



LAKE COUNTY FOREST PRESERVES
www.LCFPD.org

Preservation, Restoration, Education and Recreation

DATE: January 9, 2020

TO: Terry Wilke, Chair
Finance Committee

Agenda Item# 9.2

FROM: Mike Tully
Chief Operations Officer

RECOMMENDATION: Recommend approval of a Resolution approving a Contract with Lincolnshire Marriott Resort to be the host venue for the Special Park Districts Forum in 2022.

STRATEGIC DIRECTION SUPPORTED: Leadership

FINANCIAL DATA: As part of the contract, the District will be required to make two \$5,000.00 deposits to hold the guest rooms and other facilities. The first deposit will be due upon signing the contract. The second will be due by January 1, 2021. These deposits will be non-refundable unless there are circumstances outside of the control of both parties. The deposits will be applied to the District's master account to pay for meeting spaces and food and beverage costs associated with forum activities. Funding for the deposits will be initially from the General Fund fund balance in account 10000000-171000 (Prepaid Expenses). A budget for hosting the forum will be developed for the District's 2022 budget with the goal of breaking even, with attendee registration fees offsetting the costs of hosting the event. The deposits would be expensed as part of the 2022 budget.

The contract will also include liquidated damages if the District cancels the event for reasons other than an act of God, war, or similar events. These damages will increase the closer to the event we get. If the event is canceled on or before June 5, 2021, the District will be responsible for 50% of the anticipated revenues which is estimated to equal \$27,237.50. If the event is canceled after June 5, 2021 and prior to May 21, 2022, the District will be responsible for 75% of the revenues or approximately \$40,856.25. If cancellation occurs less than 29 days from the date of the event, the District will be responsible for 100% of the estimated revenues or \$54,475.00.

BACKGROUND: Over the years, the Special Park Districts Forum (SPDF) has been hosted by premier open-space, park, and recreation agencies, and forest preserves throughout the United States and Canada. This annual event is a unique and interactive forum that has drawn park and recreation industry professionals to participate for more than 40 years.

The District has a history of participation with the SPDF as both a host organization in 1996 and 2009, and by sending staff and commissioners as participants in the event each year. The District has agreed to host the event in 2022. As part of the initial planning stages, staff recommends entering into a contract with the Marriott Lincolnshire pursuant to which Marriot Lincolnshire would serve as the Forum's host hotel. The Marriott is centrally located in the County with easy access to most District sites. The Marriott was the host hotel in 2009 when the District last hosted.

REVIEW BY OTHERS: Finance Director, Purchasing Manager, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JANUARY MEETING
JANUARY 14, 2019**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **FINANCE COMMITTEE** presents herewith "A Resolution Approving a Contract with Lincolnshire Marriott Resort for the Special Park Districts Forum Event Venue", and requests its approval.

FINANCE COMMITTEE:

Date: 1-9-2020 Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING A CONTRACT WITH LINCOLNSHIRE MARRIOTT
RESORT FOR THE SPECIAL PARK DISTRICTS FORUM EVENT VENUE**

WHEREAS, the Lake County Forest Preserve District (the "District") will host conservation and park elected officials and professionals from throughout the United States and Canada for the 2022 Special Park Districts Forum (the "SPDF"); and

WHEREAS, it is in the District's best interest to enter into a contract with Lincolnshire Marriott Resort, pursuant to which Lincolnshire Marriott Resort would serve as the host hotel (the "Contract") for the SPDF;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Approval of Contract. The Executive Director is hereby authorized and directed to execute the Contract, in substantially the form attached hereto, with Lincolnshire Marriott Resort.

Section 3: Payments. The Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 4: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2020

AYES:

NAYS:

APPROVED this _____ day of _____, 2020

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____



**MARRIOTT RESORT
LINCOLNSHIRE**

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between: Lincolnshire Marriott Resort, 10 Marriott Drive, Lincolnshire, IL, 60069-3700, (847) 634-0100 (the "Hotel") and Lake County Forest Preserve District and outlines specific conditions and services to be provided.

ORGANIZATION: **Lake County Forest Preserve District ("District")**

CONTACT: Name: Lisa Roberts
 Address: 1899 W. Winchester Rd
 City, State, Zip Code: Libertyville, IL 60048
 Phone Number: (847) 968-3210
 E-mail Address: lroberts@lcfpd.org

NAME OF EVENT: **Special Parks District Forum ("Event")**

REFERENCE #: M-HLLH2NL

OFFICIAL EVENT DATES: Monday, June 20, 2022 – Thursday, June 23, 2022

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide for the Event, and District agrees that it (or individual attendees attending the Event) will be utilizing for the Event, 279 room nights in the pattern and at the rates set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Standard Room	First Floor Suite	Total Rooms
06/20/2022	Mon	75	1	76
06/21/2022	Tues	75	1	76
06/22/2022	Wed	75	1	76
06/23/2022	Thurs	50	1	51

Start Date	End Date	Room Type	Rate
06/20/2022	06/24/2022	Standard Room	\$169.00
06/20/2022	06/24/2022	(1) Suite	Comp

Hotel room rates are subject to applicable state and local taxes (currently 11%) in effect at the time of check-out.

