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Permit No. 19710-01

CIVIC CENTER COMPLEX LEASE AGREEMENT

This Lease Agreement, the **Lease**, is entered into between the City of Amarillo, a municipal corporation of the State of Texas, acting by and through its Civic Center Complex Manager, the **Manager**, as Lessor and **Texas Workforce Commission**, as Lessee.

I. Lessor hereby leases to Lessee the right to use and occupy the following described room (s) and facilities located in the City of Amarillo Civic Center Complex, the **Premises**, for the following hours on the following day or days at the following cost, to-wit:

Bookings	Date	Amount
Heritage Room - Move In/Out Rate	08/10/2023 7:00AM - 12:00AM	\$805.00
Mall - East - Daily Rate	08/10/2023 7:00AM - 12:00AM	\$330.00
Heritage Room - Overtime	08/11/2023 6:00AM - 7:00AM	\$235.00
Mall - East - Daily Rate	08/11/2023 7:00AM - 12:00AM	\$330.00
Heritage Room - Daily Rate	08/11/2023 7:00AM - 12:00AM	\$1,610.00

Booking Charges: \$3,310.00

The Lessee will follow all executive orders and other guidance issued by the State of Texas and local authorities.

The Premises are to be used for the purpose of **TWC - Texas Conference for Employers** and for no other purpose without the written consent of the Lessor.

II. As consideration for the use of the Premises Lessee agrees to pay to Lessor, ~~at its office in the Civic Center Complex,~~ rental in the amount of **\$3,310.00** Dollars **as required by and in accordance with the Prompt Payment Act, Tex. Government Code, Chapter 2251 and all other applicable laws.** ~~or 0% of the gross receipts (after sales tax) of the performance or event to take place on the Premises, whichever amount is greater. \$0 Dollars must be paid upon execution of this agreement unless approved in writing by the Manager. Any balance due if the percentage basis is used, shall be paid immediately after the holding of the performance or event, such payment to be supported by a detailed settlement report. Lessee further agrees to pay to Lessor, on demand, any and all sums which may be due to Lessor for additional services, accommodations, equipment or materials requested by Lessee in writing and furnished to and loaned to Lessee by Lessor. Lessee agrees that the Manager, in case of failure to pay any sum due to Lessor by Lessee, may deduct from any box office receipts belonging to Lessee, the amount owed to Lessor.~~

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See Attachment A&B, which is incorporated by reference.

III. This Lease is subject to the following terms and conditions:

1. ~~INDEMNITY AND INSURANCE.~~ LIABILITY, DISPUTE RESOLUTION, AND LIMITATIONS

(a) **AS A MUNICIPAL CORPORATION IN THE STATE OF TEXAS, THE CITY OF AMARILLO MAY NOT INDEMNIFY ITSELF.**

(b) ~~[INDEMNITY AND HOLD HARMLESS AGREEMENT]~~(b)

lk (b) Lessee hereby agrees that it is liable to pay for any and all damages that arise from the wrongful acts or omissions, or the negligent acts of its employees to the extent and for the amounts specified by the Texas Tort Claims Act (Chapter 101, Texas Civil Practice & Remedies Code). ~~the property or equipment of the Amarillo Civic Center Complex, or to any other property of Lessor, resulting either directly or indirectly from Lessee's occupancy or use of the Premises, by or through the negligence and/or other acts of Lessee, or Lessee's agents, employees, invitees, attendees or guests.~~

BF (c) ~~[LIABILITY INSURANCE REQUIREMENT]~~ TWC, as an agency of the State of Texas, is self-insured, and the parties agree that such self-insurance shall, without further requirement, satisfy all insurance obligations of TWC under the Lease Agreement.

(d) Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving units of state government. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Lease Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against TWC that cannot be resolved in the ordinary course of business.

(e) TWC, as an agency of the State of Texas, is subject to the constitution and laws of the State of Texas and thus possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted under the constitution and laws of the State of Texas. Nothing in this Lease Agreement is intended to be, nor shall it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver or restriction of any of the rights, remedies, claims, and privileges of the State of Texas.

2. PREMISES.

(a) Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the Premises for the purpose and for the term aforesaid, including corridors necessary to accommodate patrons, and restroom conveniences customarily open to the general public.

