

LANCASTER COUNTY CLERK

County-City Building | 555 South 10th Street | Lincoln, NE 68508-2803

402-441-7484 | Fax 402-441-8728

DAN NOLTE
Clerk

March 26, 2018

Andy Stebbing
County Treasurer's Office

RE: Claim(s) to be reviewed by the Lancaster County Board of Commissioners

The Lancaster County Board of Commissioners will be reviewing the following claim(s) on Thursday, March 29 2018, during the County Board Staff Meeting in Room 113, on the first floor of the County-City Building:

A. Voucher 604041 on batch 225462 to Cornhusker, Marriott Hotel, dated March 9, 2018 in the total amount of \$3,533.58. This claim is over the amount requiring a contract.

Any additional documentation to support your claim may be submitted to the County Clerk's Office or if you wish to appear and/or provide additional clarification regarding this claim(s) on March 29 2018, please contact Kerry Eagan, Chief Administrative Officer, so he can schedule a specific time.

Sincerely,


Dan Nolte
County Clerk's Office

email: Kerry Eagan, County Board Office
Jen Holloway, County Attorney's Office
Minette Genuchi, County Commissioner's Office
Candace Meredith, County Treasurer's Office

Batch Report

Batch Number	Batch Date	G/L Date	Address Number	Alpha Name		
Document Number		Object Account	P.O. Number	Invoice Number	Explanation - Remark	Amount
225462	3/9/2018	3/9/2018	5462		Cornhusker, Marriott Hotel	
					333 South 13th Street	
					Lincoln	
					NE 68508	
604041		6030.64295	9862		Tax Sale Rental	3,533.58
					VENDOR TOTAL	<u>3,533.58</u>

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE MATERIAL, AND/OR SERVICE HAS BEEN RECEIVED AND/OR PERFORMED AND FUNDS HAVE BEEN APPROPRIATED FOR SAID PURPOSE

By Candace Meredith



MARRIOTT
THE LINCOLN
CORNHUSKER

LANCASTER COUNTY TREASURER
ATTN CANDACE MEREDITH
555 SOUTH 10TH STREET
LINCOLN NE 68508

Remit To: **The Cornhusker Marriott**
333 South 13th Street
Lincoln, NE 68508
Jennifer Adkins - ACCOUNTS RECEIVABLE
Phone: 402.479.8224
Email: jadkins@thecornhusker.com

INVOICE: 9862
DATE: 3/7/2018

MASTER SUMMARY

TOTAL ROOM RENTAL	\$ 2,791.48
LESS TAX ADJUSTMENT	\$ (46.48)
TOTAL AUDIO AND VISUAL	\$ 819.66
LESS TAX ADJUSTMENT	\$ (31.08)
<u>BALANCE DUE</u>	<u>\$ 3,533.58</u>



The Cornhusker Hotel
 333 S 13th St
 Lincoln, NE 68508
 Tel: 402-479-8204

Currency: USD

Page 1 of 3

Daily Rental Order # 3343-3759

Lancaster County Treasurer
Attn: Andy Stebbing
555 S 10th St
Lincoln, NE 68508

Contact Name: Andy Stebbing
 Contact Phone: 4024417425
 Email: astebbing@lancaster.ne.gov
 DRO No: 3343-3759

DRO Date: **03/05/2018**
 Show Name: **Lancaster Country Treasurer**
MAR2018
 Show Location: **The Cornhusker Hotel**
333 S 13th St
Lincoln, NE 68508

Hotel CS Manager: Abby Worster

Conveyance Method: Pickup
 Billing Method: Master

	Gross	Complimentary	Ext. Price
Equipment Rental	\$249.00	\$20.00	\$229.00
HSIA Services	\$360.00		\$360.00
Setup Charges	\$70.00		\$70.00
Subtotal	\$679.00	\$20.00	\$659.00
Service Charge*			\$129.58
Tax			\$31.08
Total			\$819.66

*Service Charges are NOT gratuities and are not paid in whole or in part to employees of PSAV or employees of any other party.

