



Kimberly J. Williams, JD
Harris County Purchasing Agent

September 8, 2025

SUPPLEMENTAL ITEM

Commissioners Court
Harris County, Texas

RE: Texas Local Government Code § 262.0225(d) & § 262.045

Members of Commissioners Court:

Please approve the first of four (4) renewal options and the attached Order authorizing the County Judge to execute the attached Agreement for the following:

Description: Venue and Catering Services for the Senior Luncheon for Harris County Precinct 1

Vendor: Marriott Marquis Houston

Term: December 1, 2025 – November 20, 2026

Amount: \$131,250

Reviewed by: X Harris County Purchasing X Precinct 1

A purchase order will be issued upon Commissioners Court approval.

Sincerely,

Kimberly J. Williams, JD
Purchasing Agent

ATS
Attachments
cc: Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 18, 2025



Tuesday, August 26, 2025

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Marriott Marquis Houston, 1777 Walker Street, Houston, TX, 77010, (713) 654-1777 and Harris County Precinct One.

ORGANIZATION: Harris County Precinct One (hereby referred to as "Group")

CONTACT:

Name: Rodney Ellis
Marriott Bonvoy Member:
Street Address: 7901 El Rio
City, State, Postal Code: Houston, TX, 77054
Country/Region: United States
Phone Number: (832) 725-8289
Email Address: Dee.cleare@cp1.hctx.net

HOTEL CONTACT:

Name: Andrae Swilley
Job Title: Catering Sales Executive
Street Address: 1777 Walker Street
City, State, Postal Code: Houston, TX 77010
Phone Number: (832) 943-0812
Email Address: Andrae.swilley@marriott.com

NAME OF EVENT: Harris County Commissioner Rodney Ellis Seniors Luncheon Dec 2025
REFERENCE #: M-V85D3RX
OFFICIAL PROGRAM DATES: 12/15/2025- 12/16/2025
ANTICIPATED ATTENDENCE: 2,000

TAX EXEMPTIONS

If Group maintains tax exempt status, Group must provide Hotel with a valid tax exemption certificate(s) upon contract signature in order to be exempt from tax charges. Group acknowledges that individual attendees do not qualify for tax exemptions.

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 entered into our secure online website.

Prior to the execution of this agreement Group shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Group.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

Group agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Group’s credit. If credit is approved, the outstanding balance of Group’s Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Group will raise any disputed charge(s) within 10 days after receipt of the invoice. The Hotel will work with Group in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Group 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

Group agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the Group’s event. Group may not change this form of payment.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Group, 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	# of People	Meeting Room
12/15/2025	Mon	7:00 AM	11:00 AM	Set Up	Rounds of 10	2,000	39,716 Sq Ft.
12/15/2025	Mon	11:00 AM	2:00 PM	Luncheon	Rounds of 10	2,000	

Based on the requirements outlined by Group, the Hotel has reserved the function space set forth on the Function Information Agenda in this Agreement. The Hotel is relying upon Group’s commitment of **2,000 attendees** based on a food & beverage minimum revenue requirement of **\$105,000.00++**, exclusive of service charge and tax for the event. Hotel will adjust the Function Space in direct proportion to Total Anticipated Attendance confirmed to the hotel three days prior to Event.

Based upon the figures set forth on the final program, Hotel will review function space usage with Group, and Hotel will have the right to reassign and/or release any function space in direct proportion to any reduction in the number of Group’s Event attendees, including releasing any space that is not designated on the final program. Any changes in the assignment of meeting rooms or function space shall not reduce Group’s obligation to satisfy the food and beverage requirements stated herein.

All food & beverage, meeting room rental and related services are subject to service charges (currently 25%) applicable taxes (currently 8.25%) in effect on the date(s) of the event. Meeting room rental is also subject to applicable occupancy taxes (currently 6%). Food and beverage service charge is distributed in part to wait staff and bartenders.

FACILITY FEES

Based upon the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will waive Meeting Room Rental provided Group meets the Food and Beverage Minimum Revenue Requirement of **\$105,000.00+**, exclusive of service charge and tax.