(b) Neither the halls nor ramps of the Civic Center Complex, nor the sidewalks, entrances or lobby thereof, shall be obstructed by Lessee nor used for any purposes other than ingress or egress, and Lessee will not permit any chairs, movable seats or other obstructions to be or remain in the passageways, and will keep such passageways clear at all times.

(c) Lessor, through the Manager, police officers, fire fighters, and other designated representatives, shall have the right at any time to enter any portion of the Premises for any purpose whatsoever and the entire Civic Center Complex, including the Premises, shall at all times be under the charge and control of the Manager.

(d) Lessee shall not assign this Lease, or any part thereof, nor allow or permit any use of said premises other than specified above, without the written consent of the Lessor.

(e) ~~If the Lessee shall fail for any reason to take possession of or use the Premises without the written consent of Lessor, no rent refund shall be made and any payment made to Lessor shall be kept by Lessor. Additionally, the full rent called for by this agreement, including any disbursements or expenses incurred by Lessor in connection herewith, shall be payable by the Lessee to the Lessor upon Lessee's receipt of written demand from Lessor.~~

lk BF (f) ~~In the event that the Premises covered by this Lease are destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes shall render fulfillment of the Lease by Lessor impossible, then this Lease shall terminate and Lessee shall only be liable for rent attributable to the time prior to such termination if any. Lessee hereby waives and releases the Lessor from any claim for damages or compensation on account of such termination.~~

(e) During the entire term covered by this Lease, Lessee or a designated representative of Lessee is required to be on site to oversee Lessee's use of the Premises. Lessee or Lessee's designated representative must be available on site to monitor participants of Lessee's event during all aspects of said event and be available to Civic Center Complex Management for necessary concerns.

(f) Decibel level of Lessee's event must not exceed 85db throughout the duration of the lease of the Premises.

3. EXPIRATION OF LEASE.

lk (a) At the expiration of this Lease, Lessee shall quit the premises, immediately remove all personal property of Lessee and return to the Manager all equipment and materials provided to Lessee by Lessor. Lessee shall leave the Premise and any equipment or materials provided by Lessor, in as good condition and repair as when acquired, except for ordinary wear and use.

BF (b) ~~Lessor reserves the right after the termination of the Lease to remove from the Civic Center Complex all personal property of Lessee remaining on the Premises and to store the said property at the cost, expense and risk of Lessee. Lessor shall not be liable in any way to Lessee on account of so removing and storing any such personal property. Lessee agrees to pay Lessor for reasonable cost and expense of such storage within 30 days of receipt of Lessor's invoice for said storage.~~

4. CONCESSION, MERCHANDISE, NOVELTY SALES. Lessor reserves unto itself or its assigned agents the sole right to:

(a) Sell or dispense all concession food and drinks in the Amarillo Civic Center Complex.

(b) All alcohol must be dispensed from contracted concessionaire of the Amarillo Civic Center Complex.

(c) Neither Lessee nor Lessee's participants, guests, invitees, attendees, subtenants or exhibitors shall give away or sell items without written permission from Manager.

~~(d) Lessee agrees to pay to Lessor a percentage of 25% (after sales tax) for the right to sell souvenirs, novelty items, clothing, programs, DVDs, CDs or other media recordings, books or any related merchandise sold or dispensed by Lessee. All expenses incurred during the sale of such merchandise, including but not limited to merchandise sellers, shall be borne by Lessee. Lessor will also collect and remit on Lessee's behalf the local and state sales tax of 8.25% based on the gross sales of Lessee or Lessee's representative.~~

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5. UTILITIES.

(a) Lessor shall furnish, at Lessor's expense, custodial services, heat, water, lights and air conditioning necessary for Lessee's use during the term of this Lease as deemed necessary by the Manager. Lessor will keep the Premises clean and generally cared for during the term of this Lease. ~~Lessor shall make arrangements for the removal of any excess trash left on the Premises by Lessee immediately following Lessee's use of the Premises at Lessee's expense. Lessee agrees to pay Lessor for reasonable costs within 30 days of receipt of Lessor's invoice therefore. Lessor shall not be responsible for or liable to Lessee for any loss resulting from any lack of heat, water, lights or air conditioning due to an act of God or the failure of equipment to operate or function properly through no fault or act of Lessor.~~ All utilities will be furnished from current openings on the Premises and no petroleum products, oil flashlights or any other artificial lighting or light plants or electrical equipment shall be permitted to be used on the Premises. No engine, motor, or machinery shall be operated on the Premises without the prior written consent of the Manager.