PSAV
 Prepared For: Lancaster County Treasurer
 DRO No: 3343-3759
 Total: \$819.66

Grand Ballroom - Auction (03/05/2018 7:30AM - 1:30PM)
Job# 3343-3997

Equipment And Sales

Qty	Item Description	Rate	Ext. Price	Discount Amt	Discount %	Subtotal
<i>Video</i>						
1	Safelock Stand <i>Lancaster County Treasurer providing laptop and projector</i>	\$20.00	\$20.00			\$20.00
Video Subtotal						\$0.00
<i>Audio</i>						
1	Wired Handheld Microphone <i>wired lectern microphone</i>	\$42.00	\$42.00			\$42.00
1	UHF Wireless Mic Receiver <i>wireless handheld</i>	\$140.00	\$140.00			\$140.00
1	5 Channel Mixer (4 Mic 1 Line)	\$47.00	\$47.00			\$47.00
Audio Subtotal						\$229.00
<i>High Speed Internet Access</i>						
3	Wired Internet Connection <i>three hard wired Ethernet connections: one in DEF an two in ABC</i>	\$120.00	\$360.00			\$360.00
High Speed Internet Access Subtotal						\$360.00
Equipment And Sales Subtotal						\$589.00

Labor

Qty	Item Description	Rate	OT Rate	DT Rate	Days	Reg Hrs	OT Hrs	DT Hrs	Subtotal
Monday, March 05, 2018									
1	Technician To Set/Strike	\$70.00				1.00			\$70.00
Grand Ballroom - Auction (03/05/2018 7:30AM - 1:30PM) Subtotal:									\$659.00

PSAV
Prepared For: Lancaster County Treasurer
DRO No: 3343-3759
Total: \$819.68

	Gross	Complimentary	Ext. Price
Subtotal	\$679.00	\$20.00	\$659.00
Service Charge*			\$129.58
Tax			\$31.08
Total			\$819.66

*Service Charges are NOT gratuities and are not paid in whole or in part to employees of PSAV or employees of any other party.

Thank you for your business.

Approved By: _____

Printed On: 03/05/2018 04:04 PM

Prepared By: Darrin Meyer

Prepared For: Lancaster County Treasurer (Andy Stebbing)

Signed Acceptance must be received prior to delivery of equipment to Customer/show site.

Signature as Acceptance of the Proposal and Terms

Date of Acceptance

The Lincoln Marriott Cornhusker Hotel

(402) 474-7474

Check #: 413081
Print #: 1
Status: Posted
Business Type: Local
Function Space: MULTIPLE
Event Manager: Abby Worster

Lancaster County Treasurer
555 South 10th
Lincoln, NE 68508
(402) 441-7425

Page #: 1
Folio #: 9862
Bill Method: Direct Bill
Event Order #: 633468

Contact: Andy Stebbing
Monday, March 05, 2018

Quantity	Item	Unit Price	Total Price
Room Rental			
Auction, Grand Ballroom			
1	Grand Ballroom	\$2,250.00	\$2,250.00
Subtotal Room Rental			\$2,250.00
Misc Service Charge 22%			\$495.00
F&B Tax 7.39%			\$36.58
Food Occ Tax 2%			\$9.90
Grand Total:			\$2,791.48

Signature: _____

GUEST COPY

Items are subject to a 22% taxable service charge, 2% taxable arena fee, and 7.39% sales tax. Sales tax and service charge are subject to change.



DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between: The Lincoln Marriott Cornhusker Hotel, 333 S 13th Street, Lincoln, NE, 68508-2516, (402) 474-7474 and Lancaster County Treasurer and outlines specific conditions and services to be provided.

ORGANIZATION: Lancaster County Treasurer

CONTACT: Name: Andy Stebbing
 Job Title: Lancaster County Treasurer
 Street Address: 555 South 10th
 City, State/Province: Lincoln, NE
 Postal Code: 68508
 Phone Number: (402) 441-7425
 E-mail Address: astebbing@lancaster.ne.gov

NAME OF EVENT: Lancaster Country Treasurer

REFERENCE #: M-61YYXY4

OFFICIAL PROGRAM DATE: Monday, 03/05/2018

ANTICIPATED ATTENDANCE: 700

NO ROOM TRANSFER BY GUEST

Lancaster County Treasurer agrees that neither Lancaster County Treasurer nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Lancaster County Treasurer reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Lancaster County Treasurer, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental
03/05/2018	Mon	5:00 AM	7:00 AM	Set Up	Theatre	700	\$2,250.00
03/05/2018	Mon	6:30 AM	1:00 PM	Registration	Registration	700	
03/05/2018	Mon	7:30 AM	1:30 PM	Special	Theatre	700	

All meeting room, food and beverage, and related services are subject to applicable service charge (currently 22%) in effect on the date(s) of the event.

