

DRAFT

Approval of Previous Business Meeting Minutes:
January 17, 2019

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<http://www.clackamas.us/bcc/business.html>

Thursday, January 17, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Housing Authority Commissioner Paul Reynolds

EXCUSED: Commissioner Sonya Fischer

CALL TO ORDER

■ Roll Call

Commissioner Fischer is attending another meeting today and will not be in attendance.

■ Pledge of Allegiance

Chair Bernard announced the Board would recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item and he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

1. Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Metro for the Clackamas Heights Master Plan

Chair Bernard announced the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

II. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

1. Adoption of Zoning and Development Ordinance 275, Amendments to the Floodplain Management District Provisions of the ZDO *Previously approved at the 1-9-19 Land Use Hearing*

Nate Boderman, County Counsel presented the staff report.

Chair Bernard asked for a motion to read by title only.

MOTION:

Commissioner Savas: I move we read ZDO-275 by title only.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

Chair Bernard asked the Clerk to read ZDO-275 by title only, then asked for a motion.

MOTION:

Commissioner Savas: I move we Adopt ZDO-275, Amendments to the Floodplain Management District Provisions of the Zoning & Development Ordinance, as previously approved at the Jan. 9, 2019 Land Use Hearing.

Commissioner Schrader: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

III. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Thelma Haggemiller, Oak Grove – read her comments urging folks to get informed and attend one of the two community conversations meetings scheduled next week regarding NCPRD and Happy Valley.
2. Les Poole, Gladstone – spoke regarding the VRF and stated he has a meeting today with Chair Bernard to discuss this issue.

IV. PUBLIC HEARING

1. **Board Order No. 2019-01** Offering to Transfer Jurisdiction from Clackamas County to the City of Wilsonville a Portion of Ridder Road, County Road No. 799

Michael Bayes, Dept. of Transportation & Development presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearings and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Board Orders Offering to Transfer Jurisdiction from Clackamas County to the City of Wilsonville a Portion of Ridder Road, County Road No. 799.

Commissioner Schrader: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

V. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

A. Health, Housing & Human Services

1. Approval to Apply for Grants from Oregon Department of Transportation Statewide Transportation Improvement Fund (STIF) - Human Services Transportation Funds through TriMet for Services Provided by Clackamas County Social Services Division for Clackamas County Seniors and People with Disabilities - *Social Services*
2. Approval to Apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula Funds through Ride Connection, Inc., for Services Provided by Members of the Transportation Consortium of Clackamas County for Clackamas County Seniors and People with Disabilities - *Social Services*
3. Approval of an Agency Services Contract with Hillside Christian Fellowship for Warming Center Services - *Social Services*
4. Approval of Amendment No. 3 to a Professional Services Agreement with Laboratory Corporation of America (LabCorp) for Laboratory Services for Clackamas County Health Centers Division (CCHCD) – *Health Centers*

B. Department of Transportation & Development

1. Acceptance of the Oregon Department of Transportation Safe Communities Grant for Educational Outreach on the Transportation Safety Action Plan

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Closing Documents for Hidden Falls Property

VII. WATER ENVIRONMENT SERVICES

1. Approval of a Public Improvement Contract between Water Environment Services and OBEC Consulting Engineers, Inc. for Services During Construction for the 82nd Drive Bridge- North Approach Project - *Procurement*

VIII. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

IX. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED – 10:52 AM

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of 2021 Convention Contract with Red Lion Hotel on the River to
Provide Services for the Sheriff's Office Child Abuse & Family Violence Summit**

Purpose/ Outcomes	Approval of the 2021 Convention Contract
Dollar Amount and Fiscal Impact	\$215,826
Funding Source	216 1603 06894 450001
Duration	Execution through April 24, 2021
Previous Board Action	None
Strategic Plan Alignment	
Contact Person	Ryan Brown, x8039

BACKGROUND:

Annually the Sheriff's Office has hosted the Child Abuse & Family Violence Summit that is nationally recognized and attended by over 800 participants from across Oregon and the United States. The Summit occurs at the Red Lion Hotel on the River as it is the only local location that accommodate the size of event for both lodging and event needs. In order to secure the Hotel for the 2021 Summit, it is necessary for the County to enter into the contract at this time.

In accordance with LCRB C-047-0275, Procurement published a notice of intent to award a sole source contract for seven calendar days on the County Procurement website. No protests were received.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached contract.

Respectfully submitted,

Chris Hoy, Undsheriff

Placed on the Agenda of _____ by the Procurement Division

CONVENTION CONTRACT

A satisfied customer is our goal. Admittedly we believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This contract between the **Clackamas County on behalf of its Sheriff's Office** and the **Red Lion Hotel on the River** is intended to be helpful to us both and result in your satisfaction with our performance.

Especially Prepared for:	Clackamas County Sheriff's Office
By:	Camille Greenslade, Director of Sales 909 N Hayden Island Drive Portland, OR 97217 503-978-4553 camille.greenslade@redlionontheriver.com
Contact:	Detective Erin Schweitzer, Detective Clackamas County Sheriff's Office, 2223 Kaen Road Oregon City, OR 97045 503-785-5102 erinsch@co.clackamas.or.us
Function:	2021 Child Abuse Summit
Headquarters Hotel:	Red Lion Hotel on the River
Dates Rooms Reserved:	Sunday, April 18, 2021 through Saturday, April 24, 2021

ROOM ARRIVAL and DEPARTURE PATTERN

Guest Rooms	Sun 04/18	Mon 04/19	Tue 04/20	Wed 04/21	Thu 04/22	Fri 04/23
Guest Rooms	2	199	220	220	210	5
Staff/Courtyard		25	25	25	25	10
King Presidential Suite		1	1	1	1	1
Parlor Suite		2	2	2	2	2
Junior Executive Suite		2	2	2	2	2

TOTAL SLEEPING ROOM NIGHTS RESERVED: **991**

Room Rates	Single Rate	Double Rate	Triple Rate	Quad Rate
Guestrooms	\$181.00	\$181.00	\$181.00	\$181.00
Staff/Courtyard	\$99.00	\$99.00	\$99.00	\$99.00
Presidential Suite		Complimentary		
Parlor Suite		Complimentary		
Junior Executive Suite		Complimentary		

Initial: _____ Date: _____

The rates listed above are at the current published Federal Government per diem at the time of contracting. For your event, the Red Lion Hotel on the River will guarantee the prevailing Federal Government per diem rate in effect on the dates of your meeting, although it will not be allowed to go below the current rate listed above.

The above rates are subject to applicable tax which is currently 13.3% Occupancy Tax and 2.0% TID Assessment per room, per night, and is subject to change without notice.

Concessions

Concessions as listed below are based on the overall value of the business as outlined in the contract. Should GROUP be unable to fulfill the commitment, the Red Lion Hotel on the River reserves the right to reassess concessions commensurate with the actual estimated value:

- Discounted staff room rate of \$99.00 + tax for up to 110 total room nights
- One (1) complimentary Presidential Suite arriving Monday, April 19, 2021 for 5 nights, departing Saturday, April 24, 2021
- Two (2) complimentary Junior Executive Suites arriving Monday, April 19, 2021 for 5 nights, departing Saturday, April 24, 2021
- Two (2) complimentary Parlor Suites arriving Monday, April 19, 2021 for 5 nights departing Saturday, April 24, 2021
- One complimentary room night per every fifty (50) revenue room nights actually utilized by your 2021 Child Abuse Summit attendees
- No early departure fee for 2021 Child Abuse Summit attendees
- Hotel staff to hang Group banners, complimentary
- Hotel to provide ten (10) exhibit tables with linen and draped, complimentary
- Waived patch fees and no additional charges for Group providing audiovisual equipment

Rebate

The **Red Lion Hotel on the River** will pay \$5.00 for each revenue room night actually occupied and paid for by your attendees that was reserved as part of the established group block at the special group rates contained in this agreement to Clackamas County Sheriff's Office, for the purpose of defraying costs. This payment will be made by **Red Lion Hotel on the River** after receipt by the **Red Lion Hotel on the River** of full payment for the event.

Staff Rooms

We are pleased to reserve twenty-five (25) courtyard and/or suites accommodations per night as part of the staff block to be used by your convention staff for the dates of April 19-24, 2021 at the special net rate of \$99.00 plus tax. Suite accommodations are based on availability.

Complimentary Rooms

In consideration of your guest room commitment, we are pleased to extend one (1) complimentary room night per every 50 revenue room nights actually utilized by your **Clackamas County Sheriff's Office**. A Parlor Suite is counted as one room; a Presidential Suite being counted as two rooms. **Clackamas County Sheriff's Office** should provide a list of names in order of preference for complimentary room assignment.

In addition to the above complimentary room policy, the **Red Lion Hotel on the River** is pleased to extend the following complimentary suites:

- One (1) complimentary Presidential Suite arriving Monday, April 19, 2021 for 5 nights, departing Saturday, April 24, 2021

Initial: _____ Date: _____

- Two (2) complimentary Junior Executive Suites arriving Monday, April 19, 2021 for 5 nights, departing Saturday, April 24, 2021
- Two (2) complimentary Parlor Suites arriving Monday, April 19, 2021 for 5 nights departing Saturday, April 24, 2021

Cut Off Date

All the rooms provided for in your room block will be reserved on a definite basis for you upon signing of this contract. In order to assign specific room types to your attendees we ask that all room requests be received by **Sunday, March 28, 2021** twenty one (21) days prior to your major arrival day. After that date, the **Red Lion Hotel on the River** will continue to hold any rooms in your block not assigned to a specific attendee for your group if you pay for them in full at that time. Advance payments will be refunded by the **Red Lion Hotel on the River** after your convention dates if rooms you paid for in advance were later paid for by your attendees. If you prefer, after consultation with you, confirmed in writing, the **Red Lion Hotel on the River** will offer unassigned rooms in your block to other individuals or groups in an effort to reduce damages you may be required to pay pursuant to the Performance Clause of this agreement. If you ask us to attempt to resell the unused rooms in your block, members of your group may still request rooms based on availability. Such rooms will be available at the **Red Lion Hotel on the River's** prevailing rate.

Early Departure Fee

The Hotel's standard early departure fee of \$50.00 is waived for the 2021 Child Abuse Summit.

Check-In/Out Time

Our check-in time is 3:00 p.m., check-out time is 12:00 p.m. All guests arriving before 3:00 p.m. will be accommodated as rooms become available. Our **Guest Services Department** can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Room Assignments

Hotel requires the use of PassKey/GroupMax for guestroom reservations. This booking tool will be set up by your Convention Services Manager and a link emailed to you for your use on any web sites your attendee's may use to register for your event. This process will allow you to monitor in real time all room reservations, the ability to run rooming lists, make changes to existing reservations and so much more. The hotel will provide your group with training on the PassKey/GroupMax program as necessary. Requests for room assignments may also be made by calling the hotel directly at 503-283-4466 and asking for the Child Abuse Summit group rate.

Deposits/Confirmation

In order to confirm a room assignment for your attendees, we will require them to provide a first night's deposit, (refundable up to 72 hours in advance of your convention date; cancellation within 72 hours of arrival date is nonrefundable.) Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay will be charged immediately. The Red Lion Hotel on the River will deduct any collected nonrefundable prepayment fees from the amount you may owe as performance or cancellation damages.

Credit Arrangements

It is our understanding that all individuals who attend your meeting will be responsible for their own room, tax and incidental charges upon check-out.

Initial: _____ Date: _____

Master Accounts

Clackamas County Sheriff's Office currently has credit with **Red Lion Hotel on the River**. Credit applications are valid for one year from the time of signing and will be required to be updated annually. The **Red Lion Hotel on the River** will provide master account billing for charges as indicated incurred during your meeting. The **Red Lion Hotel on the River** reserves the right to request a credit application at any time if your group's credit status changes and may require advance payments or deposits of all or part of your estimated charges if credit is not approved. All charges posted to your master account should be approved in writing by you or your authorized designee. We would like to review this account with you daily to eliminate discrepancies. You agree that the remainder of the master account will be fully paid by company or certified check within 30 days after receipt of the bill. In the event any charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1½% per month until paid.

If you prefer, all master account charges can be paid by credit card. Red Lion Hotel on the River accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa for master account payments. If credit has not been approved for your event, you will provide us with the credit card to which all estimated master account charges will be charged no later than **Sunday, March 28, 2021**. If you receive credit approval, we request that you provide us with your credit card information at departure, and we will charge the account when you advise us of your approval of the master account bill. In the event any charges are disputed, you agree that we may charge the undisputed charges to the account immediately and the remainder will be charged upon resolution.

Should the master account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to its other remedies, **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** agree that the hotel, at its sole option, may elect to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** for additional conventions/meetings to be held in the future, and that in such event, no fees, charges, damages or penalties shall be due from the **Red Lion Hotel on the River** as a result of the cancellation and no claim shall be brought against the **Red Lion Hotel on the River** as a result of the cancellation.

Function Space

We have reserved the attached program of function space according to the requirements as indicated. Based on the sleeping room and food and beverage usage and other anticipated revenues that **Red Lion Hotel on the River** will realize from this event, the function space for your program will be waived with a minimum food and beverage purchase of **\$50,000.00** plus service charge. Should the minimum not be met, the remaining balance will be charged as room rental and will be subject to service charge.

You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover **Red Lion Hotel on the River** cost and additional labor. If equipment is necessary that exceeds **Red Lion Hotel on the River's** inventory, then **Clackamas County Sheriff's Office** agrees to pay for the cost or renting of additional equipment.

Initial: _____ Date: _____

Fire Permits

You agree to any and all expenses associated with obtaining any and all necessary licenses, permits or approvals for your event, including, but not limited to, licensing, Fire Marshall, Health Department, or other permits.