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~~(b) Unless otherwise authorized by the Manager, all plumbing, electricity or carpenter work to be done on the Premises in connection with the use authorized herein and all electrical current or domestic gas required, shall be done or furnished by Lessor, or its approved representative, for which Lessee agrees to pay Lessor for on the basis of the rates set forth in the schedule of rates on file in the office of the Manager within 30 days of receipt of Lessor's invoice for such services.~~

6. PARKING LOTS. Lessor reserves the right to maintain and operate the Civic Center Complex parking lots located within the area under the supervision and control of the Manager.

7. PERSONNEL.

(a) Rental of Premises shall not entitle the Lessee to use Lessor's personnel in connection with the staging of an event or attraction, provided, however, that the Manager may, in the Manager's discretion, furnish at no cost, the services of Lessor's employees who are regularly employed as a part of the Civic Center Complex staff. Lessee shall hire and pay the costs of all other personnel required in connection with Lessee's event or attraction including the personnel costs of all stage technicians, house managers, ushers, ticket takers, doormen, guards, and peer security subject to approval by the Manager.

(b) Lessor reserves the right at all times to control Lessee's technicians, house managers, ushers, ticket takers, doormen, guards, peer security, and all other employees of Lessee and retains the right to remove from the Civic Center Complex any objectionable employee **to the extent allowable under the Constitution and laws of Texas.** ~~In the event of the exercise of this authority, Lessee hereby waives any and all claims for damages or contribution against the Lessor on account of such removal.~~

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8. PROGRAM REQUIREMENTS. Lessee shall file with the Civic Center Complex Administration Office, at least ten (10) days prior to holding a function, performance or attraction authorized herein, a full and detailed outline of all facilities required, all stage requirements, the hall and chair set-up and such other information as may be required by the Manager concerning such attraction. Failure to provide said outline will be cause for Lessor to immediately terminate this Lease.

9. SCHEDULING. Unless otherwise specified in writing, the Manager shall be privileged to lease the Civic Center Complex for events similar to Lessee's both before and after the dates of this Lease without notice to Lessee. The Manager will make all efforts to keep similar events 21 to 28 days apart. All reservations made for the purpose of rehearsing shall be subject to cancellation by the Manager with 24-hour notice when it is in the best interest of the Civic Center Complex and the Lessor.

10. SEATING CAPACITY. Lessee shall not sell or distribute or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the Premises.

11. TICKET PRICES. Lessee is required to sell all tickets at the prices as advertised, and no deviation will be allowed unless approved by the Manager, when said sales are subject to percentage.

12. OPENING HOURS. Lessee must open the doors of his attraction as advertised unless otherwise agreed upon as necessity indicates.

13. CONDUCT OF ENTERTAINERS. Conduct of Lessee's entertainers while giving their performance should not be such as to deliberately incite or entice patrons to leave their seats, or tend to create a hazardous, uncontrollable crowd situation.

14. EXHIBIT ENTRANCE. All articles, exhibits, fixtures, materials, displays, etc., shall be brought into or out of the Premises only at such entrances as may be designated by the Manager.

~~15. TICKET AND ACCOUNT CONTROL OF LESSEE. In connection with any use of the Civic Center Complex upon a percentage basis, the Manager shall have the right to prescribe the form of tickets, accounts, records, and reports that shall be used by the Lessee in staging the event or attraction and the method for accounting for the gross receipts thereof. Lessor or Lessor's authorized representative shall have the right, at any time, to investigate and inspect any or all of Lessee's~~

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~~tickets, account records, and reports for the purpose of verifying the amount of such gross receipts. Lessee shall secure all admission or other tickets from Panhandle Tickets. Lessee shall pay all taxes on tickets used in connection with the performance, exhibition or entertainment. Taxes on all tickets sold through Panhandle Tickets will be submitted to the state by the Lessor unless a valid Texas sales tax identification number is provided by Lessee prior to settlement. A non-taxable service charge and separate facility fee will be added to the posted price of all tickets sold through Panhandle Tickets, its' outlets, the internet and any other means, and the revenue from those service charges and facility fees is the sole property of the Lessor and will not be reflected in the total gross in the settlement report.~~

15. FIRE HAZARDS. Lessee shall not bring or permit anyone to bring into said building or premises or keep therein anything that will cause a fire hazard. All Amarillo Civic Center Complex Decorating Guidelines must be followed concerning potential fire hazards.

