

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between Austin Southpark Hotel, 4140 Governors Row, Austin, TX, 78744, (512) 448-2222 and Texas Workforce Commission.

ORGANIZATION: Texas Workforce Commission  
 CONTACT:

Name: Lakeshia Bailey  
 Street Address: 1117 Trinity  
 City, State, Postal Code: Austin, TX 78701  
 Country/Region: USA  
 Phone Number: (737) 235-1345  
 E-mail Address: lakeshia.bailey@twc.texas.gov

NAME OF EVENT: Texas Workforce Commission Childcare Meeting  
 REFERENCE #: M-Q5UPPD8  
 OFFICIAL PROGRAM DATES: Monday, 10/02/2023 - Wednesday, 10/04/2023

**GUEST ROOM COMMITMENT/GROUP ROOM RATES**

The Hotel agrees that it will provide, and Group agrees that it will be responsible for utilizing, 200 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

**Attendees**

Date	Day	Deluxe 2 Double Beds	Deluxe King Bed	Total Rooms
10/02/2023	Mon	20	80	100
10/03/2023	Tue	20	80	100

Start Date	End Date	Room Type	Single
10/02/2023	10/03/2023	Deluxe 2 Double Beds	\$158.00
10/02/2023	10/03/2023	Deluxe King Bed	\$158.00

Hotel’s room rates are subject to applicable state and local taxes (currently 17%) in effect at the time of check-out. **The Texas Workforce Commission is exempt from state sales tax.**

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**COMMISSION**

The group room rates listed above are net non-commissionable. Texas Workforce Commission will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

**METHOD OF RESERVATIONS**

Reservations for the Event will be made by individual attendees directly with a booking link provided by your sales manager or directly with Marriott reservations at 877-257-1730.

**GUARANTEED RESERVATIONS**

~~All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Texas Workforce Commission. Hotel will not hold any reservations unless secured by one of the above methods. TWC does not pay deposits or cancellation fees. TWC will agree to provide a purchase order (PO) to the venue and will then actually pay after the event, according to the Prompt Payment Act, Tex. Government Code, Chapter 2251. Individuals reserving a room through the booking link may guarantee a room by a first night room deposit or with a major credit card. See Attachments A & B, which are incorporated herein by reference.~~

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**CUT-OFF DATE**

Reservations by attendees must be received on or before 9/18/2023, (the “Cut-Off Date”). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Texas Workforce Commission group rate after this date.

**NO ROOM TRANSFER BY GUEST**

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

**BILLING ARRANGEMENTS**

The following billing arrangements apply: Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment).

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by Texas Workforce Commission, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda. Meeting room rentals are waived for this program.

Hotel is providing complimentary AM and PM beverage breaks for this program.

<b>Date</b>	<b>Day</b>	<b>Start Time</b>	<b>End Time</b>	<b>Function Type</b>	<b>Setup</b>	<b># People</b>	<b>Room</b>
10/03/2023	Tue	7:00 AM	5:00 PM	Meeting	Rounds of 8	125	Oaks
10/04/2023	Wed	7:00 AM	5:00 PM	Meeting	Rounds of 8	125	Oaks

**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, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to 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 Texas Workforce Commission 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 Texas Workforce Commission 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.

**LIQUOR LICENSE**

Texas Workforce Commission 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 underage.

**COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott 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.

Marriott (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.**

Marriott 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, Marriott 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.

### **PRIVACY**

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Texas Workforce Commission will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with the laws of the State of Texas and applicable law. ~~Hotel's privacy statement and applicable law.~~ Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

### **IN-HOUSE EQUIPMENT**

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, 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 Texas Workforce Commission's needs. If such special setups or extraordinary formats are requested, Hotel will present Texas Workforce Commission two (2) alternatives: (1) charging Texas Workforce Commission the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

### **TECHNICAL SERVICES**

AVMS is Hotel's preferred provider for audio/visual needs.

### **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 Texas Workforce Commission 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 Texas Workforce Commission wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Texas Workforce Commission must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Texas Workforce Commission, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and safety and well-being of guests at Hotel.

**PERFORMANCE LICENSES**

Texas Workforce Commission 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 Texas Workforce Commission may use or request to be used at the Hotel.

**HIGH RISK ACTIVITIES**

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that Texas Workforce Commission has given to the Hotel. Texas Workforce Commission agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to Texas Workforce Commission.

**ACCEPTANCE**

When presented by the Hotel to Texas Workforce Commission, this document is an invitation by the Hotel to Texas Workforce Commission to make an offer. Upon signature by Texas Workforce Commission, this document will be an offer by Texas Workforce Commission. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Texas Workforce Commission at any time prior to Texas Workforce Commission’s execution of this document, the outlined format and dates will be held by the Hotel for Texas Workforce Commission on a first-option basis until 04/20/2023. If Texas Workforce Commission 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, Texas Workforce Commission 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 Texas Workforce Commission:

Name: (Print) Lowell Keig  
Title: (Print) Business Operations Director  
Signature: *Lowell Keig*  
Date: 4/10/2023

Approved and authorized by Hotel:

Name: (Print) Jaime Yount  
Title: (Print) Sales Manager  
Signature: *Jaime Yount*  
Date: 4/10/2023

# 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 Austin Southpark Hotel, Austin, 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 Austin Southpark Hotel, Austin, 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.

Relay Texas: 800-735-2989 (TDD) 800-735-2988 (Voice) • [www.twc.texas.gov](http://www.twc.texas.gov)  
Equal Opportunity Employer / Program  
Auxiliary aids and services are available upon request to individuals with disabilities



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## Attachment B to Contract with Austin Southpark Hotel, Austin, 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 Austin Southpark Hotel, Austin, 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