The Room Night Commitment is based upon most recent histories and/or an agreed-upon growth rate. One year prior to arrival, June 20, 2021, the Hotel will confer with District to re-evaluate the Room Night Commitment. At that time and upon mutual agreement, the Room Night Commitment and meeting space may be increased to more accurately reflect the District's then current needs, based on Hotel availability. Any modifications will not affect either party's obligations under this Agreement unless a written amendment to this Agreement is agreed upon by both parties.

SPECIAL CONCESSIONS

The Hotel will also provide the following:

- Complimentary contracted Function Space based on \$8,000 Food and Beverage Minimum.
- (1) Complimentary First Floor Suite. Two Connectors will be offered at group rate of \$169.00 each.
- Rate available two days pre and post event.

- Complimentary wireless internet in guest rooms
- Complimentary use of Fitness Center
- Dedicated Event Manager
- Onsite Technical and Service Support Staff
- Complimentary self-parking

COMMISSION

The group room rates listed above are non-commissionable.

METHOD OF RESERVATIONS

Reservations for the Event will be made by individual attendees calling directly to Marriott Reservations at 1 (800) 228-9290 or (847) 634-0100. A Reservation Link will also be provided for online reservations

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by District. Hotel will not hold any reservations unless secured by one of the above methods.

CUTOFF DATE

Reservations must be received on or before **Monday, May 29, 2022** (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept additional reservations for the Event based on a space- and rate-available basis at the District group rate after the Cutoff Date.

NO ROOM TRANSFER BY GUEST

District agrees that neither District 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 District reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply: Guest room, tax and incidentals are paid by individual attendees. Food and beverage will be charged to the Master Account.

RESORT SUITE POLICY

District and individual attendees may use the Hotel's First Floor Suite for the purpose of entertaining, until 9pm. After 9pm, these suites will be considered a sleeping room and must adhere to all Resort policies regarding sleeping rooms including but not limited to, noise and maximum guest occupancy. Guests who would like to continue entertaining after 9pm are welcome to utilize one of the Resort's lounges, or can contract a private Banquet Room. The Resort reserves the right to evict guests who fail to comply with guest room policies.

MASTER ACCOUNT

Hotel must be notified in writing at least 7 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT

District will raise any disputed charge(s) within 5 days after receipt of the invoice. The Hotel will work with District in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute.

District has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- Direct Bill, based on approval.

District may not change this form of payment.

TAX EXEMPTIONS

If District maintains tax exempt status in the state of Illinois, District must provide Hotel with a valid tax exemption certificate(s) by **May 13, 2022** in order to be exempt from 8% State Tax Charges. District will still be responsible for the 1% local tax. District acknowledges that individual attendees do not qualify for tax exemptions.

ATTRITION

Hotel is relying District’ nightly use of the Room Night Commitment and, if applicable, the Agreed Event F&B Revenue. District agrees that a loss will be incurred by Hotel if District’ actual usage is less than eighty percent (80%) of the Room Night Commitment on a cumulative basis of the Event.

Hotel agrees to allow for a twenty percent (20%) reduction in the **cumulative** Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage from the Room Night Commitment. If the cumulative actual room usage during the entire Event falls below 80% of the cumulative Room Night Commitment, the difference of room nights will be multiplied by the group’s average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to District’ Master Account, plus applicable taxes, at the conclusion of the Event.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages and shall be Hotel’s sole remedy for the District’s failure to satisfy the Room Night Commitment.

CANCELLATION

This agreement will bind the District and the Hotel to the terms of this Group Sales Agreement. There shall be no right of termination for the sole purpose of holding the Event or similar function in another hotel or similar facility. The only reasonable causes for termination are as noted in the Impossibility clause below.

The District agrees that should it cancel this agreement, actual damages would be difficult to determine. The schedule in the “Advance Deposit” section below represents a reasonable effort on behalf of the Hotel to establish its actual damages for such cancellation. The schedule shall represent liquidated damages to be paid by District for cancellation of this agreement and shall be Hotel’s sole remedy for such cancellation.

