



LETTER OF AGREEMENT BETWEEN

Holiday Inn South Padre Island AND **Texas Workforce Commission**

<b>Group:</b>	Texas Workforce Commission	<b>Sales Contact:</b>	DeeOnda Ahadi
<b>Event Name:</b>	Conference Planning & Meeting Services	<b>Hotel:</b>	Holiday Inn South Padre Island
<b>Client Contact:</b>	<b>Contact Name:</b> Nicole Rozas <b>Contact Title:</b> <b>Address: City,</b> <b>State Zip: ,</b> <b>Phone Number:</b> <b>Email:</b> Nicole.Rozas@TWC.Texas.gov	<b>Hotel Contact:</b>	<b>Contact Name:</b> DeeOnda Ahadi <b>Contact Title:</b> Director of Sales <b>Address:</b> 100 Padre Blvd <b>City, State Zip:</b> South Padre Island, Texas 78597 <b>Phone Number:</b> (956) 527-1204 <b>Email:</b> DOS@holidayinnpadre.com

**CONTRACT DUE BACK BY:** Monday, July 31, 2023

**Name of Meeting:** ~~Conference Planning & Meeting Services~~ **Texas Conference for Employers** DA SM  
**Date of Room Block:** September 26, 2024 - September 27, 2024

Thank you for selecting the Holiday Inn South Padre Island for your guest accommodations. We are pleased to offer the following accommodations to your group:

**GUEST ROOM ACCOMMODATIONS:** The Hotel confirms for the Group the following guestrooms:

**ROOM BLOCK & RATES:**

	Rate	Thu 09/26
TWO QUEEN W/ POOLVIEW	\$99.00	20

The current guest room **occupancy** tax is 17% per room per night. Resort fees will be waived.

**RESERVATION METHOD:**

Rooming List: Guest room reservations will be made by rooming list that includes a clear listing of names, arrival/departure dates, and types of accommodations desired for each individual. The rooming list must be received no later than August 20, 2024. All reservations made by rooming list will be guaranteed for arrival to the Master Account.

**BILLING:**

Client Pays Room, **Occupancy** Tax and Events. **TWC does not pay for incidentals.**  
 Client shall accept responsibility for room, **Occupancy** tax, **parking**, audio visual, food and beverage functions and all authorized service. These charges will be billed to the Master Account. **TWC can provide a service authorization or purchase order. Payment is due within 30 days of receipt by TWC of a complete and accurate invoice in accordance with the State of Texas Prompt Payment Act, Tex. Gov't Code, Ch. 2251."**

**GUARANTEED RESERVATIONS:** All reservations must be accompanied guaranteed with a major credit card or guaranteed by the Group's ~~deposit~~. Hotel will not hold any reservations unless secured by one of the above methods.

**PAYMENT BY CREDIT CARD OR COMPANY CHECK:** ~~If Group wishes to pay any portion of its obligation by credit card or company check, the credit card information must be provided to the hotel along with credit card authorization information. Group agrees that the Hotel may charge to this credit card any payment as required under this Letter of Agreement. No less than 14 days prior to arrival~~

**IHG® REWARDS CLUB:** IHG® Rewards Club points may be awarded for services purchased under this Agreement, in accordance with the IHG® Rewards Club terms and conditions, which can be found at [http://www.ihg.com/hotels/us/en/global/customer\\_care/member-tc](http://www.ihg.com/hotels/us/en/global/customer_care/member-tc).

**FUNCTION SPACE/SCHEDULE OF EVENTS:** This Agreement applies to the following event and function space:

Date	Event Description	Start Time	End Time	Meeting Room	Setup	# Persons	Room Rental
09/26/2024	Texas Conference for Employers	8:00 AM	5:00 PM	Hibiscus	Classroom Theatre	300	\$1,500.00
09/27/2024	Texas Conference for Employers	8:00 AM	5:00 PM	Hibiscus	Classroom Theatre	300	\$1,500.00

Room rental is subject to 6% occupancy tax and 23% service fees.

**CUT-OFF DATE:** All reservations must be received by 5pm August 26, 2024. Reservation requests received after the cut-off date and time will be subject to space availability and prevailing rates.

~~**INDIVIDUAL CANCELLATION:** Individual reservations must be canceled 72 hours prior to the intended date of arrival to avoid cancellation charges (one night's room plus tax). "See Attachment A, which is incorporated by reference."~~

~~**CANCELLATION OPTION:** Should there be a cancellation of the entire program, the cancellation policy overrides the attrition allowances in the Agreement. Therefore, the parties agree that in the event of a cancellation of the entire program, actual damages will be difficult to ascertain and the following describes the computation of the liquidated damages to be applied in the event of cancellation: "See Attachment A, which is incorporated by reference."~~

~~The liquidated damages applied due to cancellation will be charged as follows:~~

<del>Cancellation Date</del>	<del>Cancellation Fees</del>
<del>From 89 days to 31 days prior to arrival</del>	<del>85% of total minimum Revenue</del>
<del>From 30 days to arrival date</del>	<del>100% of total minimum Revenue</del>

~~All Cancellation Fees, plus applicable taxes, are due and payable upon receipt of the invoice.~~

**CHECK-IN/CHECK-OUT PROCEDURE:** Hotel check-in time is 4 pm on the day of arrival and check out time is 11 pm the day of departure. Please advise us of the estimated time of arrival and departure, daily itineraries, and any other pertinent information that will help us plan.

**PARKING:** The Hotel's current self-parking rate is complimentary per guest vehicle, per night.

~~**LATE CHARGES:** Should the group or an individual guest depart without settling charges, the Master Account will be charged. If payment is not received within thirty (30) days, interest will accrue on the overdue amount in accordance with the State of Texas Prompt Payment Act, Texas Government Code, Chapter 2251."~~

**HOTEL POLICIES:**

**FOOD AND BEVERAGE POLICIES:** Due to licensing requirements and quality control issues, all food and beverage served on Hotel property must be supplied, served and prepared by the Hotel. No alcohol service shall be provided to guests who are not of legal drinking age.

**FORCE MAJEURE:** The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for the Event. The performance of such party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause. If unable to resume performance, it is provided that this Agreement may be terminated without liability for any one or more of such reasons by written notice from one party to the other.

**LIABILITY AND INDEMNITY:** See Attachment B, which is incorporated by reference.  
**DISPUTE RESOLUTION:** Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process involving units of state government. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this contract 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.

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The undersigned represent that they are authorized to sign and enter into this Letter of Agreement.

**On behalf of Group:**

By: Susan Miller

Title: Deputy Director, Business Operations Division

Date: 7/21/2023

Signature: Susan Miller

**On behalf of Hotel:**

By: DeeOnda Ahadi

Title: Director of Sales

Date: 7/22/2023

Signature: DeeOnda Ahadi

# 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 Holiday Inn Resort, South Padre, 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 Holiday Inn Resort, South Padre, 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 Holiday Inn Resort, South Padre, 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 Holiday Inn Resort, South Padre, 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