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

Audio Visual

Presentation Services Audio Visual (PSAV) is the preferred company of the Red Lion Hotel on the River providing all audio-visual support for guests and meeting attendees in order to provide the best possible experience for your group. Red Lion Hotel on the River highly recommends the use of PSAV as they are an international company with extensive resources, are experts in the set-up and operation of all equipment, provide competitive pricing and exceptional service. Please reference PSAV's current price list for all equipment or call (503) 286-8297 for a customized proposal. No outside audio visual vendors may be contracted to provide on-site equipment or services during your event without prior approval from the Hotel at least 30 days in advance of your event. The Hotel will require proof of insurance, liability and security waivers as well as compliance with the Audio Visual Service Standards ensuring consistency of product and service. Additional support from PSAV may be required by the Hotel as outlined in the Audio Visual Service Standards at an additional fee and/or the Hotel may impose an additional facilities charge to offset loss of revenue.

Service Charge

The quotations listed do not include service charges, which for your reference are currently 23%. Service charges apply to all food, beverage and room rental charges and are subject to change without notification. You will be charged the prevailing service charge as of the date of your Event. This service charge is not a gratuity and is the property of the Hotel to cover discretionary costs of the Event.

Red Lion Hotel on the River understands the importance of your ability to use the function space held for your event without significant outside noise or other distractions. In the event such problems occur, Hotel upon notification by **Clackamas County Sheriff's Office** will immediately take reasonable steps to prevent such noise or other distractions that are within the Hotel's reasonable control from continuing.

Red Lion Hotel on the River understands that there may be persons or groups attending your convention who may wish to schedule additional meetings over your convention dates. These affiliated persons or entities will be expected to pay for use of function space requested at the **Red Lion Hotel on the River's** published rates.

Banner Hanging

The **Red Lion Hotel on the River** agrees that banners will be hung by hotel staff no later than 11:00AM on Monday, April 19, 2021

Initial: _____ Date: _____

Exhibit Space

- A. Type, Size and Number: TBD
- B. Set-Up Date Monday, April 19, 2021
Hours for Set-Up: 8:00 a.m. – 4:00 a.m.
- C. Tear-Down Date: Friday, April 23, 2021
Hour for complete removal from Hotel: 4:00 p.m.
- D. Exhibit tables will be clothed and draped, provided complimentary by the Hotel.
- E. The Grand Ballroom Foyer/Pre-function Space will be the designated exhibit area.

Hotel Guidelines on Exhibits

- A. Hotel unfortunately does not have storage space for crates.
- B. Uniformed Guards may be required in Exhibit Areas at the expense of the **Clackamas County Sheriff's Office**.
- C. Exhibitors and **Clackamas County Sheriff's Office** shall indemnify and hold harmless Hotel and its servicing agents from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. **Clackamas County Sheriff's Office** hereby agrees to the Indemnity Agreement attached hereto and marked Exhibit A.
- D. **Clackamas County Sheriff's Office** shall be responsible for obtaining any necessary Local Fire Department approvals of Exhibit plans.
- E. Hotel requests that the **Clackamas County Sheriff's Office** submit to Hotel a proof of the Exhibitors Contract before it is sent to the Exhibitors.
- F. You agree to indemnify us for any damage caused to any Hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

Outside Contractors

Should you elect to utilize outside contractors or subcontractors on the Hotel premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify the Hotel of your intention to use such providers at least thirty days in advance of your event. All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises.

Security

If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.

Initial: _____ Date: _____

Banquet Services

You have agreed to hold the food and beverage events set forth in the attached program schedule. You will be asked to sign Event Orders confirming menus and other details for each of your events.

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your convention. For your information and guidance, our current menu prices are as follows:

Continental Breakfast:	from \$18.00
Full Breakfast Buffet:	from \$25.00
Plated Lunch:	from \$28.00
Lunch Buffet:	from \$31.00
Plated Dinner:	from \$37.00
Dinner Buffet:	from \$43.00

Upon request, copies of proposed menus will be provided. The menu pricing listed does not include service charge, currently 23% (subject to change). Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your convention. For your budgeting purposes, our average increase in menu pricing is 5% annually. We will guarantee a maximum yearly increase of 5% to the above 2018 average menu pricing.

Until specific menus and prices are established, **Red Lion Hotel on the River** will compute any performance or cancellation damages due using the minimum menu prices above and number of attendees listed in the program schedule.

The Red Lion Hotel on the River is licensed to serve food and beverages. No food or beverages may be brought into the Red Lion Hotel on the River by Clackamas County Sheriff's Office for service at this convention.

Performance and Cancellation Policies

Upon signing of this contract, both you and **Red Lion Hotel on the River** will have entered into a binding commitment. **Red Lion Hotel on the River** is committed to provide and you are committed to use and pay for all of the accommodations and services set forth in this agreement. **Red Lion Hotel on the River** has offered the favorable sleeping room rates and other concessions in this contract based upon the total anticipated revenues for your event. "Anticipated Revenue" includes revenue from the total sleeping room nights reserved on page 1 at the gross rates established herein (less complimentary rooms), food and beverage events at the minimum per person charge, plus service charge as set forth in your program, meeting room rental as agreed and ancillary revenues which the Hotel expects to receive from your attendees, such as telephone tolls, in-room movies, room service, outlet usage and similar charges. In states in which local law requires payment of taxes on damages, anticipated revenue will include tax.

Should you not utilize and pay for all of the commitments of this contract, whether due to reduction in size of your meeting, drop in attendance, change in food and beverage events or cancellation of the entire contract, you agree that the Hotel will suffer damages. Such damages will occur because **Red Lion Hotel on the River** will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The exact amount of such damages will be difficult to determine. Therefore, the parties agree that the following liquidated damage clauses are a reasonable effort by the parties to agree in advance on the amounts that will be paid by you in the event of either lack of performance or cancellation.

Initial: _____ Date: _____

Performance Clause

Prior to your event, from time to time, at our option, we may review the number of requests for room assignments which have been made by your attendees in order to compare your obligations herein with your **Clackamas County Sheriff's Office's** actual likely performance. Should it appear in advance of your meeting that the actual number of attendees will fall below the attendance we expect based upon your room block, the **Red Lion Hotel on the River** reserves the right to assign alternate meeting space commensurate with your reduced space needs as indicated by your attendee's requests for room assignments.

Further, in the event that you do not use all of the sleeping rooms in your block or reduce the number, size or scope of the food and beverage events set forth in your program, you agree to pay liquidated damages to the Hotel based upon the difference between the total revenue anticipated for your event and the revenue actually received as follows:

Sleeping Rooms

Percentage of Total Anticipated Revenue from Sleeping Rooms Actualized by Hotel:	Percentage of Total Anticipated Revenue from Sleeping Rooms to be paid as Liquidated Damages:
Total Anticipated Sleeping Room Revenue	\$165,826.00
80% Minimum Revenue Commitment =	\$132,660.80
80% to 100%	0% \$ -
70% to 79%	10% \$ 16,582.60
60% to 69%	20% \$ 33,165.20
50% to 59%	30% \$ 49,747.80
40% to 49%	40% \$ 66,330.40
30% to 39%	50% \$ 82,913.00
20% to 29%	60% \$ 99,495.60
19% or Less	70% \$ 116,078.20

The Hotel will determine your actualized sleeping room revenue by adding together the room rates received for rooms used within your reserved room block. If you and Hotel agree under the Cut Off Date paragraph that unreserved rooms in your block will be returned to the Hotel to attempt resell, your group rooms will be considered resold to the extent that the Hotel sells more rooms on a night of your event than it could have sold if your block had been filled. Each room resold will be credited to your actualized revenue at the Hotel's average rate for the day.

Cancellation Clause

Clackamas County Sheriff's Office agrees that should it cancel its event for any reason, including changing its meeting site to another Hotel, that **Red Lion Hotel on the River** will suffer damages. The closer in time to the date of your event that a cancellation occurs, the less likely it is that **Red Lion Hotel on the River** will be able to replace any or all of your business with comparable business. Therefore, the parties agree that **Clackamas County Sheriff's Office** will pay as liquidated damages to the **Red Lion Hotel on the River** immediately upon notice of cancellation a percentage of the total revenues anticipated by the **Red Lion Hotel on the River** for your event from sleeping rooms, food and beverage events set forth in your program and ancillary revenues as follows:

Total Anticipated Sleeping Room and Food and Beverage Revenue: \$215,826.00

Initial: _____ Date: _____

Cancellation between date of signing and April 17, 2019: 30%; \$64,747.80

Cancellation between April 18, 2019 and April 17, 2020: 50%; \$107,913.00

Cancellation between April 18, 2020 and date of group arrival: 70%; \$151,078.20

In the event that this meeting is canceled prior to the time that specific sleeping room rates are agreed upon, menu prices are established, or exhibit space rates are established, then our current room rates, current menu prices and current exhibit space rates, as set forth herein, will be used in calculating the **Red Lion Hotel on the River's** anticipated gross revenues. Ancillary revenues will be calculated using the average daily per occupied room ancillary revenue for the same month as the convention from the most recent year available.

Red Lion Hotel on the River will not consider notice of cancellation valid and will not release accommodations held until payment of the liquidated cancellation damages is received, therefore delay in payment may result in higher damages owed.

Shipping, Receiving, Storage

Parcels for events held in the Hotel may be delivered up to three (3) working days prior to the event. The shipment must be addressed to the guest responsible for claiming the parcel at the Hotel. Parcels should be addressed to: Guest's Name, Date of Arrival and Name of Event, (Hotel name and address). The Hotel requires advance notice of the shipment and number of parcels. Parcels should be numbered 1 of 10, 2 of 10, 3 of 10, etc. The Hotel is not responsible for storage of exhibit property or large quantities of parcels.

Parking

Parking is provided for all Hotel guests on a space available basis.

Acts of God

Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the **Red Lion Hotel on the River**, governmental authority, or war in the United States make it illegal or impossible for the Hotel to hold the event.

Americans With Disabilities Act

The **Red Lion Hotel on the River** represents and **Clackamas County Sheriff's Office** acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated thereunder ("ADA"), the **Red Lion Hotel on the River** facilities being rented to **Clackamas County Sheriff's Office** under this Agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

Auxiliary Aids

Clackamas County Sheriff's Office agrees that by **Sunday, March 28, 2021**, it will furnish to the **Red Lion Hotel on the River** a list of any auxiliary aids needed in any meeting room or function space by its attendees. Should such auxiliary aids be required, **Clackamas County Sheriff's Office** shall pay all charges associated with the acquisition, rental or provision of such aids for use in the function space.

When requests for sleeping room assignments are made, please ask your attendees to notify the **Red Lion Hotel on the River** of their auxiliary aid needs, so that we may notify you as to

Initial: _____ Date: _____

the names of businesses with which you may contract to obtain those aids for use in the sleeping rooms.

Compliance with Laws

Clackamas County Sheriff's Office agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. **Clackamas County Sheriff's Office** agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. **Clackamas County Sheriff's Office** represents, warrants and agrees that it is currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

Promotional Considerations

Red Lion Hotel on the River has the right to review and approve any advertisements or promotional materials in connection with **Clackamas County Sheriff's Office** function which specifically reference a name or logo owned by Red Lion Hotels Corporation.

Option Dates

These arrangements are being held on a **first option basis** until **Friday, June 29, 2018**. However, should another organization request the dates and be in a position to confirm immediately, you will be advised and given seven (7) days to confirm on a definite basis or so alternate dates can be researched and held for your use.

By signing and returning the enclosed copy of this contract by **Friday, June 29, 2018**, you will enable us to establish these arrangements on a definite basis.

Please note that it is the responsibility of your organization to notify the **Red Lion Hotel on the River** if you need to extend your option. If written confirmation is not received by the **Red Lion Hotel on the River** by **Friday, June 29, 2018** your hold may be automatically released.

Indemnification

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the **Red Lion Hotel on the River**, COHO, and the Owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of Hotel.

Insurance

You agree to obtain and keep in force, during the term of your occupancy and use of our premises for your event, policies of General Liability insurance, specifically referring to and including the Contractual Liability referred to in the indemnification paragraph above, Premises-Operations, Broad Form Property Damage, and Personal and Injury Liability with limits not less than \$1,000,000.00 per occurrence, and, if applicable, Worker's Compensation insurance to statutory limits, Employer's Liability insurance with limits not less than \$1,000,000.00 per occurrence, and Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits not less than \$1,000,000.00 per occurrence. You agree to include Hotel, COHO and Hotel Owner (JBH Property Acquisitions, LLC) in the General Liability policy as an additional insured thereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least seven (7) days prior to your event copies of certificates of insurance for each policy required by us. All policies of insurance

Initial: _____ Date: _____

will be with insurance companies rated by A. M. Best Company as an A VIII or better or otherwise acceptable to the Hotel.

If you use an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, staging, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as we require of you. Also, their insurance is primary to any similar insurance carried by us. The Hotel, COHO and Hotel Owner must be named as an additional insureds on the vendor's, contractor's or service provider's insurance. The vendor, contractor, or service provider must provide us certificates of insurance seven (7) days prior to the performance of their contract with you.

Arbitration/Dispute Resolution

The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the Hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

Attorney's Fees/Costs

The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs and pre and post judgment interest.

Successors and Assigns

The commitments made by **Clackamas County Sheriff's Office** will be binding on its successors and assigns. In the event that **Clackamas County Sheriff's Office** assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by COHO. In the event such an assignment is contemplated, **Clackamas County Sheriff's Office** agrees to notify COHO at least thirty days in advance of the planned close of the assignment transaction of the entities involved. COHO will thereafter have 20 days in which to notify **Clackamas County Sheriff's Office** if assignment is approved.

Effective Date of Communications/ Signatures sent by Facsimile

The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

Initial: _____ Date: _____

This contract, with exhibits attached hereto (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by **Red Lion Hotel on the River and Clackamas County**.

This contract is subject and subordinate to the terms and conditions of the Hotel Agreement Addendum attached here to and incorporated herein.

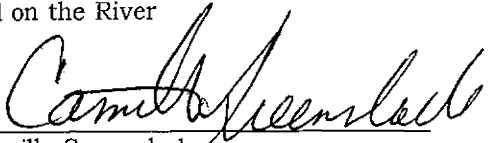
ACCEPTED AND AGREED TO:

Clackamas County Board of
County Commissioners

By: _____
Chair

Date _____

Red Lion Hotel on the River

By: 
Ms. Camille Greenslade,
Director of Sales

Date 1-16-19

By: _____
Ms. Dani Boss
Director of Sales and Marketing

Date _____

EXHIBIT A

RESPONSIBILITY CLAUSE FOR EXHIBITS

The **Clackamas County Sheriff's Office** shall assume responsibility for any claims arising out of the use of the exhibition premises of the **Red Lion Hotel on the River**. In this regard, the **Clackamas County Sheriff's Office** agrees to indemnify and defend the **Red Lion Hotel on the River** and its Owners, agents and employees against any claims or expenses arising out of the use of the exhibition premises.