SPECIAL CONCESSIONS

In consideration of the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Group with the following special concessions with signed sales agreement:

- Waived Meeting Room Rental along with a Food and Beverage Minimum Revenue Requirement of **\$105,000.00+**, exclusive of applicable service charge and taxes (Tax Exempt)
- Choice of black or white table linen and napkins
- Complimentary set up of Hotel supplied 72” banquet round tables and banquet chairs
- Hotel supplied podium and black staging
- Marriott Bonvoy Events- Earn Up To 60,000 Points
- Discounted event self-parking rate of \$20.00 per vehicle, exclusive of applicable tax. This applies to self-parking for the Event only. This does not apply to overnight parking or valet parking. Standard parking rates will apply to vehicles parked over six (6) hours.
- Discounted event valet rate of \$38.00 per vehicle, exclusive of applicable tax. This applies to self-parking for the Event only. This does not apply to overnight parking or valet parking. Standard parking rates will apply to vehicles parked over six (6) hours
- Plated Lunch Menu of \$52.00++ Per Person, to Include:
 - Chefs choice of Pre-Set Salad
 - Chefs choice of Hot Chicken Entrée
 - Chefs choice of Pre-Set Dessert

DAMAGE TO FUNCTION SPACE

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

NO ROOM TRANSFER BY GUEST

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

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

Group agrees that it will provide a minimum food and beverage revenue of **\$105,000.00++**, (“Food and Beverage Minimum Revenue Requirement”), exclusive of applicable service charges and taxes as part of the Event. If the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue Requirement, the difference will be posted to the Master Account.

Hotel agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions.

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.

ADVANCE PAYMENT

A nonrefundable advance payment of **\$131,250.00, (100% of Food & Beverage Minimum Revenue Requirement and 25% service fees)**, will be required. This advance payment is due upon contract signature and will be credited toward the Master Account.

Deposit Amount	Due Date
\$131,250.00	Contract Signature
Any Remaining Balance	December 2, 2025 (10 days prior to Event)

CANCELLATION

Group agrees that it will provide a Minimum Banquet Food and Beverage Revenue of **\$120,000.00+**, (exclusive of applicable service charges and taxes) for the Event.

In the event of a group cancellation occurring from date of agreement to 60 days to arrival date, liquidated damages in the amount of one hundred percent (100%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

Date of Cancellation	Liquidated Damages Due
Date of this agreement to arrival date	100% of Food and Beverage Minimum Revenue Requirement

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 Group 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 Group 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.

DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other’s costs and attorney’s fees.

LIQUOR LICENSE

Group 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.

Group 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 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 Group's needs. If such special setups or extraordinary formats are requested, Hotel will present Group two (2) alternatives: (1) charging Group the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

Encore is Hotel's preferred provider for audio/visual needs. Group may utilize a different Audio-Visual Company of their choice for all Audio, Video, Lighting, and Décor needs. Because the use of another provider will necessarily involve the use of some of Hotel's and Encore's equipment and expertise, a separate fee will be charged if Group selects such a provider.

However, for the safety and security of the Hotel's guests, staff and building infrastructure Encore will remain the exclusive provider in the "Event Technology" areas of the below mentioned including the labor for each line. These areas are non-negotiable.

- Rigging (+Labor)
- Electrical (+Labor)
- Information Technology/Internet
- In-House sound and patching (outside vendors may not patch into any in-house audio system)

Hotel will establish guidelines to protect its internal systems and to ensure the safety of both workers and guests, as well as reasonably compensate hotel for labor, overhead expenses and damages incurred when using outside vendors. Hotel will provide a copy of Hotel Guidelines for Audio Visual & Production once established. All Group using Hotel's facilities are required to abide by these policies. Group understands that the Hotel regulations define fees and procedures that will apply to outside vendors that may be contracted for the use of services. Group understands that these fees should be included when budgeting the total cost of using outside services.

For specific pricing please refer to your Encore Event Technology Representative.

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 Group 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 Group wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Group 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 Group, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Group 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 Group may use or request to be used at the Hotel.

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 Group 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.

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 Group has given to the Hotel. Group 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 Group.

ACCEPTANCE

When presented by the Hotel to Group, this document is an invitation by the Hotel to Group to make an offer. Upon signature by Group, this document will be an offer by Group. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Group at any time prior to Group's execution of this document, the outlined format and dates will be held by the Hotel for Group on a first-option basis until **September 4 , 2025**. If Group 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, Group 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 Group:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) Andrae Swilley

Title: (Print) Senior Catering Sales Executive

Signature: _____

Date: _____

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF GROUP SALES AGREEMENT BETWEEN
HARRIS COUNTY AND MARRIOTT MARQUIS HOUSTON**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Group Sales Agreement between Marriott Marquis Houston and Harris County; for a Seniors Luncheon on December 15, 2025; for an amount of \$131,250, as the first renewal out of four renewals for the annual Seniors Luncheon. The Group Sales Agreement is incorporated by reference for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.