUTE RESOLUTION:** Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be

entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

- 7.6 **ENTIRE AGREEMENT:** This Agreement and any Exhibits hereto constitute the entire agreement between the parties and supercede any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.
- 7.7 **MISCELLANEOUS:** The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.
- 7.8 **NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charged set forth herein.
- 7.9 **PAYMENT:** Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge lesser of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity. If the Master Account remains unpaid after 60 days, in addition to other remedies, Hotel may, at its sole option, elect to cancel future arrangements, agreements or functions made by Group without penalty and upon written notice.
- 7.10 **RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to **Tuesday, March 2, 2010**, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group.

IN WITNESS WHERE OF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

**Interstate Hotels & Resorts
AS AGENT, DBA Doral Desert Princess Resort**

Riverside County Youth Commission

By: _____

By: _____

Name: Shalene Tirado

Name: _____

Title: Catering Manager

Title: _____

Date: March 12, 2010

Date: _____

Doral Desert Princess Resort Palm Springs

67-967 Vista Chino Cathedral City, CA 92234
 Phone: 760-322-7000 - Fax: 760-322-6853

Check#: 22,844
 Page: 1 of 1
 Created: 3/9/2010

Banquet Check

Account: Riverside County Youth Commission Post As: Riverside County Youth Commission 10th Annual Youth BEO Name: Lunch Address: 73-710 Fred Waring Drive Suite 222 Palm Desert, CA 92211	Event Date: 3/11/2010 Contact: Ms. Noel Loughrin Phone: (760) 863-2556 Fax: (760) 863-8905 On-Site: Ms. Noel Loughrin Phone: (760) 863-2556 Fax: (760) 863-8905
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Quantity	Food	Price	Amount
500	The Bunker Box Lunch	18.95 Per person	9,475.00
Subtotal:			9,475.00
Service Charge %: 20.00			1,895.00
Tax %: 8.75			994.88
Total:			12,364.88

Room Rental	Price	Amount
Room: Oleander Ballroom Function: BXL Room: Veranda Function: BXL		
Subtotal:		0.00
Service Charge %: 20.00		0.00
Room Rental Tax %: 8.75		0.00
Total:		0.00

Grand Total:	12,364.88
Balance Due:	12,364.88

 Client Signature

 Date

Doral Desert Princess Resort Palm Springs

67-967 Vista Chino Cathedral City, CA 92234
 Phone: 760-322-7000 - Fax: 760-322-6853

Check#: 22,839
 Page: 1 of 1
 Created: 3/9/2010

Banquet Check

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Quantity	Food	Price	Amount
500	Classic Continental	11.95 Per person	5,975.00
Subtotal:			5,975.00
Service Charge %: 20.00			1,195.00
Tax %: 8.75			627.38
Total:			7,797.38

Room Rental	Price	Amount
Room: Mesq/Ole Foyer Function: REG Room: Mesquite Ballroom Function: GS Room: Mesq/Ole Foyer Function: CNT	250.00	250.00
Subtotal:		250.00
Service Charge %: 20.00		50.00
Room Rental Tax %: 8.75		26.25
Total:		326.25

Grand Total:	8,123.63
Balance Due:	8,123.63

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 Client Signature

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 Date