The **Clackamas County Sheriff's Office** agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the **Clackamas County Sheriff's Office's** indemnity in this Responsibility Clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The **Red Lion Hotel on the River**, its Owners and COHO shall be named as additional insureds on such policy, and **Clackamas County Sheriff's Office** shall supply the **Red Lion Hotel on the River** with Certificates of Insurance at least 30 days prior to the use of the exhibition premises.

In order to protect the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River**, the **Clackamas County Sheriff's Office** agrees to include the following Responsibility Clause in their Exhibitor contract:

Exhibitor assumes responsibility and agrees to indemnify and defend the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises.

The Exhibitor understands that neither the **Clackamas County Sheriff's Office** nor the **Red Lion Hotel on the River** maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

Initial: _____ Date: _____

SCHEDULE OF EVENTS

Date	Start Time	End Time	Description	Room	Setup	Agr
Monday						
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4	Special Setup Instructions	800
4/19/2021	8:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Overton		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Pendleton		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Glisan		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Multnomah		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Clackamas		
4/19/2021	8:00 PM	4:00 AM	24 hour hold	Clark		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Washington		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Hayden		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Timberline		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Flanders		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/19/2021	1:00 PM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
Tuesday						
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/20/2021	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Overton		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Multnomah		

Initial: _____ Date: _____

Clackamas County Sheriff's Office

June 7, 2018

Page 15 of 19

4/20/2021	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Clark		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Washington		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
4/20/2021	5:00 PM	8:00 PM	Reception	JB's Lounge		
Wednesday						
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/21/2021	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Overton		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Clark		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Washington		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
4/21/2021	4:00 AM	4:00 AM	24 hour hold	JB's Lounge		

Initial: _____ Date: _____

Clackamas County Sheriff's Office

June 7, 2018

Page 16 of 19

Thursday						
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Crown Zellerbach		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Weyerhaeuser		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Overton		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Clark		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Washington		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
Friday						
4/23/2021	4:00 AM	4:00 PM		Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/23/2021	4:00 AM	5:00 PM	Office	White Stag	Office	
4/23/2021	4:00 AM	5:00 PM	Office	Jantzen	Office	
4/23/2021	4:00 AM	3:00 PM	Teardown	Overton		
4/23/2021	4:00 AM	5:00 PM	Storage	Pendleton		
4/23/2021	10:00 AM	12:00 PM	Meeting	Multnomah		
4/23/2021	10:00 AM	12:00 PM	Meeting	Clackamas		
4/23/2021	8:00 AM	5:00 PM	Hospitality	Presidential Suite	Hospitality	

Initial: _____ Date: _____

4/23/2021	4:00 AM	12:15 PM		Hayden		
4/23/2021	10:00 AM	12:00 PM	Meeting	Washington		
4/23/2021	10:00 AM	12:00 PM	Meeting	Clark		

Meeting Rooms Subject to Change

Meeting agenda must be provided to hotel 6 months prior to the event for space review and release of space not needed.

SECURITY AND DAMAGES: The Hotel assumes no responsibility for loss or damage to materials and/or equipment left in function rooms. It is advised that all equipment be taken out of meeting rooms at the conclusion of event. Your Convention Services Manager can assist you in contracting outside security services at prevailing rates should you need to leave equipment in the banquet rooms.

This Application is for reference only and in no way establishes a line of credit on behalf of Clackamas County, a political subdivision of the State of Oregon.



Arrival Date: April 18, 2021

HOTEL NAME: Red Lion Hotel on the River **TELEPHONE:** _____
ADDRESS: 909 North Hayden Island Drive **FAX:** 503-735-4847
Portland, Oregon 97217

CREDIT APPLICATION

Confidential Information

Name of Company Requesting Clackamas County Sheriff's Office
Direct Billing: _____
Address: 2223 Kaen Rd., Telephone: 503-331-2400
City: Oregon City State: OR Zip: 97045
Dun & Bradstreet Number: _____ Rating: _____
Listed in Name of: _____
Group Name: 2021 Child Abuse Summit
Inclusive Booking Dates: April 18, 2021 - April 25, 2021
Group Contact: Detective Erin Schweitzer Telephone: 503-785-5102
Address: Clackamas County Sheriff's Office, 2223 Kaen Road
Fax: 503-655-8549
City: Oregon City State: OR Zip: 97045

DIRECT BILLING HAS BEEN REQUESTED AS INDICATED:

- 1. Guest Room Accounts: _____ All charges for specified guests - provide list
- _____ Room and tax only for specified guests - provide list
- 2. Catering _____ All catering/banquet charges
- 3. Miscellaneous: _____ Provide list

BANK REFERENCES:

Bank Name: _____ Contact: _____
Full Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Account #: _____ ABA #: _____

HOTEL REFERENCES (Most Recent History):

Hotel Name: _____ Dates: _____
Full Address: _____ Telephone: _____
City: _____ State: _____ Zip: _____
Hotel Name: _____ Dates: _____
Full Address: _____ Telephone: _____

Initial: _____ Date: _____

Address: _____
 City: _____ State: _____ Zip: _____
Hotel _____
Name: _____ Dates: _____
 Full _____
 Address: _____ Telephone: _____
 City: _____ State: _____ Zip: _____

AGREEMENT & RELEASE:

~~I (We) agree if credit is extended, to pay the amount due upon receipt of the first statement. In accordance with the Privacy Act, Freedom of Information Act, the Fair Credit Reporting Act, and any similar federal, state or local statutory or common laws or regulations, I (We) expressly authorize the above named references, any credit reporting agency, any law enforcement agency (federal/state/local) and any person or entity with knowledge of information relevant to this request for credit to release this information to the Hotel (together with its owners, partners, parent, subsidiaries and affiliates, and their officers, directors, agents and employees, "Hotel") and Hotel to request, obtain and use such information as it sees fit. I (We) hereby agree to release, indemnify, defend and hold harmless Hotel and any all other persons or entities, including without limitation those providing information, from any and all liability for losses, claims, injuries, liabilities, and damages of whatever kind or nature, whether known or unknown, including without limitation those based upon defamation, invasion of privacy, and rights of publicity and personality, which may at any time arise or accrue to me (us) or my (our) heirs, successors, parents, subsidiaries, assigns, officers, directors, employees, agents or other persons or entities claiming by or through us, on account of provision of such information or reliance on such information or on other information gathered pursuant thereto and hereto. I (We) hereby authorize this Credit Application and release to be shown and delivered to such persons, with a copy of this Credit Application and release to be as valid as the original.~~

Authorized Signature: _____ Date: _____

DO NOT WRITE BELOW THIS LINE -- FOR OFFICE USE ONLY

Estimated Amount of Charges -- To be completed by Originator

Rooms:	\$ _____	Credit Approved By:	_____
Catering/Banquet:	\$ _____	Date:	_____
Meeting Room	\$ _____	Credit Limit:	\$ _____
Rental:	_____		
Other:	\$ _____	Credit Denied:	_____
Total:	\$ _____	Advance Deposit	\$ _____
		Required:	_____
Deposit Received:	\$ _____	File #:	SRB-00000004
Sales Rep:	Camille Greenslade		
M & C Rep:	_____		
Catering Rep:	_____		

(Always Attach Copy of Contract)

Initial: _____ Date: _____

HOTEL AGREEMENT ADDENDUM

This Hotel Agreement Addendum supplements and/or modifies the Convention Contract for the 2021 Child Abuse Summit (“Hotel Agreement”) between Clackamas County (“County”) and Red Lion Hotel on the River (“Hotel”). In the event of any conflicts between the terms and conditions of Hotel Agreement and this Addendum, the terms and conditions of this Addendum shall control. The Hotel Agreement and Addendum are collectively referred to as “Agreement.” Unless otherwise provided herein, capitalized terms shall have the meaning prescribed in the Hotel Agreement.

Payment. All payments for services rendered under this Agreement will be subject to the conditions and limitations of ORS 293.462. Fees, of which the actual sums are not expressly approved of prior to execution of this Agreement (Such as percentage based service fees and others not directly tied to services actually rendered), are not agreed to and will not be paid without prior written approval by County. It is understood by the parties that the purpose of this Agreement is to hold rooms for individual guests of the Hotel. It is the obligation of the individual guests of the Hotel to make all required payments, unless specifically authorized by County in the Hotel Agreement. County will only be obligated to make payments under the Hotel Agreement for the Meeting Room Rental, Food and Beverage (not including alcoholic beverages or related service charges), Audio Visual, and other expenses associated with the County function at the Hotel.

County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.

Indemnification/Attorneys’ Fees. County’s responsibility for damages, costs, or to indemnify Hotel shall only be to the extent and limitations of Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) and only from claims arising out of or based upon damage or injuries to persons or property caused solely by the negligent acts of County or its elected officials and employees. County shall not be responsible for damages, costs or to indemnify Hotel from its or its employees or contractor’s acts or omissions.

No attorneys’ fees and costs shall be awarded to either party.

Conduct. County agrees to conduct the scheduled functions in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. County assumes full responsibility for the conduct of and damages or loss caused only by its employees and agents in attendance. County will not be liable for ordinary wear and tear caused by the scheduled function.

Tax Compliance Certification.

Hotel must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Hotel’s warranty in this Contract that Hotel has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract,

at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Hotel, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Hotel's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Hotel represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Hotel has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Hotel, to Hotel's property, operations, receipts, or income, or to Hotel's performance of or compensation for any Work performed by Hotel; (C) Any tax provisions imposed by a political subdivision of this state that applied to Hotel, or to goods, services, or property, whether tangible or intangible, provided by Hotel; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Compliance with Public Contracting Provisions. The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, are incorporated herein by this reference.

Governing Law. This Hotel Agreement shall be construed in accordance with the laws of the State of Oregon. Notwithstanding any language to the contrary, County will not submit itself to mediation, arbitration or any other form of alternative dispute resolution.

Termination for Non-Appropriation of Funds. If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, County may terminate this Agreement without further liability by giving Hotel not less than 120 days' notice.

Cancellation by County. In the event County terminates or cancels this Agreement for any reason(s), except for termination for non-appropriation as outlined in the Termination for Non-Appropriation of Funds paragraph, County agrees to pay liquidated damages amounts set forth below and subject to the limitation of the Payment section above in this Addendum. Any funds paid by County as liquidated damages will be counted as a credit toward the use of the Hotel's facilities for two years from the date of the canceled event. Notwithstanding the foregoing, County shall not be obligated to pay any amount for cancellation of the room and space if Hotel is able to relet the reserved room and space. Hotel shall make all reasonable efforts to cover and relet rooms and spaces formerly reserved to County and cover and reallocate all deliverables reserved for County. Hotel shall provide a description of all such efforts in the Invoice. In no case shall any liquidated damages paid under this Agreement exceed the total sum of estimated charges.

Maximum Liquidated Damages:
Two (2) years to one (1) year from event: 30%
One (1) year from the event: 70%

Reassignment of Space. If for any reason the space reserved is not available for County's event, County agrees that Hotel may, upon receipt of written consent by County, substitute the space with another of reasonably comparable quality and which will meet all of the requirements for which County intended to use the original space. If no such space can be made available by Hotel, County may, in its discretion, either agree to a comparably inferior space for which County will receive an equitably appropriate price discount or terminate this Hotel Agreement without recourse or penalty.

Insurance. County maintains commercial general liability in accordance with Oregon Law for the negligent acts or omissions of its elected officials and employees.

Counterparts. This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

County initials: _____

Date: _____

Hotel initials: _____

Date: 1-16-19

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of 2022 Convention Contract with Red Lion Hotel on the River to
Provide Services for the Sheriff's Office Child Abuse & Family Violence Summit**

Purpose/ Outcomes	Approval of the 2022 Convention Contract
Dollar Amount and Fiscal Impact	\$215,826
Funding Source	216 1603 06894 450001
Duration	Execution through April 23, 2022
Previous Board Action	None
Strategic Plan Alignment	
Contact Person	Ryan Brown, x8039

BACKGROUND:

Annually the Sheriff's Office has hosted the Child Abuse & Family Violence Summit that is nationally recognized and attended by over 800 participants from across Oregon and the United States. The Summit occurs at the Red Lion Hotel on the River as it is the only local location that accommodate the size of event for both lodging and event needs. In order to secure the Hotel for the 2022 Summit, it is necessary for the County to enter into the contract at this time.

In accordance with LCRB C-047-0275, Procurement published a notice of intent to award a sole source contract for seven calendar days on the County Procurement website. No protests were received.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached contract.

Respectfully submitted,

Chris Hoy, Undsheriff

Placed on the Agenda of _____ by the Procurement Division

CONVENTION CONTRACT

A satisfied customer is our goal. Admittedly we believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This contract between the **Clackamas County on behalf of its Sheriff's Office** and the **Red Lion Hotel on the River** is intended to be helpful to us both and result in your satisfaction with our performance.

