

LETTER OF INTENT

October 23, 2020

Laura Massengale
Williamson County Sheriff's Department
508 S Rock Street,
Georgetown, TX 78626-5604
Phone: (512) 517-9925
Email: laura.massengale@wilco.org

Reference#: M-L4Y8IC3

Dear Laura Massengale,

Thank you for choosing **Sheraton Austin Georgetown Hotel & Conference Center**, located at 1101 Woodlawn Avenue, Georgetown, TX 78628, (737) 444-2700, to host the Cold Case Coalition Room Block. This letter outlines the requirements we discussed for your event. We are committed to meeting your needs, delighting your guests, and providing high quality service and attention to detail during your group's stay.

Rooms Information: The Hotel agrees that it will provide, and Williamson County Sheriff's Department intends to use, 30 room nights in the pattern set forth below:

Date	Day	Run of House	Total Rooms
11/15/2020	Sun	10	10
11/16/2020	Mon	10	10
11/17/2020	Tue	10	10

Start Date	End Date	Room Type	Rate
11/15/2020	11/17/2020	Run of House	\$119.00

Hotel's room rates are subject to applicable state and local taxes (currently **13%**) in effect at the time of check-out.

State Cost Recovery Fee: Texas law imposes a margin tax on each company conducting business in Texas, including the Hotel Owner. To recover the cost of the margin tax, guest room rates are subject to a "State Cost-Recovery Fee" (currently 0.79% of the room rate, plus applicable state and local taxes). Although the fee is not a government mandated charge, the state allows this charge to be passed on to the custom.

The group room rates listed above are net non-commissionable. Williamson County Sheriff's Department will be responsible to pay any commissions due to any agency for this event.

Method of Reservations: Reservations for the Event will be made by individual attendees directly with Marriott reservations at **1-800-477-3340**.

All reservations must be guaranteed with a major credit card. The hotel will not hold any reservations unless secured by credit card.

Reservations for all guests must be received on or before **5:00 PM CST, Sunday, November 1, 2020, (the "Cutoff Date")**. After the Cutoff Date, the hotel will release any unreserved rooms for general sale and, in the hotel's discretion, will accept reservations at Williamson County Sheriff's Department's group rate, on a space and rate available basis.

If for any reason, you no longer need the block of rooms, please let us know as soon as possible, and we will be happy to cancel the room block, without charge to the group. The cancellation policy applicable to individually made reservations will continue to apply.

Williamson County Sheriff's Department agrees that neither the Group nor attendees of the Event shall be authorized to resell room reservations made pursuant to this letter.

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

This letter 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 Williamson County Sheriff's Department agree to cooperate with each other to ensure compliance with such laws.

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

Affiliate or Competing Group: Williamson County Sheriff's Department agrees that they are not affiliated or competing with any other group currently booked in the Hotel over the dates of this event. Should Hotel determine that group is affiliated with or a competitor of another group currently booked in the Hotel, Williamson County Sheriff's Department agrees that Hotel may cancel this contract, upon written notice to Williamson County Sheriff's Department.

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.

Williamson County Sheriff's Department 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.

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.

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 Williamson County Sheriff's Department 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.

Confirmation: Please confirm that this letter correctly reflects your needs and your intent to hold the Event by providing your signature below. Your confirmation must be received by **5:00 PM CST, Monday, October 26, 2020**. It will be left to Hotel's discretion, based on room and rate availability, to accept this business after such date.

The Hotel's Event Manager will contact you shortly to discuss the details of your Group's stay. However, in the meantime, if you have any questions, please feel free to give me a call.

Geoffrey Hunter / sr
Sales Manager
(847) 232-5379 / Fax: (877) 370-9867
Geoffrey.Hunter@marriott.com

Name: Judge Bill Gravell Jr.

Title: County Judge

Signature: *Judge Bill Gravell Jr.*
Judge Bill Gravell Jr. (Nov 4, 2020 09:29 CST)

Date: Nov 4, 2020









Agenda item #21, 11.03.2020, Cold Case Coalition Room Block, Sheraton Hotel

Final Audit Report

2020-11-04

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