DAMAGE TO FUNCTION SPACE

Lancaster County Treasurer agrees to pay for any damage to the function space that occurs while Lancaster County Treasurer is using it. Lancaster County Treasurer will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Lancaster County Treasurer and its attendees.

EVENT MANAGEMENT

An Event Manager will be coordinating all of the details pertinent to your function activities and room block. These details will include specific food and beverage arrangements, program revisions, room set-ups, rooming lists, and relevant billing instructions. Please be advised that no food or beverage of any kind may be brought into the hotel by or on the behalf of the guest, or any of the customer's guests or attendees.

PARKING

The City of Lincoln owns and manages two adjacent covered parking garages. Current parking charges are free the first

hour and then \$1.25 an hour up to \$11.25 for overnight parking (garage pricing and hours of operation are subject to change). Valet parking can be provided at \$17.00 per day (prices subject to change). The daily valet charge can be added to the guestroom charges and paid upon check out by cash or credit card. Garage pricing is subject to increases during city special events.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

CANCELLATION POLICY

The group agrees that should either party cancel this event for any reason, including cancellation of function space or sleeping rooms, that the non-canceling party will suffer damages. Therefore, the parties agree that the canceling party will pay as liquidated damages to the non-canceling party immediately upon notice of cancellation based upon the calculation below:

- Any time after confirmation up to six months prior to scheduled group arrival, a cancellation payment of 25% of the group's total anticipated revenue would apply.
- Six months out and up to 60 days prior to scheduled group arrivals, a cancellation payment of 50% of the group's total anticipated revenue would apply.
- Sixty days out and up to the group's arrival day, a cancellation payment of 80% of the group's total anticipated revenue would apply.

Both parties agree that after receipt of such amounts it will not seek additional damages.

SPECIAL CONCESSION

In consideration of the functions identified on the Function Information Agenda/Event Agenda, and the commitments, The Lincoln Marriott Cornhusker Hotel will provide Group with the following special concession:

1. The Lincoln Marriott Cornhusker Hotel would like to offer complimentary Wi-Fi in the event space for the group.
2. After 02/18/18 if the Ballroom is empty The Lincoln Marriott Cornhusker Hotel will allow the Group to set up Sunday afternoon (03/04/18) with no additional charge.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Lancaster County Treasurer agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Lancaster County Treasurer will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

Lancaster County Treasurer understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section does not apply to customers that are not part of the U.S. federal government. This section describes the Hotel's obligations as a federal contractor.

Hotel shall comply with all applicable laws, statutes, rules, ordinances, codes, orders, and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Hotel (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity national origin, protected veteran status or disability.**

Hotel also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Hotel shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Lancaster County Treasurer's needs. If such special setups or extraordinary formats are requested, Hotel will present Lancaster County Treasurer two (2) alternatives: (1) charging Lancaster County Treasurer the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Lancaster County Treasurer requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Lancaster County Treasurer wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance.

PERFORMANCE LICENSES

Lancaster County Treasurer will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Lancaster County Treasurer may use or request to be used at the Hotel.

ACCEPTANCE

When presented by the Hotel to Lancaster County Treasurer, this document is an invitation by the Hotel to Lancaster County Treasurer to make an offer. Upon signature by Lancaster County Treasurer, this document will be an offer by Lancaster County Treasurer. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Lancaster County Treasurer at any time prior to Lancaster County Treasurer's execution of this document, the outlined format and dates will be held by the Hotel for Lancaster County Treasurer on a first-option basis until April 12, 2017. If Lancaster County Treasurer cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither

party will have any further obligations.

Upon signature by both parties, Lancaster County Treasurer and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Lancaster County Treasurer.

Name: (Print) Candace Meredith

Title: (Print) Chief Deputy Treasurer

Signature: Candace Meredith

Date: 3/22/17

Approved and authorized by Hotel:

Name: (Print) Patrick Murphy

Title: (Print) Senior Catering Sales Manager

Signature: _____

Date: _____