Especially Prepared for:	Clackamas County Sheriff's Office
By:	Camille Greenslade, Director of Sales 909 N Hayden Island Drive Portland, OR 97217 503-978-4553 camille.greenslade@redlionontheriver.com
Contact:	Detective Erin Schweitzer, Detective Clackamas County Sheriff's Office, 2223 Kaen Road Oregon City, OR 97045 503-785-5102 erinsch@co.clackamas.or.us
Function:	2022 Child Abuse Summit
Headquarters Hotel:	Red Lion Hotel on the River
Dates Rooms Reserved:	Sunday, April 17, 2022 through Saturday, April 23, 2022

ROOM ARRIVAL and DEPARTURE PATTERN

Guest Rooms	Sun 04/17	Mon 04/18	Tue 04/19	Wed 04/20	Thu 04/21	Fri 04/22
Guest Rooms	2	199	220	220	210	5
Staff/Courtyard		25	25	25	25	10
King Presidential Suite		1	1	1	1	1
Parlor Suite		2	2	2	2	2
Junior Executive Suite		2	2	2	2	2

TOTAL SLEEPING ROOM NIGHTS RESERVED: **991**

Room Rates	Single Rate	Double Rate	Triple Rate	Quad Rate
Guest Rooms	\$181.00	\$181.00	\$181.00	\$181.00
Staff/Courtyard	\$103.00	\$103.00	\$103.00	\$103.00
King Presidential Suite		Complimentary		
Parlor Suite		Complimentary		
Junior Executive Suite		Complimentary		

Initial: _____ Date: _____

The rates listed above are at the current published Federal Government per diem at the time of contracting. For your event, the Red Lion Hotel on the River will guarantee the prevailing Federal Government per diem rate in effect on the dates of your meeting, although it will not be allowed to go below the current rate listed above.

The above rates are subject to applicable tax which is currently 13.3% Occupancy Tax and 2.0% TID Assessment per room, per night, and is subject to change without notice.

Concessions

Concessions as listed below are based on the overall value of the business as outlined in the contract. Should GROUP be unable to fulfill the commitment, the Red Lion Hotel on the River reserves the right to reassess concessions commensurate with the actual estimated value:

- Discounted staff room rate of \$103.00 + tax for up to 110 total room nights
- One (1) complimentary Presidential Suite arriving Monday, April 18, 2022 for 5 nights, departing Saturday, April 23, 2022
- Two (2) complimentary Junior Executive Suites arriving Monday, April 18, 2022 for 5 nights, departing Saturday, April 23, 2022
- Two (2) complimentary Parlor Suites arriving Monday, April 18, 2022 for 5 nights departing Saturday, April 23, 2022
- One complimentary room night per every fifty (50) revenue room nights actually utilized by your 2022 Child Abuse Summit attendees
- No early departure fee for 2022 Child Abuse Summit attendees
- Hotel staff to hang Group banners, complimentary
- Hotel to provide ten (10) exhibit tables with linen and draped, complimentary
- Waived patch fees and no additional charges for Group providing audiovisual equipment

Rebate

The **Red Lion Hotel on the River** will pay \$5.00 for each revenue room night actually occupied and paid for by your attendees that was reserved as part of the established group block at the special group rates contained in this agreement to Clackamas County Sheriff's Office, for the purpose of defraying costs. This payment will be made by **Red Lion Hotel on the River** after receipt by the **Red Lion Hotel on the River** of full payment for the event.

Staff Rooms

We are pleased to reserve twenty-five (25) courtyard and/or suites accommodations per night as part of the staff block to be used by your convention staff for the dates of April 17-23, 2022 at the special net rate of \$103.00 plus tax. Suite accommodations are based on availability.

Complimentary Rooms

In consideration of your guest room commitment, we are pleased to extend one (1) complimentary room night per every 50 revenue room nights actually utilized by your **Clackamas County Sheriff's Office**. A Parlor Suite is counted as one room; a Presidential Suite being counted as two rooms. **Clackamas County Sheriff's Office** should provide a list of names in order of preference for complimentary room assignment.

In addition to the above complimentary room policy, the **Red Lion Hotel on the River** is pleased to extend the following complimentary suites:

- One (1) complimentary Presidential Suite arriving Monday, April 18, 2022 for 5 nights, departing Saturday, April 23, 2022

Initial: _____ Date: _____

- Two (2) complimentary Junior Executive Suites arriving Monday, April 18, 2022 for 5 nights, departing Saturday, April 23, 2022
- Two (2) complimentary Parlor Suites arriving Monday, April 18, 2022 for 5 nights departing Saturday, April 23, 2022

Cut Off Date

All the rooms provided for in your room block will be reserved on a definite basis for you upon signing of this contract. In order to assign specific room types to your attendees we ask that all room requests be received by **Sunday, March 27, 2022** twenty one (21) days prior to your major arrival day. After that date, the **Red Lion Hotel on the River** will continue to hold any rooms in your block not assigned to a specific attendee for your group if you pay for them in full at that time. Advance payments will be refunded by the **Red Lion Hotel on the River** after your convention dates if rooms you paid for in advance were later paid for by your attendees. If you prefer, after consultation with you, confirmed in writing, the **Red Lion Hotel on the River** will offer unassigned rooms in your block to other individuals or groups in an effort to reduce damages you may be required to pay pursuant to the Performance Clause of this agreement. If you ask us to attempt to resell the unused rooms in your block, members of your group may still request rooms based on availability. Such rooms will be available at the **Red Lion Hotel on the River's** prevailing rate.

Early Departure Fee

The Hotel's standard early departure fee of \$50.00 is waived for the 2022 Child Abuse Summit.

Check-In/Out Time

Our check-in time is 3:00 p.m., check-out time is 12:00 p.m. All guests arriving before 3:00 p.m. will be accommodated as rooms become available. Our **Guest Services Department** can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Room Assignments

Hotel requires the use of PassKey/GroupMax for guestroom reservations. This booking tool will be set up by your Convention Services Manager and a link emailed to you for your use on any web sites your attendee's may use to register for your event. This process will allow you to monitor in real time all room reservations, the ability to run rooming lists, make changes to existing reservations and so much more. The hotel will provide your group with training on the PassKey/GroupMax program as necessary. Requests for room assignments may also be made by calling the hotel directly at 503-283-4466 and asking for the Child Abuse Summit group rate.

Deposits/Confirmation

In order to confirm a room assignment for your attendees, we will require them to provide a first night's deposit, (refundable up to 72 hours in advance of your convention date; cancellation within 72 hours of arrival date is nonrefundable.) Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay will be charged immediately. The Red Lion Hotel on the River will deduct any collected nonrefundable prepayment fees from the amount you may owe as performance or cancellation damages.

Credit Arrangements

It is our understanding that all individuals who attend your meeting will be responsible for their own room, tax and incidental charges upon check-out.

Initial: _____ Date: _____

Master Accounts

Clackamas County Sheriff's Office currently has credit with **Red Lion Hotel on the River**. Credit applications are valid for one year from the time of signing and will be required to be updated annually. The **Red Lion Hotel on the River** will provide master account billing for charges as indicated incurred during your meeting. The **Red Lion Hotel on the River** reserves the right to request a credit application at any time if your group's credit status changes and may require advance payments or deposits of all or part of your estimated charges if credit is not approved. All charges posted to your master account should be approved in writing by you or your authorized designee. We would like to review this account with you daily to eliminate discrepancies. You agree that the remainder of the master account will be fully paid by company or certified check within 30 days after receipt of the bill. In the event any charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1½% per month until paid.

If you prefer, all master account charges can be paid by credit card. Red Lion Hotel on the River accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa for master account payments. If credit has not been approved for your event, you will provide us with the credit card to which all estimated master account charges will be charged no later than **Sunday, March 27, 2022**. If you receive credit approval, we request that you provide us with your credit card information at departure, and we will charge the account when you advise us of your approval of the master account bill. In the event any charges are disputed, you agree that we may charge the undisputed charges to the account immediately and the remainder will be charged upon resolution.

Should the master account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to its other remedies, **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** agree that the Hotel, at its sole option, may elect to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** for additional conventions/meetings to be held in the future, and that in such event, no fees, charges, damages or penalties shall be due from the **Red Lion Hotel on the River** as a result of the cancellation and no claim shall be brought against the **Red Lion Hotel on the River** as a result of the cancellation.

Function Space

We have reserved the attached program of function space according to the requirements as indicated. Based on the sleeping room and food and beverage usage and other anticipated revenues that **Red Lion Hotel on the River** will realize from this event, the function space for your program will be waived with a minimum food and beverage purchase of **\$50,000.00** plus service charge. Should the minimum not be met, the remaining balance will be charged as room rental and will be subject to service charge.

You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover **Red Lion Hotel on the River** cost and additional labor. If equipment is necessary that exceeds **Red Lion Hotel on the River's** inventory, then **Clackamas County Sheriff's Office** agrees to pay for the cost or renting of additional equipment.

Initial: _____ Date: _____

Fire Permits

You agree to any and all expenses associated with obtaining any and all necessary licenses, permits or approvals for your event, including, but not limited to, licensing, Fire Marshall, Health Department, or other permits.

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

Audio Visual

Presentation Services Audio Visual (PSAV) is the preferred company of the Red Lion Hotel on the River providing all audio-visual support for guests and meeting attendees in order to provide the best possible experience for your group. Red Lion Hotel on the River highly recommends the use of PSAV as they are an international company with extensive resources, are experts in the set-up and operation of all equipment, provide competitive pricing and exceptional service. Please reference PSAV's current price list for all equipment or call (503) 286-8297 for a customized proposal. No outside audio visual vendors may be contracted to provide on-site equipment or services during your event without prior approval from the Hotel at least 30 days in advance of your event. The Hotel will require proof of insurance, liability and security waivers as well as compliance with the Audio Visual Service Standards ensuring consistency of product and service. Additional support from PSAV may be required by the Hotel as outlined in the Audio Visual Service Standards at an additional fee and/or the Hotel may impose an additional facilities charge to offset loss of revenue.

Service Charge

The quotations listed do not include service charges, which for your reference are currently 23%. Service charges apply to all food, beverage and room rental charges and are subject to change without notification. You will be charged the prevailing service charge as of the date of your Event. This service charge is not a gratuity and is the property of the Hotel to cover discretionary costs of the Event.

Red Lion Hotel on the River understands the importance of your ability to use the function space held for your event without significant outside noise or other distractions. In the event such problems occur, Hotel upon notification by **Clackamas County Sheriff's Office** will immediately take reasonable steps to prevent such noise or other distractions that are within the Hotel's reasonable control from continuing.

Red Lion Hotel on the River understands that there may be persons or groups attending your convention who may wish to schedule additional meetings over your convention dates. These affiliated persons or entities will be expected to pay for use of function space requested at the **Red Lion Hotel on the River's** published rates.

Banner Hanging

The **Red Lion Hotel on the River** agrees that banners will be hung by hotel staff no later than 11:00AM on Monday, April 18, 2022

Initial: _____ Date: _____

Exhibit Space

- A. Type, Size and Number: TBD
- B. Set-Up Date Monday, April 18, 2022
Hours for Set-Up: 8:00 a.m. – 4:00 a.m.
- C. Tear-Down Date: Friday, April 22, 2022
Hour for complete removal from Hotel: 4:00 p.m.
- D. Exhibit tables will be clothed and draped, provided complimentary by the Hotel.
- E. The Grand Ballroom Foyer/Pre-function Space will be the designated exhibit area.

Hotel Guidelines on Exhibits

- A. Hotel unfortunately does not have storage space for crates.
- B. Uniformed Guards may be required in Exhibit Areas at the expense of the **Clackamas County Sheriff's Office**.
- C. Exhibitors and **Clackamas County Sheriff's Office** shall indemnify and hold harmless Hotel and its servicing agents from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. **Clackamas County Sheriff's Office** hereby agrees to the Indemnity Agreement attached hereto and marked Exhibit A.
- D. **Clackamas County Sheriff's Office** shall be responsible for obtaining any necessary Local Fire Department approvals of Exhibit plans.
- E. Hotel requests that the **Clackamas County Sheriff's Office** submit to Hotel a proof of the Exhibitors Contract before it is sent to the Exhibitors.
- F. You agree to indemnify us for any damage caused to any Hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

Outside Contractors

Should you elect to utilize outside contractors or subcontractors on the Hotel premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify the Hotel of your intention to use such providers at least thirty days in advance of your event. All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises.

Security

If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.

Initial: _____ Date: _____

Banquet Services

You have agreed to hold the food and beverage events set forth in the attached program schedule. You will be asked to sign Event Orders confirming menus and other details for each of your events.

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your convention. For your information and guidance, our current menu prices are as follows:

Continental Breakfast:	from \$18.00
Full Breakfast Buffet:	from \$25.00
Plated Lunch:	from \$28.00
Lunch Buffet:	from \$31.00
Plated Dinner:	from \$37.00
Dinner Buffet:	from \$43.00

Upon request, copies of proposed menus will be provided. The menu pricing listed does not include service charge, currently 23% (subject to change). Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your convention. For your budgeting purposes, our average increase in menu pricing is 5% annually. We will guarantee a maximum yearly increase of 5% to the above 2018 average menu pricing.

Until specific menus and prices are established, **Red Lion Hotel on the River** will compute any performance or cancellation damages due using the minimum menu prices above and number of attendees listed in the program schedule.

The Red Lion Hotel on the River is licensed to serve food and beverages. No food or beverages may be brought into the Red Lion Hotel on the River by Clackamas County Sheriff's Office for service at this convention.

Performance and Cancellation Policies

Upon signing of this contract, both you and **Red Lion Hotel on the River** will have entered into a binding commitment. **Red Lion Hotel on the River** is committed to provide and you are committed to use and pay for all of the accommodations and services set forth in this agreement. **Red Lion Hotel on the River** has offered the favorable sleeping room rates and other concessions in this contract based upon the total anticipated revenues for your event. "Anticipated Revenue" includes revenue from the total sleeping room nights reserved on page 1 at the gross rates established herein (less complimentary rooms), food and beverage events at the minimum per person charge, plus service charge as set forth in your program, meeting room rental as agreed and ancillary revenues which the Hotel expects to receive from your attendees, such as telephone tolls, in-room movies, room service, outlet usage and similar charges. In states in which local law requires payment of taxes on damages, anticipated revenue will include tax.

Should you not utilize and pay for all of the commitments of this contract, whether due to reduction in size of your meeting, drop in attendance, change in food and beverage events or cancellation of the entire contract, you agree that the Hotel will suffer damages. Such damages will occur because **Red Lion Hotel on the River** will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The exact amount of such damages will be difficult to determine. Therefore, the parties agree that the following liquidated damage clauses are a reasonable effort by the parties to agree in advance on the amounts that will be paid by you in the event of either lack of performance or cancellation.