16. ANIMALS. Lessor reserves the right at any time to require Lessee to remove from the premises any animals on the Premises without the consent of Lessor **to the extent allowable under the Constitution and laws of Texas.**

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17. HANGING, POSTING OR PHYSICAL ALTERATION.

Lessee will not cause or permit any nails or other things to be driven into any portion of the Civic Center Complex, nor any signs to be affixed either to the exterior or interior thereof. No changes, alterations, repairs, painting or staining of any part of the Civic Center Complex or its furnishings or equipment are allowed. Lessee will not do or permit to be done anything which will damage or change the finish or appearance of the Civic Center Complex or its furnishings. ~~Lessee agrees to pay the cost of repairing any and all injury and damage which may be done to the Civic Center Complex or any of its fixtures, furniture or furnishings caused by any act of Lessee or any of Lessee's employees, agents, invitees, guests, patrons or exhibitors. It is expressly agreed that the Manager shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this Lease, Lessee is to be held responsible. The decision of the Manager shall be final.~~

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(b) ~~If in connection with the purpose or use for which Lessee is renting the Premises any of the permanent seats, any portion of the stage or floor or other furniture are moved or removed, Lessee agrees to pay reasonable cost of replacing the same and putting them back in the same condition and place as they were before such removal.~~

(c) Lessee will not post or exhibit, nor allow to be posted or exhibited signs, advertisements, show bills, lithographs, posters or cards of any description, on the interior or exterior of the Civic Center Complex, except upon the regular billboards provided by the Lessor therefore. Lessee will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibition to be given in the Premises; any exceptions to the aforementioned to be in writing from the Civic Manager. Lessee shall immediately take down and remove all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by the Lessor **to the extent allowable under the Constitution and laws of Texas.**

(d) Lessee and their representatives will follow all Decorating and Catering Guidelines as provided with this lease agreement.

18. LICENSES AND LAWS.

(a) Lessee shall comply with all laws of the United States, and the State of Texas, all ordinances of the City of Amarillo, and all rules and requirements of the Police and Fire Departments, or other municipal authorities, will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on the Premises during the term of this Lease in violation thereof. If the attention of Lessor is called to any such violation on the part of said Lessee, or of any person employed by or admitted to the said premises by said Lessee, such Lessee will immediately desist from and correct such violations when requested to do so by Lessor.

(b) Lessee hereby assures and warrants to the Lessor that Lessee has obtained permission from and paid any required royalties or fees to BMI, ASCAP, SESAC, CCLI, or other licensing agency, for Lessee's performance or display of any copyrighted music, film, video or other works and media.

19. AMERICANS WITH DISABILITIES ACT. Lessee agrees that it will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. S 12101, et. Seq, as amended from time to time.

20. POLICE PROTECTION. Lessee agrees to pay for such police protection as may be required by the Manager during the occupancy of the Premises by Lessee.

21. MEDICAL PERSONNEL. Lessor does not provide on-site first aid or stand-by medical services. If Lessee needs or desires to have such prior to, during, and/ or after its event [rental, lease, etc.], then the following terms and conditions shall apply: (i) first aid or stand-by Basic Life Support must be arranged through American Medical Response, at Lessee's expense; (ii) stand-by Advanced Life Support must be arranged through American Medical Response, at Lessee's expense; and, (iii) stand-by medical transportation or summoned medical transport must be arranged through American Medical Response, at Lessee's or the patient's expense.