ADVANCE DEPOSIT

An advance nonrefundable deposit of **\$5,000.00** will be required **upon contract signing**. An additional **\$5,000** nonrefundable deposit is due by **January 1, 2021**. Hotel will authorize group credit card for amount of deposit. This advance payment will be credited toward the Master Account.

Date of Cancellation	Amount of Liquidated Damages Due
Date of Agreement to December 31, 2020	\$5,000.00 Non-Refundable Deposit
January 1, 2021 to 250 days prior (June 5, 2021)	50% of total guest room revenue \$23,237.50; plus 50% total food and beverage \$4,000.00. Grand Total \$27,237.50.
From 249 days to 30 days prior (June 6, 2021 to May 21, 2022)	75% of total guest room revenue \$34,856.25; plus 75% total food and beverage \$6,000.00. Grand Total \$40,856.25.
From 29 days prior to the date of event (May 22, 2022 to June 20, 2022)	100% of total guest room revenue \$46,475.00; plus 100% total food and beverage \$8,000.00. Grand Total \$54,475.00

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by District, 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	Set-Up Style	Expected Number of Attendees	Function Space
06/20/2022	Mon	8am	11:59pm	Registration	Registration	2	Lobby
06/20/2022	Mon	3pm	11:59pm	Hospitality Room	Existing	10	First Floor Suite
06/20/2022	Mon	5pm	11pm	Welcome Reception	Rounds	75	Lakeside Pavilion
06/21/2022	Tues	12am	10am	Registration	Registration	2	Lobby
06/21/2022	Tues	12am	11:59pm	Hospitality Room	Existing	10	First Floor Suite
06/21/2022	Tues	7am	9am	Breakfast	Rounds	75	Grove Pavilion
06/22/2022	Wed	12am	11:59pm	Hospitality Room	Existing	10	First Floor Suite
06/22/2022	Wed	7am	9am	Breakfast	Rounds	75	Grove Pavilion
06/23/2022	Thurs	12am	12pm	Hospitality Room	Existing	10	First Floor Suite
06/23/2022	Thurs	7am	9am	Breakfast	Rounds	75	Grove Pavilion

Based on anticipated guestroom pick-up and number of food and beverage functions, the spaces outlined above will be provided complimentary for the program.

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 9%), subject to District exemptions, and the Hotel's service charge, which will be 25% of the cost of food and beverages served at the Event functions.

FOOD AND BEVERAGE ATTRITION/CANCELLATION

The Hotel is relying upon the food and beverage functions outlined on the Function Information Agenda/Event Agenda. District agrees that a loss will be incurred by Hotel if there is a cancellation or reduction in the number of food and beverage functions and the number of Guaranteed Covers (defined below).

District' agrees that it will provide Hotel total Event food and beverage revenue of **\$8,000, exclusive of taxes and service charges** ("Agreed Event F&B Revenue"). District shall provide Hotel with 3 days advance notice of the date(s), time(s), and number of attendees who will be consuming food and beverages with respect to each function it wishes to schedule for the Event. District shall provide Hotel this information no later than 3 days prior to the scheduled time for each such function. The net number of attendees identified in this notice shall be referred to herein as "Guaranteed Covers".

If District fails to (i) provide Hotel with the full Agreed Event F&B Revenue; or (ii) provide all of the Guaranteed Covers for any function; or (iii) provide Hotel with any increase in the Agreed Event F&B listed in the Banquet Event Order, District will pay Hotel within thirty (30) days, as liquidated damages and not as a penalty, the following amount:

1. The full per-guest price of any unused Guaranteed Covers for any function (the "Unused Cover Payment"); plus
2. 100% of the difference between the Agreed Event F&B Revenue and the actual Event food and beverage revenue received by Hotel (including the Unused Cover Payment).

* If applicable, state and local taxes will be added to all attrition and cancellation fees.

Hotel agrees that after receipt of this amount, it will not seek further damages or remedies resulting from the District's failure to generate the Agreed Event F&B Revenue or Guaranteed Covers.

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 District 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 District 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.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and District has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an

event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____

Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____

Participating airline frequent flyer account number _____

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

ACCEPTANCE

When presented by the Hotel to District, this document is an invitation by the Hotel to District to make an offer. Upon signature by District, this document will be an offer by District. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies District at any time prior to District's execution of this document, the outlined format and dates will be held by the Hotel for District on a first-option basis until **Wednesday, December 20, 2019**. If District 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, District 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 District.

Name: Alex Ty Kovach

Title: Executive Director

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: Natalie Trombetta

Title: Sales Manager

Signature: _____

Date: _____

Approved and Authorized by Hotel:

Name: Julie Berry

Title: Director of Sales & Marketing

Signature: _____

Date: _____