Initial: _____ Date: _____

Performance Clause

Prior to your event, from time to time, at our option, we may review the number of requests for room assignments which have been made by your attendees in order to compare your obligations herein with your **Clackamas County Sheriff's Office's** actual likely performance. Should it appear in advance of your meeting that the actual number of attendees will fall below the attendance we expect based upon your room block, the **Red Lion Hotel on the River** reserves the right to assign alternate meeting space commensurate with your reduced space needs as indicated by your attendee's requests for room assignments.

Further, in the event that you do not use all of the sleeping rooms in your block or reduce the number, size or scope of the food and beverage events set forth in your program, you agree to pay liquidated damages to the Hotel based upon the difference between the total revenue anticipated for your event and the revenue actually received as follows:

Sleeping Rooms

Percentage of Total Anticipated Revenue from Sleeping Rooms Actualized by Hotel:	Percentage of Total Anticipated Revenue from Sleeping Rooms to be paid as Liquidated Damages:
Total Anticipated Sleeping Room Revenue	\$165,826.00
80% Minimum Revenue Commitment =	\$132,660.80
80% to 100%	0% \$ -
70% to 79%	10% \$ 16,582.60
60% to 69%	20% \$ 33,165.20
50% to 59%	30% \$ 49,747.80
40% to 49%	40% \$ 66,330.40
30% to 39%	50% \$ 82,913.00
20% to 29%	60% \$ 99,495.60
19% or Less	70% \$ 116,078.20

The Hotel will determine your actualized sleeping room revenue by adding together the room rates received for rooms used within your reserved room block. If you and Hotel agree under the Cut Off Date paragraph that unreserved rooms in your block will be returned to the Hotel to attempt resell, your group rooms will be considered resold to the extent that the Hotel sells more rooms on a night of your event than it could have sold if your block had been filled. Each room resold will be credited to your actualized revenue at the Hotel's average rate for the day.

Cancellation Clause

Clackamas County Sheriff's Office agrees that should it cancel its event for any reason, including changing its meeting site to another Hotel, that **Red Lion Hotel on the River** will suffer damages. The closer in time to the date of your event that a cancellation occurs, the less likely it is that **Red Lion Hotel on the River** will be able to replace any or all of your business with comparable business. Therefore, the parties agree that **Clackamas County Sheriff's Office** will pay as liquidated damages to the **Red Lion Hotel on the River** immediately upon notice of cancellation a percentage of the total revenues anticipated by the **Red Lion Hotel on the River** for your event from sleeping rooms, food and beverage events set forth in your program and ancillary revenues as follows:

Total Anticipated Sleeping Room and Food and Beverage Revenue: \$215,826.00

Initial: _____ Date: _____

Cancellation between date of signing and April 16, 2020: 30%; \$64,747.80

Cancellation between April 17, 2019 and April 16, 2021: 50%; \$107,913.00

Cancellation between April 17, 2021 and date of group arrival: 70%; \$151,078.20

In the event that this meeting is canceled prior to the time that specific sleeping room rates are agreed upon, menu prices are established, or exhibit space rates are established, then our current room rates, current menu prices and current exhibit space rates, as set forth herein, will be used in calculating the **Red Lion Hotel on the River's** anticipated gross revenues. Ancillary revenues will be calculated using the average daily per occupied room ancillary revenue for the same month as the convention from the most recent year available.

Red Lion Hotel on the River will not consider notice of cancellation valid and will not release accommodations held until payment of the liquidated cancellation damages is received, therefore delay in payment may result in higher damages owed.

Shipping, Receiving, Storage

Parcels for events held in the Hotel may be delivered up to three (3) working days prior to the event. The shipment must be addressed to the guest responsible for claiming the parcel at the Hotel. Parcels should be addressed to: Guest's Name, Date of Arrival and Name of Event, (Hotel name and address). The Hotel requires advance notice of the shipment and number of parcels. Parcels should be numbered 1 of 10, 2 of 10, 3 of 10, etc. The Hotel is not responsible for storage of exhibit property or large quantities of parcels.

Parking

Parking is provided for all Hotel guests on a space available basis.

Acts of God

Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the **Red Lion Hotel on the River**, governmental authority, or war in the United States make it illegal or impossible for the Hotel to hold the event.

Americans With Disabilities Act

The **Red Lion Hotel on the River** represents and **Clackamas County Sheriff's Office** acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated thereunder ("ADA"), the **Red Lion Hotel on the River** facilities being rented to **Clackamas County Sheriff's Office** under this Agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

Auxiliary Aids

Clackamas County Sheriff's Office agrees that by **Sunday, March 27, 2022**, it will furnish to the **Red Lion Hotel on the River** a list of any auxiliary aids needed in any meeting room or function space by its attendees. Should such auxiliary aids be required, **Clackamas County Sheriff's Office** shall pay all charges associated with the acquisition, rental or provision of such aids for use in the function space.

When requests for sleeping room assignments are made, please ask your attendees to notify the **Red Lion Hotel on the River** of their auxiliary aid needs, so that we may notify you as to

Initial: _____ Date: _____

the names of businesses with which you may contract to obtain those aids for use in the sleeping rooms.

Compliance with Laws

Clackamas County Sheriff's Office agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. **Clackamas County Sheriff's Office** agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. **Clackamas County Sheriff's Office** represents, warrants and agrees that it is currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

Promotional Considerations

Red Lion Hotel on the River has the right to review and approve any advertisements or promotional materials in connection with **Clackamas County Sheriff's Office** function which specifically reference a name or logo owned by Red Lion Hotels Corporation.

Option Dates

These arrangements are being held on a **first option basis** until **Friday, June 29, 2018**. However, should another organization request the dates and be in a position to confirm immediately, you will be advised and given seven (7) days to confirm on a definite basis or so alternate dates can be researched and held for your use.

By signing and returning the enclosed copy of this contract by **Friday, June 29, 2018**, you will enable us to establish these arrangements on a definite basis.

Please note that it is the responsibility of your organization to notify the **Red Lion Hotel on the River** if you need to extend your option. If written confirmation is not received by the **Red Lion Hotel on the River** by **Friday, June 29, 2018** your hold may be automatically released.

Indemnification

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the **Red Lion Hotel on the River**, COHO, and the Owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of Hotel.

Insurance

You agree to obtain and keep in force, during the term of your occupancy and use of our premises for your event, policies of General Liability insurance, specifically referring to and including the Contractual Liability referred to in the indemnification paragraph above, Premises-Operations, Broad Form Property Damage, and Personal and Injury Liability with limits not less than \$1,000,000.00 per occurrence, and, if applicable, Worker's Compensation insurance to statutory limits, Employer's Liability insurance with limits not less than \$1,000,000.00 per occurrence, and Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits not less than \$1,000,000.00 per occurrence. You agree to include Hotel, COHO and Hotel Owner (JBH Property Acquisitions, LLC) in the General Liability policy as an additional insured thereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least seven (7) days prior to your event copies of certificates of insurance for each policy required by us. All policies of insurance

Initial: _____ Date: _____

will be with insurance companies rated by A. M. Best Company as an A VIII or better or otherwise acceptable to the Hotel.

If you use an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, staging, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as we require of you. Also, their insurance is primary to any similar insurance carried by us. The Hotel, COHO and Hotel Owner must be named as an additional insureds on the vendor's, contractor's or service provider's insurance. The vendor, contractor, or service provider must provide us certificates of insurance seven (7) days prior to the performance of their contract with you.

Arbitration/Dispute Resolution

The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the Hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

Attorney's Fees/Costs

The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs and pre and post judgment interest.

Successors and Assigns

The commitments made by **Clackamas County Sheriff's Office** will be binding on its successors and assigns. In the event that **Clackamas County Sheriff's Office** assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by COHO. In the event such an assignment is contemplated, **Clackamas County Sheriff's Office** agrees to notify COHO at least thirty days in advance of the planned close of the assignment transaction of the entities involved. COHO will thereafter have 20 days in which to notify **Clackamas County Sheriff's Office** if assignment is approved.

Effective Date of Communications/ Signatures sent by Facsimile

The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

Initial: _____ Date: _____

This contract, with exhibits attached hereto (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by **Red Lion Hotel on the River** and **Clackamas County**.

This contract is subject and subordinate to the terms and conditions of the Hotel Agreement Addendum attached here to and incorporated herein.

The undersigned are authorized to sign and enter into this contract.

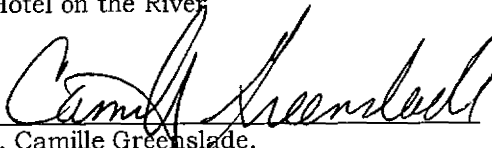
ACCEPTED AND AGREED TO:

Clackamas County Board of
County Commissioners

By: _____
Chair

Date _____

Red Lion Hotel on the River

By: 
Ms. Camille Greenslade,
Director of Sales

Date 1-16-19

By: _____
Ms. Dani Boss
Director of Sales and Marketing

Date _____

EXHIBIT A

RESPONSIBILITY CLAUSE FOR EXHIBITS

The **Clackamas County Sheriff's Office** shall assume responsibility for any claims arising out of the use of the exhibition premises of the **Red Lion Hotel on the River**. In this regard, the **Clackamas County Sheriff's Office** agrees to indemnify and defend the **Red Lion Hotel on the River** and its Owners, agents and employees against any claims or expenses arising out of the use of the exhibition premises.

The **Clackamas County Sheriff's Office** agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the **Clackamas County Sheriff's Office's** indemnity in this Responsibility Clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The **Red Lion Hotel on the River**, its Owners and COHO shall be named as additional insureds on such policy, and **Clackamas County Sheriff's Office** shall supply the **Red Lion Hotel on the River** with Certificates of Insurance at least 30 days prior to the use of the exhibition premises.

In order to protect the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River**, the **Clackamas County Sheriff's Office** agrees to include the following Responsibility Clause in their Exhibitor contract:

- Exhibitor assumes responsibility and agrees to indemnify and defend the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises.

The Exhibitor understands that neither the **Clackamas County Sheriff's Office** nor the **Red Lion Hotel on the River** maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

SCHEDULE OF EVENTS

Date	Start Time	End Time	Description	Room	Setup	Agr
Monday						
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4	Special Setup Instructions	800
4/18/2022	8:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Overton		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Pendleton		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Glisan		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Multnomah		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Clackamas		
4/18/2022	8:00 PM	4:00 AM	24 hour hold	Clark		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Washington		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Hayden		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Timberline		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Flanders		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/18/2022	1:00 PM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
Tuesday						
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/19/2022	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Overton		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Clackamas		

Initial: _____ Date: _____

Clackamas County Sheriff's Office

June 7, 2018

Page 15 of 19

4/19/2022	4:00 AM	4:00 AM	24 hour hold	Clark		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Washington		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
4/19/2022	5:00 PM	8:00 PM	Reception	JB's Lounge		
Wednesday						
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/20/2022	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Overton		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Clark		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Washington		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
4/20/2022	4:00 AM	4:00 AM	24 hour hold	JB's Lounge		

Initial: _____ Date: _____

Clackamas County Sheriff's Office

June 7, 2018

Page 16 of 19

Thursday						
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Overton		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Clark		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Washington		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
Friday						
4/22/2022	4:00 AM	4:00 PM		Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/22/2022	4:00 AM	5:00 PM	Office	White Stag	Office	
4/22/2022	4:00 AM	5:00 PM	Office	Jantzen	Office	
4/22/2022	4:00 AM	3:00 PM	Teardown	Overton		
4/22/2022	4:00 AM	5:00 PM	Storage	Pendleton		
4/22/2022	10:00 AM	12:00 PM	Meeting	Multnomah		
4/22/2022	10:00 AM	12:00 PM	Meeting	Clackamas		
4/22/2022	8:00 AM	5:00 PM	Hospitality	Presidential Suite	Hospitality	
4/22/2022	4:00 AM	12:15 PM		Hayden		
4/22/2022	10:00 AM	12:00 PM	Meeting	Washington		

Initial: _____ Date: _____

4/22/2022	10:00 AM	12:00 PM	Meeting	Clark		
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Meeting Rooms Subject to Change

Meeting agenda must be provided to hotel 6 months prior to the event for space review and release of space not needed.

SECURITY AND DAMAGES: The Hotel assumes no responsibility for loss or damage to materials and/or equipment left in function rooms. It is advised that all equipment be taken out of meeting rooms at the conclusion of event. Your Convention Services Manager can assist you in contracting outside security services at prevailing rates should you need to leave equipment in the banquet rooms.

This Application is for reference only and in no way establishes a line of credit on behalf of Clackamas County, a political subdivision of the State of Oregon.