22. ADVERTISING. ~~Lessor reserves the right to sell advertising space within all areas of the facility, parking lot, promotional material, ticket envelopes and tickets. Revenue derived from the sale of this space is the sole property of the Lessor. Exceptions to this policy must be approved by the Manager.~~

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23. STORAGE. ~~Lessor assumes no responsibility whatsoever for any property placed in or on the Premises, and Lessee hereby expressly releases and discharges Lessor from any and all liabilities for any loss of property that may be~~

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~~sustained by reason of Lessee's occupancy of the Premises under this Lease.~~ All unarmed watchmen or other protective service desired by the Lessee are the Lessee's responsibility. Armed security must be arranged for by special agreement with the Manager.

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BF 24. ORDINANCES AND RESOLUTIONS APPLICABLE, EVICTION, AND FORFEITURE FOR VIOLATION. All ordinances and resolutions of the City of Amarillo relating to the rental and use of the Premises are hereby made a part hereof; and any violation of such rules and regulations by Lessee shall, at the discretion of the Manager, subject Lessee to immediate expulsion from the Civic Center Complex **to the extent permitted under Texas law.** ~~and the forfeiture of all rents, percentages, or other fees hereto fore paid, and without releasing Lessee in any manner any obligations for the payment of the rent, percentages, or other fees required to be paid under this Lease.~~

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BF 26. ~~DEFAULT, CURE, ACCELERATION, CONCESSION OF JUDGEMENT.~~ ~~The Lessee agrees that if Lessees shall fail to pay any installment of rent or any part thereof at the times above specified or fails to perform any other covenant contained herein, or if Lessee shall make an assignment for the benefit of creditors, or if a petition shall be filed to have it adjudicated a bankrupt, whether voluntary or involuntary, or if an execution issue against Lessee and it shall fail to procure a stay thereof within thirty (30) days after the entry of same or otherwise fail to satisfy a judgment against it, then and in such event this Lease, at the option of the Lessor, shall cease and terminate and Lessor may, but shall not be required to, lease the premises to others. In the event of such termination, the entire unpaid portion of the total rental as set forth in Article II of this Lease, if any, shall thereupon immediately become due and payable. It is specifically provided and agreed, however, that the failure of Lessor to enforce any or all of its remedies in the event of one breach or repeated breaches by Lessee of any of the provisions of this Lease shall not constitute or be deemed to be a waiver by Lessor of any of such remedies in the event of additional breaches or violations by Lessee.~~

25. FORCE MAJEURE. Force Majeure means any act that (a) materially and adversely affects the affected Party's ability to perform therelevant obligations under this Lease or delays such affected Party's ability to do so, (b) is beyond the reasonable control of the affected Party, (c) is not due to the affected Party's fault or negligence and (d) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts, including the expenditure of any reasonable sum of money. Subject to the satisfaction of the conditions set forth in (a) through (d) above, Force Majeure shall include:(i) natural phenomena, such as storms, floods, lightning and earthquakes, epidemics; (ii) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (iii) transportation disasters, whether by ocean, rail, land or air; (iv) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (v) fires; (vi) actions or omissions of a Governmental Authority (including the actions of the Landlord in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party or brought about by the breach of its obligations under this Lease or any Applicable Law; and (vii) failure of the other Party to perform any of its obligations under this Lease within the time or by the date required pursuant to the terms of this Lease for the performance thereof; provided, however, that under no circumstances shall FORCE MAJEURE include any of the following events: (A) economic hardship; (B) any strike or labor dispute involving the employees of the LESSEE or any Affiliate of the LESSEE , other than industry or nationwide strikes or labor disputes; or (C) weather conditions which could reasonably be anticipated by experienced contractors operating at the relevant location. Should a force majeure event as defined above occur, this Lease may be terminated by either party without liability or, alternatively, the parties may mutually agree that such obligations will be suspended until such time as such contingency or contingencies have terminated. In the event of a termination pursuant to this provision, the Manager shall return the rent previously paid by Lessor and referenced in Section II of this Lease agreement.