Arrival Date: April 17, 2022

HOTEL NAME: Red Lion Hotel on the River **TELEPHONE:** _____
ADDRESS: 909 North Hayden Island Drive **FAX:** 503-735-4847
Portland, Oregon 97217

CREDIT APPLICATION

Confidential Information

Name of Company Requesting Clackamas County Sheriff's Office
Direct Billing: _____
Address: 2223 Kaen Rd.,
City: Oregon City Telephone: 503-331-2400
State: OR Zip: 97045
Dun & Bradstreet Number: _____ Rating: _____
Listed in Name of: _____
Group Name: 2022 Child Abuse Summit
Inclusive Booking Dates: April 17, 2022 - April 24, 2022
Group Contact: Detective Erin Schweitzer Telephone: 503-785-5102
Address: Clackamas County Sheriff's Office, 2223 Kaen Road
Fax: 503-655-8549
City: Oregon City State: OR Zip: 97045

DIRECT BILLING HAS BEEN REQUESTED AS INDICATED:

- 1. Guest Room Accounts: _____ All charges for specified guests - provide list
_____ Room and tax only for specified guests - provide list
- 2. Catering _____ All catering/banquet charges
- 3. Miscellaneous: _____ Provide list

BANK REFERENCES:

Bank Name: _____ Contact: _____
Full Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Account #: _____ ABA #: _____

HOTEL REFERENCES (Most Recent History):

Hotel Name: _____ **Dates:** _____
Full Address: _____ **Telephone:** _____
City: _____ **State:** _____ **Zip:** _____
Hotel _____ **Dates:** _____

Initial: _____ **Date:** _____

Name: _____
 Full Address: _____ Telephone: _____
 City: _____ State: _____ Zip: _____
Hotel Name: _____
 Full Address: _____ Telephone: _____
 City: _____ State: _____ Zip: _____

AGREEMENT & RELEASE:

~~I (We) agree if credit is extended, to pay the amount due upon receipt of the first statement. In accordance with the Privacy Act, Freedom of Information Act, the Fair Credit Reporting Act, and any similar federal, state or local statutory or common laws or regulations, I (We) expressly authorize the above named references, any credit reporting agency, any law enforcement agency (federal/state/local) and any person or entity with knowledge of information relevant to this request for credit to release this information to the Hotel (together with its owners, partners, parent, subsidiaries and affiliates, and their officers, directors, agents and employees, "Hotel") and Hotel to request, obtain and use such information as it sees fit. I (We) hereby agree to release, indemnify, defend and hold harmless Hotel and any all other persons or entities, including without limitation those providing information, from any and all liability for losses, claims, injuries, liabilities, and damages of whatever kind or nature, whether known or unknown, including without limitation those based upon defamation, invasion of privacy, and rights of publicity and personality, which may at any time arise or accrue to me (us) or my (our) heirs, successors, parents, subsidiaries, assigns, officers, directors, employees, agents or other persons or entities claiming by or through us, on account of provision of such information or reliance on such information or on other information gathered pursuant thereto and hereto. I (We) hereby authorize this Credit Application and release to be shown and delivered to such persons, with a copy of this Credit Application and release to be as valid as the original.~~

Authorized Signature: _____ Date: _____

DO NOT WRITE BELOW THIS LINE -- FOR OFFICE USE ONLY

Estimated Amount of Charges -- To be completed by Originator

Rooms:	\$ _____	Credit Approved By:	_____
Catering/Banquet:	\$ _____	Date:	_____
Meeting Room	\$ _____	Credit Limit:	\$ _____
Rental:	_____		
Other:	\$ _____	Credit Denied:	_____
Total:	\$ _____	Advance Deposit	\$ _____
Deposit Received:	\$ _____	Required:	_____
Sales Rep:	Camille Greenslade	File #:	SRB-00000004
M & C Rep:	_____		
Catering Rep:	_____		

(Always Attach Copy of Contract)

Initial: _____ Date: _____

HOTEL AGREEMENT ADDENDUM

This Hotel Agreement Addendum supplements and/or modifies the Convention Contract for the 2022 Child Abuse Summit (“Hotel Agreement”) between Clackamas County (“County”) and Red Lion Hotel on the River (“Hotel”). In the event of any conflicts between the terms and conditions of Hotel Agreement and this Addendum, the terms and conditions of this Addendum shall control. The Hotel Agreement and Addendum are collectively referred to as “Agreement.” Unless otherwise provided herein, capitalized terms shall have the meaning prescribed in the Hotel Agreement.

Payment. All payments for services rendered under this Agreement will be subject to the conditions and limitations of ORS 293.462. Fees, of which the actual sums are not expressly approved of prior to execution of this Agreement (Such as percentage based service fees and others not directly tied to services actually rendered), are not agreed to and will not be paid without prior written approval by County. It is understood by the parties that the purpose of this Agreement is to hold rooms for individual guests of the Hotel. It is the obligation of the individual guests of the Hotel to make all required payments, unless specifically authorized by County in the Hotel Agreement. County will only be obligated to make payments under the Hotel Agreement for the Meeting Room Rental, Food and Beverage (not including alcoholic beverages or related service charges), Audio Visual, and other expenses associated with the County function at the Hotel.

County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.

Indemnification/Attorneys’ Fees. County’s responsibility for damages, costs, or to indemnify Hotel shall only be to the extent and limitations of Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) and only from claims arising out of or based upon damage or injuries to persons or property caused solely by the negligent acts of County or its elected officials and employees. County shall not be responsible for damages, costs or to indemnify Hotel from its or its employees or contractor’s acts or omissions.

No attorneys’ fees and costs shall be awarded to either party.

Conduct. County agrees to conduct the scheduled functions in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. County assumes full responsibility for the conduct of and damages or loss caused only by its employees and agents in attendance. County will not be liable for ordinary wear and tear caused by the scheduled function.

Tax Compliance Certification.

Hotel must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Hotel’s warranty in this Contract that Hotel has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract,

at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Hotel, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Hotel's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Hotel represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Hotel has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Hotel, to Hotel's property, operations, receipts, or income, or to Hotel's performance of or compensation for any Work performed by Hotel; (C) Any tax provisions imposed by a political subdivision of this state that applied to Hotel, or to goods, services, or property, whether tangible or intangible, provided by Hotel; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Compliance with Public Contracting Provisions. The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, are incorporated herein by this reference.

Governing Law. This Hotel Agreement shall be construed in accordance with the laws of the State of Oregon. Notwithstanding any language to the contrary, County will not submit itself to mediation, arbitration or any other form of alternative dispute resolution.

Termination for Non-Appropriation of Funds. If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, County may terminate this Agreement without further liability by giving Hotel not less than 120 days' notice.

Cancellation by County. In the event County terminates or cancels this Agreement for any reason(s), except for termination for non-appropriation as outlined in the Termination for Non-Appropriation of Funds paragraph, County agrees to pay liquidated damages amounts set forth below and subject to the limitation of the Payment section above in this Addendum. Any funds paid by County as liquidated damages will be counted as a credit toward the use of the Hotel's facilities for two years from the date of the canceled event. Notwithstanding the foregoing, County shall not be obligated to pay any amount for cancellation of the room and space if Hotel is able to relet the reserved room and space. Hotel shall make all reasonable efforts to cover and relet rooms and spaces formerly reserved to County and cover and reallocate all deliverables reserved for County. Hotel shall provide a description of all such efforts in the Invoice. In no case shall any liquidated damages paid under this Agreement exceed the total sum of estimated charges.

Maximum Liquidated Damages:
Two (2) years to one (1) year from event: 30%
One (1) year from the event: 70%

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of 2023 Convention Contract with Red Lion Hotel on the River to Provide Services for the Sheriff's Office Child Abuse & Family Violence Summit

Purpose/ Outcomes	Approval of the 2023 Convention Contract
Dollar Amount and Fiscal Impact	\$215,826
Funding Source	216 1603 06894 450001
Duration	Execution through April 22, 2023
Previous Board Action	None
Strategic Plan Alignment	
Contact Person	Ryan Brown, x8039

BACKGROUND:

Annually the Sheriff's Office has hosted the Child Abuse & Family Violence Summit that is nationally recognized and attended by over 800 participants from across Oregon and the United States. The Summit occurs at the Red Lion Hotel on the River as it is the only local location that accommodate the size of event for both lodging and event needs. In order to secure the Hotel for the 2023 Summit, it is necessary for the County to enter into the contract at this time.

In accordance with LCRB C-047-0275, Procurement published a notice of intent to award a sole source contract for seven calendar days on the County Procurement website. No protests were received.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached contract.

Respectfully submitted,

Chris Hoy, Undsheriff

Placed on the Agenda of _____ by the Procurement Division

CONVENTION CONTRACT

A satisfied customer is our goal. Admittedly we believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This contract between the **Clackamas County on behalf of its Sheriff's Office** and the **Red Lion Hotel on the River** is intended to be helpful to us both and result in your satisfaction with our performance.

Especially Prepared for:	Clackamas County Sheriff's Office
By:	Camille Greenslade, Director of Sales 909 N Hayden Island Drive Portland, OR 97217 503-978-4553 camille.greenslade@redlionontheriver.com
Contact:	Detective Erin Schweitzer, Detective Clackamas County Sheriff's Office, 2223 Kaen Road Oregon City, OR 97045 503-785-5102 erinsch@co.clackamas.or.us
Function:	2023 Child Abuse Summit
Headquarters Hotel:	Red Lion Hotel on the River
Dates Rooms Reserved:	Sunday, April 16, 2023 through Saturday, April 22, 2023

ROOM ARRIVAL and DEPARTURE PATTERN

Guest Rooms	Sun 04/16	Mon 04/17	Tue 04/18	Wed 04/19	Thu 04/20	Fri 04/21
Guest Rooms	2	199	220	220	210	5
Staff/Courtyard		25	25	25	25	10
King Presidential Suite		1	1	1	1	1
Parlor Suite		2	2	2	2	2
Junior Executive Suite		2	2	2	2	2

TOTAL SLEEPING ROOM NIGHTS RESERVED: **991**

Room Rates	Single Rate	Double Rate	Triple Rate	Quad Rate
Guestrooms	\$181.00	\$181.00	\$181.00	\$181.00
Staff/Courtyard	\$106.00	\$106.00	\$106.00	\$106.00
Presidential Suite		Complimentary		
Parlor Suite		Complimentary		
Junior Executive Suite		Complimentary		

Initial: _____ Date: _____

The rates listed above are at the current published Federal Government per diem at the time of contracting. For your event, the Red Lion Hotel on the River will guarantee the prevailing Federal Government per diem rate in effect on the dates of your meeting, although it will not be allowed to go below the current rate listed above.

The above rates are subject to applicable tax which is currently 13.3% Occupancy Tax and 2.0% TID Assessment per room, per night, and is subject to change without notice.

Concessions

Concessions as listed below are based on the overall value of the business as outlined in the contract. Should GROUP be unable to fulfill the commitment, the Red Lion Hotel on the River reserves the right to reassess concessions commensurate with the actual estimated value:

- Discounted staff room rate of \$106.00 + tax for up to 110 total room nights
- One (1) complimentary Presidential Suite arriving Monday, April 17, 2023 for 5 nights, departing Saturday, April 22, 2023
- Two (2) complimentary Junior Executive Suites arriving Monday, April 17, 2023 for 5 nights, departing Saturday, April 22, 2023
- Two (2) complimentary Parlor Suites arriving Monday, April 17, 2023 for 5 nights departing Saturday, April 22, 2023
- One complimentary room night per every fifty (50) revenue room nights actually utilized by your 2021 Child Abuse Summit attendees
- No early departure fee for 2023 Child Abuse Summit attendees
- Hotel staff to hang Group banners, complimentary
- Hotel to provide ten (10) exhibit tables with linen and draped, complimentary
- Waived patch fees and no additional charges for Group providing audiovisual equipment

Rebate

The **Red Lion Hotel on the River** will pay \$5.00 for each revenue room night actually occupied and paid for by your attendees that was reserved as part of the established group block at the special group rates contained in this agreement to Clackamas County Sheriff's Office, for the purpose of defraying costs. This payment will be made by **Red Lion Hotel on the River** after receipt by the **Red Lion Hotel on the River** of full payment for the event.

Staff Rooms

We are pleased to reserve twenty-five (25) courtyard and/or suites accommodations per night as part of the staff block to be used by your convention staff for the dates of April 17-22, 2023 at the special net rate of \$106.00 plus tax. Suite accommodations are based on availability.

Complimentary Rooms

In consideration of your guest room commitment, we are pleased to extend one (1) complimentary room night per every 50 revenue room nights actually utilized by your **Clackamas County Sheriff's Office**. A Parlor Suite is counted as one room; a Presidential Suite being counted as two rooms. **Clackamas County Sheriff's Office** should provide a list of names in order of preference for complimentary room assignment.

In addition to the above complimentary room policy, the **Red Lion Hotel on the River** is pleased to extend the following complimentary suites:

- One (1) complimentary Presidential Suite arriving Monday, April 17, 2023 for 5 nights, departing Saturday, April 22, 2023

Initial: _____ Date: _____

- Two (2) complimentary Junior Executive Suites arriving Monday, April 17, 2023 for 5 nights, departing Saturday, April 22, 2023
- Two (2) complimentary Parlor Suites arriving Monday, April 17, 2023 for 5 nights departing Saturday, April 22, 2023

Cut Off Date

All the rooms provided for in your room block will be reserved on a definite basis for you upon signing of this contract. In order to assign specific room types to your attendees we ask that all room requests be received by **Sunday, March 26, 2023** twenty one (21) days prior to your major arrival day. After that date, the **Red Lion Hotel on the River** will continue to hold any rooms in your block not assigned to a specific attendee for your group if you pay for them in full at that time. Advance payments will be refunded by the **Red Lion Hotel on the River** after your convention dates if rooms you paid for in advance were later paid for by your attendees. If you prefer, after consultation with you, confirmed in writing, the **Red Lion Hotel on the River** will offer unassigned rooms in your block to other individuals or groups in an effort to reduce damages you may be required to pay pursuant to the Performance Clause of this agreement. If you ask us to attempt to resell the unused rooms in your block, members of your group may still request rooms based on availability. Such rooms will be available at the **Red Lion Hotel on the River's** prevailing rate.

Early Departure Fee

The Hotel's standard early departure fee of \$50.00 is waived for the 2023 Child Abuse Summit.

Check-In/Out Time

Our check-in time is 3:00 p.m., check-out time is 12:00 p.m. All guests arriving before 3:00 p.m. will be accommodated as rooms become available. Our **Guest Services Department** can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Room Assignments

Hotel requires the use of PassKey/GroupMax for guestroom reservations. This booking tool will be set up by your Convention Services Manager and a link emailed to you for your use on any web sites your attendee's may use to register for your event. This process will allow you to monitor in real time all room reservations, the ability to run rooming lists, make changes to existing reservations and so much more. The hotel will provide your group with training on the PassKey/GroupMax program as necessary. Requests for room assignments may also be made by calling the hotel directly at 503-283-4466 and asking for the Child Abuse Summit group rate.

Deposits/Confirmation

In order to confirm a room assignment for your attendees, we will require them to provide a first night's deposit, (refundable up to 72 hours in advance of your convention date; cancellation within 72 hours of arrival date is nonrefundable.) Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay will be charged immediately. The Red Lion Hotel on the River will deduct any collected nonrefundable prepayment fees from the amount you may owe as performance or cancellation damages.

Credit Arrangements

It is our understanding that all individuals who attend your meeting will be responsible for their own room, tax and incidental charges upon check-out.

Initial: _____ Date: _____

Master Accounts

Clackamas County Sheriff's Office currently has credit with **Red Lion Hotel on the River**. Credit applications are valid for one year from the time of signing and will be required to be updated annually. The **Red Lion Hotel on the River** will provide master account billing for charges as indicated incurred during your meeting. The **Red Lion Hotel on the River** reserves the right to request a credit application at any time if your group's credit status changes and may require advance payments or deposits of all or part of your estimated charges if credit is not approved. All charges posted to your master account should be approved in writing by you or your authorized designee. We would like to review this account with you daily to eliminate discrepancies. You agree that the remainder of the master account will be fully paid by company or certified check within 30 days after receipt of the bill. In the event any charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1½% per month until paid.

If you prefer, all master account charges can be paid by credit card. Red Lion Hotel on the River accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa for master account payments. If credit has not been approved for your event, you will provide us with the credit card to which all estimated master account charges will be charged no later than **Sunday, March 26, 2023**. If you receive credit approval, we request that you provide us with your credit card information at departure, and we will charge the account when you advise us of your approval of the master account bill. In the event any charges are disputed, you agree that we may charge the undisputed charges to the account immediately and the remainder will be charged upon resolution.

Should the master account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to its other remedies, **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** agree that the hotel, at its sole option, may elect to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** for additional conventions/meetings to be held in the future, and that in such event, no fees, charges, damages or penalties shall be due from the **Red Lion Hotel on the River** as a result of the cancellation and no claim shall be brought against the **Red Lion Hotel on the River** as a result of the cancellation.

Function Space

We have reserved the attached program of function space according to the requirements as indicated. Based on the sleeping room and food and beverage usage and other anticipated revenues that **Red Lion Hotel on the River** will realize from this event, the function space for your program will be waived with a minimum food and beverage purchase of **\$50,000.00** plus service charge. Should the minimum not be met, the remaining balance will be charged as room rental and will be subject to service charge.

You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover **Red Lion Hotel on the River** cost and additional labor. If equipment is necessary that exceeds **Red Lion Hotel on the River's** inventory, then **Clackamas County Sheriff's Office** agrees to pay for the cost or renting of additional equipment.

Initial: _____ Date: _____

Fire Permits

You agree to any and all expenses associated with obtaining any and all necessary licenses, permits or approvals for your event, including, but not limited to, licensing, Fire Marshall, Health Department, or other permits.

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

Audio Visual

Presentation Services Audio Visual (PSAV) is the preferred company of the Red Lion Hotel on the River providing all audio-visual support for guests and meeting attendees in order to provide the best possible experience for your group. Red Lion Hotel on the River highly recommends the use of PSAV as they are an international company with extensive resources, are experts in the set-up and operation of all equipment, provide competitive pricing and exceptional service. Please reference PSAV's current price list for all equipment or call (503) 286-8297 for a customized proposal. No outside audio visual vendors may be contracted to provide on-site equipment or services during your event without prior approval from the Hotel at least 30 days in advance of your event. The Hotel will require proof of insurance, liability and security waivers as well as compliance with the Audio Visual Service Standards ensuring consistency of product and service. Additional support from PSAV may be required by the Hotel as outlined in the Audio Visual Service Standards at an additional fee and/or the Hotel may impose an additional facilities charge to offset loss of revenue.

Service Charge

The quotations listed do not include service charges, which for your reference are currently 23%. Service charges apply to all food, beverage and room rental charges and are subject to change without notification. You will be charged the prevailing service charge as of the date of your Event. This service charge is not a gratuity and is the property of the Hotel to cover discretionary costs of the Event.

Red Lion Hotel on the River understands the importance of your ability to use the function space held for your event without significant outside noise or other distractions. In the event such problems occur, Hotel upon notification by **Clackamas County Sheriff's Office** will immediately take reasonable steps to prevent such noise or other distractions that are within the Hotel's reasonable control from continuing.

Red Lion Hotel on the River understands that there may be persons or groups attending your convention who may wish to schedule additional meetings over your convention dates. These affiliated persons or entities will be expected to pay for use of function space requested at the **Red Lion Hotel on the River's** published rates.

Banner Hanging

The **Red Lion Hotel on the River** agrees that banners will be hung by hotel staff no later than 11:00AM on Monday, April 17, 2023

Initial: _____ Date: _____

Exhibit Space

- A. Type, Size and Number: TBD
- B. Set-Up Date Monday, April 17, 2023
Hours for Set-Up: 8:00 a.m. – 4:00 a.m.
- C. Tear-Down Date: Friday, April 21, 2023
Hour for complete removal from Hotel: 4:00 p.m.
- D. Exhibit tables will be clothed and draped, provided complimentary by the Hotel.
- E. The Grand Ballroom Foyer/Pre-function Space will be the designated exhibit area.

Hotel Guidelines on Exhibits

- A. Hotel unfortunately does not have storage space for crates.
- B. Uniformed Guards may be required in Exhibit Areas at the expense of the **Clackamas County Sheriff's Office**.
- C. Exhibitors and **Clackamas County Sheriff's Office** shall indemnify and hold harmless Hotel and its servicing agents from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. **Clackamas County Sheriff's Office** hereby agrees to the Indemnity Agreement attached hereto and marked Exhibit A.
- D. **Clackamas County Sheriff's Office** shall be responsible for obtaining any necessary Local Fire Department approvals of Exhibit plans.
- E. Hotel requests that the **Clackamas County Sheriff's Office** submit to Hotel a proof of the Exhibitors Contract before it is sent to the Exhibitors.
- F. You agree to indemnify us for any damage caused to any Hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

Outside Contractors

Should you elect to utilize outside contractors or subcontractors on the Hotel premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify the Hotel of your intention to use such providers at least thirty days in advance of your event. All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises.

Security

If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.

Initial: _____ Date: _____

Banquet Services

You have agreed to hold the food and beverage events set forth in the attached program schedule. You will be asked to sign Event Orders confirming menus and other details for each of your events.

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your convention. For your information and guidance, our current menu prices are as follows:

Continental Breakfast:	from \$18.00
Full Breakfast Buffet:	from \$25.00
Plated Lunch:	from \$28.00
Lunch Buffet:	from \$31.00
Plated Dinner:	from \$37.00
Dinner Buffet:	from \$43.00

Upon request, copies of proposed menus will be provided. The menu pricing listed does not include service charge, currently 23% (subject to change). Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your convention. For your budgeting purposes, our average increase in menu pricing is 5% annually. We will guarantee a maximum yearly increase of 5% to the above 2018 average menu pricing.

Until specific menus and prices are established, **Red Lion Hotel on the River** will compute any performance or cancellation damages due using the minimum menu prices above and number of attendees listed in the program schedule.

The Red Lion Hotel on the River is licensed to serve food and beverages. No food or beverages may be brought into the Red Lion Hotel on the River by Clackamas County Sheriff's Office for service at this convention.

Performance and Cancellation Policies

Upon signing of this contract, both you and **Red Lion Hotel on the River** will have entered into a binding commitment. **Red Lion Hotel on the River** is committed to provide and you are committed to use and pay for all of the accommodations and services set forth in this agreement. **Red Lion Hotel on the River** has offered the favorable sleeping room rates and other concessions in this contract based upon the total anticipated revenues for your event. "Anticipated Revenue" includes revenue from the total sleeping room nights reserved on page 1 at the gross rates established herein (less complimentary rooms), food and beverage events at the minimum per person charge, plus service charge as set forth in your program, meeting room rental as agreed and ancillary revenues which the Hotel expects to receive from your attendees, such as telephone tolls, in-room movies, room service, outlet usage and similar charges. In states in which local law requires payment of taxes on damages, anticipated revenue will include tax.

Should you not utilize and pay for all of the commitments of this contract, whether due to reduction in size of your meeting, drop in attendance, change in food and beverage events or cancellation of the entire contract, you agree that the Hotel will suffer damages. Such damages will occur because **Red Lion Hotel on the River** will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The exact amount of such damages will be difficult to determine. Therefore, the parties agree that the following liquidated damage clauses are a reasonable effort by the parties to agree in advance on the amounts that will be paid by you in the event of either lack of performance or cancellation.

Initial: _____ Date: _____

Performance Clause

Prior to your event, from time to time, at our option, we may review the number of requests for room assignments which have been made by your attendees in order to compare your obligations herein with your **Clackamas County Sheriff's Office's** actual likely performance. Should it appear in advance of your meeting that the actual number of attendees will fall below the attendance we expect based upon your room block, the **Red Lion Hotel on the River** reserves the right to assign alternate meeting space commensurate with your reduced space needs as indicated by your attendee's requests for room assignments.

Further, in the event that you do not use all of the sleeping rooms in your block or reduce the number, size or scope of the food and beverage events set forth in your program, you agree to pay liquidated damages to the Hotel based upon the difference between the total revenue anticipated for your event and the revenue actually received as follows:

Sleeping Rooms

Percentage of Total Anticipated Revenue from Sleeping Rooms Actualized by Hotel:	Percentage of Total Anticipated Revenue from Sleeping Rooms to be paid as Liquidated Damages:
--	---

Total Anticipated Sleeping Room Revenue	\$165,826.00
80% Minimum Revenue Commitment =	\$132,660.80
80% to 100%	0% \$ -
70% to 79%	10% \$ 16,582.60
60% to 69%	20% \$ 33,165.20
50% to 59%	30% \$ 49,747.80
40% to 49%	40% \$ 66,330.40
30% to 39%	50% \$ 82,913.00
20% to 29%	60% \$ 99,495.60
19% or Less	70% \$ 116,078.20

The Hotel will determine your actualized sleeping room revenue by adding together the room rates received for rooms used within your reserved room block. If you and Hotel agree under the Cut Off Date paragraph that unreserved rooms in your block will be returned to the Hotel to attempt resell, your group rooms will be considered resold to the extent that the Hotel sells more rooms on a night of your event than it could have sold if your block had been filled. Each room resold will be credited to your actualized revenue at the Hotel's average rate for the day.

Cancellation Clause

Clackamas County Sheriff's Office agrees that should it cancel its event for any reason, including changing its meeting site to another Hotel, that **Red Lion Hotel on the River** will suffer damages. The closer in time to the date of your event that a cancellation occurs, the less likely it is that **Red Lion Hotel on the River** will be able to replace any or all of your business with comparable business. Therefore, the parties agree that **Clackamas County Sheriff's Office** will pay as liquidated damages to the **Red Lion Hotel on the River** immediately upon notice of cancellation a percentage of the total revenues anticipated by the **Red Lion Hotel on the River** for your event from sleeping rooms, food and beverage events set forth in your program and ancillary revenues as follows:

Total Anticipated Sleeping Room and Food and Beverage Revenue: \$215,826.00

Initial: _____ Date: _____

Cancellation between date of signing and April 15, 2021: 30%; \$64,747.80

Cancellation between April 16, 2021 and April 15, 2022: 50%; \$107,913.00

Cancellation between April 16, 2022 and date of group arrival: 70%; \$151,078.20

In the event that this meeting is canceled prior to the time that specific sleeping room rates are agreed upon, menu prices are established, or exhibit space rates are established, then our current room rates, current menu prices and current exhibit space rates, as set forth herein, will be used in calculating the **Red Lion Hotel on the River's** anticipated gross revenues. Ancillary revenues will be calculated using the average daily per occupied room ancillary revenue for the same month as the convention from the most recent year available.

Red Lion Hotel on the River will not consider notice of cancellation valid and will not release accommodations held until payment of the liquidated cancellation damages is received, therefore delay in payment may result in higher damages owed.

Shipping, Receiving, Storage

Parcels for events held in the Hotel may be delivered up to three (3) working days prior to the event. The shipment must be addressed to the guest responsible for claiming the parcel at the Hotel. Parcels should be addressed to: Guest's Name, Date of Arrival and Name of Event, (Hotel name and address). The Hotel requires advance notice of the shipment and number of parcels. Parcels should be numbered 1 of 10, 2 of 10, 3 of 10, etc. The Hotel is not responsible for storage of exhibit property or large quantities of parcels.

Parking

Parking is provided for all Hotel guests on a space available basis.

Acts of God

Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the **Red Lion Hotel on the River**, governmental authority, or war in the United States make it illegal or impossible for the Hotel to hold the event.

Americans With Disabilities Act

The **Red Lion Hotel on the River** represents and **Clackamas County Sheriff's Office** acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated thereunder ("ADA"), the **Red Lion Hotel on the River** facilities being rented to **Clackamas County Sheriff's Office** under this Agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

Auxiliary Aids

Clackamas County Sheriff's Office agrees that by **Sunday, March 28, 2021**, it will furnish to the **Red Lion Hotel on the River** a list of any auxiliary aids needed in any meeting room or function space by its attendees. Should such auxiliary aids be required, **Clackamas County Sheriff's Office** shall pay all charges associated with the acquisition, rental or provision of such aids for use in the function space.

When requests for sleeping room assignments are made, please ask your attendees to notify the **Red Lion Hotel on the River** of their auxiliary aid needs, so that we may notify you as to

Initial: _____ Date: _____

the names of businesses with which you may contract to obtain those aids for use in the sleeping rooms.

Compliance with Laws

Clackamas County Sheriff's Office agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. **Clackamas County Sheriff's Office** agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. **Clackamas County Sheriff's Office** represents, warrants and agrees that it is currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

Promotional Considerations

Red Lion Hotel on the River has the right to review and approve any advertisements or promotional materials in connection with **Clackamas County Sheriff's Office** function which specifically reference a name or logo owned by Red Lion Hotels Corporation.

Option Dates

These arrangements are being held on a **first option basis** until **Friday, June 29, 2018**. However, should another organization request the dates and be in a position to confirm immediately, you will be advised and given seven (7) days to confirm on a definite basis or so alternate dates can be researched and held for your use.

By signing and returning the enclosed copy of this contract by **Friday, June 29, 2018**, you will enable us to establish these arrangements on a definite basis.

Please note that it is the responsibility of your organization to notify the **Red Lion Hotel on the River** if you need to extend your option. If written confirmation is not received by the **Red Lion Hotel on the River** by **Friday, June 29, 2018** your hold may be automatically released.

Indemnification

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the **Red Lion Hotel on the River**, COHO, and the Owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of Hotel.