BF lk 26. HAZARDOUS MATERIALS. If Lessee uses, stores, or generates any hazardous materials or wastes, Lessee will obey all Federal, State, and Local laws governing such materials. In the event that hazardous materials are discharged on city property, Lessee will be responsible for all costs and activities related to proper clean-up, and will provide the Manager with proper documentation evidencing that a complete clean-up has occurred. ~~Lessee agrees to accept all liabilities related to the use, storage, disposal, and clean-up of all hazardous materials on leased premises.~~

BF lk 29. ATTORNEYS' FEES. ~~Lessee agrees to pay ten (10%) percent attorneys' fees on any amount payable by it under any part of this entire agreement which may be collected by suit.~~

27. EMERGENCY SHELTER. In the event of a civil emergency or disaster, some or all portions of the Civic Center Complex may be used for sheltering or other emergency management operations, resulting in cancellation of the scheduled event or activity described in this Lease. To the best of Civic Center Complex Management's ability, all effort will be made to reschedule or otherwise accommodate any affected event or activity

BF lk 28. CONSTRUCTION. In the event the Amarillo Civic Center Complex undergoes any construction or expansion project, the Amarillo Civic Center Complex does not anticipate any substantial interference with Lessee's event, although some impact from noise or similar interruption may be possible. ~~In no event will the Amarillo Civic Center Complex be liable for consequential damages, including, but not limited to, income and profits of the Lessee resulting from any such interference.~~

The Amarillo Civic Center Complex will provide the Lessee seven days advance notice of any construction or expansion project that is scheduled to occur during the event.

29.. ENTIRETY OF AGREEMENT. This agreement and the exhibits referred to herein reflect the entire agreement between the parties with respect to the subject matter hereof, supersedes any and all prior agreements or understandings, written or oral, and the parties shall not be bound by any agreement, understanding or conditions with respect to the subject matter hereof other than are expressly set forth and stipulated in this agreement. This agreement may not be amended except by a written agreement properly signed by both parties.

Executed by the parties in duplicate as of the date(s) set forth below.

CITY OF AMARILLO (LESSOR)

Texas Workforce Commission (LESSEE)

By Bo Fowlkes

By Lowell Keig

Civic Center Complex Manager

Printed name: Lowell Keig

Date: 5/8/2023

Date: 5/8/2023

Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman
Commissioner Representing
the Public

Aaron Demerson
Commissioner Representing
Employers

Alberto Trevino III
Commissioner Representing
Labor

Edward Serna
Executive Director

Attachment A to Contract Amarillo Civic Center, Amarillo, Texas And the Texas Workforce Commission

CANCELLATION POLICY

As a matter of state law the Texas Workforce Commission (TWC) cannot enter into any agreement which includes a cancellation and attrition policy charging or assessing a penalty for service not yet rendered. In order to work within those constraints, the cancellation and attrition policy provisions of this contract have been deleted.

TWC will inform Amarillo Civic Center, Amarillo, Texas immediately of our intent to cancel the subject event. It is further understood that TWC will not cancel this contract for the purpose of moving the subject event to another hotel or conference property.

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Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman
Commissioner Representing
the Public

Aaron Demerson
Commissioner Representing
Employers

Alberto Trevino III
Commissioner Representing
Labor

Edward Serna
Executive Director

Attachment B to Contract with Amarillo Civic Center, Amarillo, Texas And the Texas Workforce Commission

As a matter of state law the Texas Workforce Commission cannot enter into a "hold harmless" agreement with a vendor, nor can we expend appropriated funds to secure the liability insurance. The law narrowly defines and limits those matters for which a state agency or employee may be liable and caps damages in a similar fashion. Further, under established case law a public official purporting to contract beyond those limits may be personally liable for damages incurred.

TWC has no discretion in this matter. We are involuntarily at risk to the extent dictated by the Tort Claims Act; conversely, we lack the authority to expand the scope of that risk.

In short, the Legislature has provided that agencies of the state be "self-insured" for certain purposes in certain amounts. We are liable to that extent; more we cannot do.

In this context the following is attached to the Contract between the Texas Workforce Commission and Amarillo Civic Center, Amarillo, Texas.

ACKNOWLEDGMENT OF LIMITED LIABILITY

I hereby acknowledge that the Texas Workforce Commission as an agency of the State of Texas, is liable for the wrongful acts or omissions, or the negligent acts of its employees to the extent and for the amounts specified by the Texas Tort Claims Act.



Edward Serna, Executive Director
Texas Workforce Commission