Insurance

You agree to obtain and keep in force, during the term of your occupancy and use of our premises for your event, policies of General Liability insurance, specifically referring to and including the Contractual Liability referred to in the indemnification paragraph above, Premises-Operations, Broad Form Property Damage, and Personal and Injury Liability with limits not less than \$1,000,000.00 per occurrence, and, if applicable, Worker's Compensation insurance to statutory limits, Employer's Liability insurance with limits not less than \$1,000,000.00 per occurrence, and Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits not less than \$1,000,000.00 per occurrence. You agree to include Hotel, COHO and Hotel Owner (JBH Property Acquisitions, LLC) in the General Liability policy as an additional insured thereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least seven (7) days prior to your event copies of certificates of insurance for each policy required by us. All policies of insurance

Initial: _____ Date: _____

will be with insurance companies rated by A. M. Best Company as an A VIII or better or otherwise acceptable to the Hotel.

If you use an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, staging, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as we require of you. Also, their insurance is primary to any similar insurance carried by us. The Hotel, COHO and Hotel Owner must be named as an additional insureds on the vendor's, contractor's or service provider's insurance. The vendor, contractor, or service provider must provide us certificates of insurance seven (7) days prior to the performance of their contract with you.

Arbitration/Dispute Resolution

The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the Hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

Attorney's Fees/Costs

The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs and pre and post judgment interest.

Successors and Assigns

The commitments made by **Clackamas County Sheriff's Office** will be binding on its successors and assigns. In the event that **Clackamas County Sheriff's Office** assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by COHO. In the event such an assignment is contemplated, **Clackamas County Sheriff's Office** agrees to notify COHO at least thirty days in advance of the planned close of the assignment transaction of the entities involved. COHO will thereafter have 20 days in which to notify **Clackamas County Sheriff's Office** if assignment is approved.

Effective Date of Communications/ Signatures sent by Facsimile

The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

Initial: _____ Date: _____

This contract, with exhibits attached hereto (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by **Red Lion Hotel on the River** and **Clackamas County**.

This contract is subject and subordinate to the terms and conditions of the Hotel Agreement Addendum attached here to and incorporated herein.


ACCEPTED AND AGREED TO:

Clackamas County Board of
County Commissioners

By: _____
Chair

Date _____

Red Lion Hotel on the River

By: 
Ms. Camille Greenslade,
Director of Sales

Date 6/6/19

By: _____
Ms. Dani Boss
Director of Sales and Marketing

Date _____

EXHIBIT A

RESPONSIBILITY CLAUSE FOR EXHIBITS

The **Clackamas County Sheriff's Office** shall assume responsibility for any claims arising out of the use of the exhibition premises of the **Red Lion Hotel on the River**. In this regard, the **Clackamas County Sheriff's Office** agrees to indemnify and defend the **Red Lion Hotel on the River** and its Owners, agents and employees against any claims or expenses arising out of the use of the exhibition premises.

The **Clackamas County Sheriff's Office** agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the **Clackamas County Sheriff's Office's** indemnity in this Responsibility Clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The **Red Lion Hotel on the River**, its Owners and COHO shall be named as additional insureds on such policy, and **Clackamas County Sheriff's Office** shall supply the **Red Lion Hotel on the River** with Certificates of Insurance at least 30 days prior to the use of the exhibition premises.

In order to protect the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River**, the **Clackamas County Sheriff's Office** agrees to include the following Responsibility Clause in their Exhibitor contract:

Exhibitor assumes responsibility and agrees to indemnify and defend the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises.

The Exhibitor understands that neither the **Clackamas County Sheriff's Office** nor the **Red Lion Hotel on the River** maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

SCHEDULE OF EVENTS

Date	Start Time	End Time	Description	Room	Setup	Agr
Monday						
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4	Special Setup Instructions	800
4/17/2023	8:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Overton		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Pendleton		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Glisan		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Multnomah		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Clackamas		
4/17/2023	8:00 PM	4:00 AM	24 hour hold	Clark		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Washington		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Hayden		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Timberline		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Flanders		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/17/2023	1:00 PM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
Tuesday						
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/18/2023	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Overton		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Multnomah		

Initial: _____ Date: _____

Clackamas County Sheriff's Office

June 7, 2018

Page 15 of 19

4/18/2023	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Clark		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Washington		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
4/18/2023	5:00 PM	8:00 PM	Reception	JB's Lounge		
Wednesday						
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/19/2023	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Overton		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Clark		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Washington		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	

Initial: _____ Date: _____

Clackamas County Sheriff's Office

June 7, 2018

Page 16 of 19

Thursday						
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Overton		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Clark		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Washington		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
Friday						
4/21/2023	4:00 AM	4:00 PM		Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/21/2023	4:00 AM	5:00 PM	Office	White Stag	Office	
4/21/2023	4:00 AM	5:00 PM	Office	Jantzen	Office	
4/21/2023	4:00 AM	3:00 PM	Teardown	Overton		
4/21/2023	4:00 AM	5:00 PM	Storage	Pendleton		
4/21/2023	10:00 AM	12:00 PM	Meeting	Multnomah		
4/21/2023	10:00 AM	12:00 PM	Meeting	Clackamas		
4/21/2023	8:00 AM	5:00 PM	Hospitality	Presidential Suite	Hospitality	
4/21/2023	4:00 AM	12:15 PM		Hayden		
4/21/2023	10:00 AM	12:00 PM	Meeting	Washington		
4/21/2023	10:00 AM	12:00 PM	Meeting	Clark		

Initial: _____ Date: _____

Meeting Rooms Subject to Change

Meeting agenda must be provided to hotel 6 months prior to the event for space review and release of space not needed.

SECURITY AND DAMAGES: The Hotel assumes no responsibility for loss or damage to materials and/or equipment left in function rooms. It is advised that all equipment be taken out of meeting rooms at the conclusion of event. Your Convention Services Manager can assist you in contracting outside security services at prevailing rates should you need to leave equipment in the banquet rooms.

This Application is for reference only and in no way establishes a line of credit on behalf of Clackamas County, a political subdivision of the State of Oregon.



Arrival Date: April 18, 2021

HOTEL NAME: Red Lion Hotel on the River **TELEPHONE:** _____
ADDRESS: 909 North Hayden Island Drive **FAX:** 503-735-4847
Portland, Oregon 97217

~~CREDIT APPLICATION~~

Confidential Information

Name of Company Requesting Clackamas County Sheriff's Office
Direct Billing: _____
Address: 2223 Kaen Rd., Telephone: 503-331-2400
City: Oregon City State: OR Zip: 97045
Dun & Bradstreet Number: _____ Rating: _____
Listed in Name of: _____
Group Name: 2021 Child Abuse Summit
Inclusive Booking Dates: April 18, 2021 - April 25, 2021
Group Contact: Detective Erin Schweitzer Telephone: 503-785-5102
Address: Clackamas County Sheriff's Office, 2223 Kaen Road
Fax: 503-655-8549
City: Oregon City State: OR Zip: 97045

DIRECT BILLING HAS BEEN REQUESTED AS INDICATED:

- 1. Guest Room Accounts: _____ All charges for specified guests - provide list
_____ Room and tax only for specified guests - provide list
- 2. Catering _____ All catering/banquet charges
- 3. Miscellaneous: _____ Provide list

BANK REFERENCES:

Bank Name: _____ Contact: _____
Full Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Account #: _____ ABA #: _____

HOTEL REFERENCES (Most Recent History):

Hotel Name: _____ **Dates:** _____
Full Address: _____ **Telephone:** _____
City: _____ **State:** _____ **Zip:** _____
Hotel Name: _____ **Dates:** _____
Full Address: _____ **Telephone:** _____

Initial: _____ **Date:** _____

Address: _____
 City: _____ State: _____ Zip: _____
Hotel
Name: _____ Dates: _____
 Full _____ Telephone: _____
 Address: _____
 City: _____ State: _____ Zip: _____

AGREEMENT & RELEASE:

~~I (We) agree if credit is extended, to pay the amount due upon receipt of the first statement. In accordance with the Privacy Act, Freedom of Information Act, the Fair Credit Reporting Act, and any similar federal, state or local statutory or common laws or regulations, I (We) expressly authorize the above named references, any credit reporting agency, any law enforcement agency (federal/state/local) and any person or entity with knowledge of information relevant to this request for credit to release this information to the Hotel (together with its owners, partners, parent, subsidiaries and affiliates, and their officers, directors, agents and employees, "Hotel") and Hotel to request, obtain and use such information as it sees fit. I (We) hereby agree to release, indemnify, defend and hold harmless Hotel and any all other persons or entities, including without limitation those providing information, from any and all liability for losses, claims, injuries, liabilities, and damages of whatever kind or nature, whether known or unknown, including without limitation those based upon defamation, invasion of privacy, and rights of publicity and personality, which may at any time arise or accrue to me (us) or my (our) heirs, successors, parents, subsidiaries, assigns, officers, directors, employees, agents or other persons or entities claiming by or through us, on account of provision of such information or reliance on such information or on other information gathered pursuant thereto and hereto. I (We) hereby authorize this Credit Application and release to be shown and delivered to such persons, with a copy of this Credit Application and release to be as valid as the original.~~

Authorized Signature: _____ Date: _____

DO NOT WRITE BELOW THIS LINE -- FOR OFFICE USE ONLY

Estimated Amount of Charges -- To be completed by Originator

Rooms:	\$ _____	Credit Approved By:	_____
Catering/Banquet:	\$ _____	Date:	_____
Meeting Room	\$ _____	Credit Limit:	\$ _____
Rental:	_____	Credit Denied:	_____
Other:	\$ _____	Advance Deposit	\$ _____
Total:	\$ _____	Required:	_____
Deposit Received:	\$ _____	File #:	SRB-00000004
Sales Rep:	Camille Greenslade		
M & C Rep:	_____		
Catering Rep:	_____		

(Always Attach Copy of Contract)

Initial: _____ Date: _____

HOTEL AGREEMENT ADDENDUM

This Hotel Agreement Addendum supplements and/or modifies the Convention Contract for the 2023 Child Abuse Summit (“Hotel Agreement”) between Clackamas County (“County”) and Red Lion Hotel on the River (“Hotel”). In the event of any conflicts between the terms and conditions of Hotel Agreement and this Addendum, the terms and conditions of this Addendum shall control. The Hotel Agreement and Addendum are collectively referred to as “Agreement.” Unless otherwise provided herein, capitalized terms shall have the meaning prescribed in the Hotel Agreement.

Payment. All payments for services rendered under this Agreement will be subject to the conditions and limitations of ORS 293.462. Fees, of which the actual sums are not expressly approved of prior to execution of this Agreement (Such as percentage based service fees and others not directly tied to services actually rendered), are not agreed to and will not be paid without prior written approval by County. It is understood by the parties that the purpose of this Agreement is to hold rooms for individual guests of the Hotel. It is the obligation of the individual guests of the Hotel to make all required payments, unless specifically authorized by County in the Hotel Agreement. County will only be obligated to make payments under the Hotel Agreement for the Meeting Room Rental, Food and Beverage (not including alcoholic beverages or related service charges), Audio Visual, and other expenses associated with the County function at the Hotel.

County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.

Indemnification/Attorneys’ Fees. County’s responsibility for damages, costs, or to indemnify Hotel shall only be to the extent and limitations of Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) and only from claims arising out of or based upon damage or injuries to persons or property caused solely by the negligent acts of County or its elected officials and employees. County shall not be responsible for damages, costs or to indemnify Hotel from its or its employees or contractor’s acts or omissions.

No attorneys’ fees and costs shall be awarded to either party.

Conduct. County agrees to conduct the scheduled functions in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. County assumes full responsibility for the conduct of and damages or loss caused only by its employees and agents in attendance. County will not be liable for ordinary wear and tear caused by the scheduled function.

Tax Compliance Certification.

Hotel must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Hotel’s warranty in this Contract that Hotel has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract,

at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Hotel, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Hotel's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Hotel represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Hotel has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Hotel, to Hotel's property, operations, receipts, or income, or to Hotel's performance of or compensation for any Work performed by Hotel; (C) Any tax provisions imposed by a political subdivision of this state that applied to Hotel, or to goods, services, or property, whether tangible or intangible, provided by Hotel; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Compliance with Public Contracting Provisions. The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, are incorporated herein by this reference.

Governing Law. This Hotel Agreement shall be construed in accordance with the laws of the State of Oregon. Notwithstanding any language to the contrary, County will not submit itself to mediation, arbitration or any other form of alternative dispute resolution.

Termination for Non-Appropriation of Funds. If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, County may terminate this Agreement without further liability by giving Hotel not less than 120 days' notice.

Cancellation by County. In the event County terminates or cancels this Agreement for any reason(s), except for termination for non-appropriation as outlined in the Termination for Non-Appropriation of Funds paragraph, County agrees to pay liquidated damages amounts set forth below and subject to the limitation of the Payment section above in this Addendum. Any funds paid by County as liquidated damages will be counted as a credit toward the use of the Hotel's facilities for two years from the date of the canceled event. Notwithstanding the foregoing, County shall not be obligated to pay any amount for cancellation of the room and space if Hotel is able to relet the reserved room and space. Hotel shall make all reasonable efforts to cover and relet rooms and spaces formerly reserved to County and cover and reallocate all deliverables reserved for County. Hotel shall provide a description of all such efforts in the Invoice. In no case shall any liquidated damages paid under this Agreement exceed the total sum of estimated charges.

Maximum Liquidated Damages:
Two (2) years to one (1) year from event: 30%
One (1) year from the event: 70%

Reassignment of Space. If for any reason the space reserved is not available for County's event, County agrees that Hotel may, upon receipt of written consent by County, substitute the space with another of reasonably comparable quality and which will meet all of the requirements for which County intended to use the original space. If no such space can be made available by Hotel, County may, in its discretion, either agree to a comparably inferior space for which County will receive an equitably appropriate price discount or terminate this Hotel Agreement without recourse or penalty.

Insurance. County maintains commercial general liability in accordance with Oregon Law for the negligent acts or omissions of its elected officials and employees.

Counterparts. This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

County initials: _____

Date: _____

Hotel initials: *CL*

Date: 1-16-19