

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO SHI GOVERNMENT SOLUTIONS, INC.'S AGREEMENT
 (BuyBoard Contract No. 661-22)**

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and SHI Government Solutions, Inc., ("SHI"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to SHI Government Solutions, Inc.'s Agreement on or about February 8, 2022 (the "Agreement"), which is incorporated fully by reference, for the purchase of specified software products and services, and data collection & implementation services (collectively the "Services"); and

County and SHI desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** SHI shall resell additional product and/or Services as described in SHI's Pricing Proposal (Quotation #: 24193567), attached as Exhibit "1" and incorporated fully by reference; and in accordance with the requirements and specifications of BuyBoard Contract #661-22. Concerning the product and/or Services described in Exhibit 1, OpenGov, Inc. will provide services as more specifically described in the Statement of Work (Version Number 2;; Creation Date 10/12/2023; Document Number: PS-04315), which is attached as Exhibit "2" and incorporated fully by reference.
2. **Term.** This Amendment is effective as of January 1, 2024, and shall expire no later than December 31, 2031, unless terminated sooner pursuant to this Agreement. Neither the Agreement nor this Amendment shall automatically renew.
3. **Limit of Appropriation.** SHI's fees shall be calculated at the rates set forth in the attached Exhibit 1. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit 1 is \$439,686.76.00. The Limit of Appropriation payable to SHI for product and/or Services rendered under the Agreement is hereby increased to an amount not to exceed \$3,650,316.63, authorized as follows:

\$3,210,629.87 under the Agreement; and
 \$439,686.76 under this Amendment to the Agreement

In no case shall the amount paid by County for all product and/or services under the Agreement and this Amendment to the Agreement exceed the above Limit of Appropriation without an agreement executed by the parties.

4. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
6. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
7. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

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IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie

Information Technology Office

SHI GOVERNMENT SOLUTIONS, INC.

DocuSigned by:

Ian Nix

E321112F0F17422...

Authorized Agent – Signature

Ian Nix

Authorized Agent- Printed Name

Manager- Contracts

Title

12/13/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit 1: SHI's Pricing Proposal (Quotation #: 24193567); and

Exhibit 2: OpenGov, Inc.'s Statement of Work

EXHIBIT 1



Pricing Proposal
 Quotation #: 24193567
 Created On: 11/17/2023
 Valid Until: 12/31/2023

TX-County of Fort Bend

Jennifer Edwards

301 Jackson Street
 Richmond, TX 77469-3108
 United States
 Phone:
 Fax:
 Email: jennifer.edwards@fortbendcountytexas.gov

Inside Account Manager

Lauren Allen

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-868-6210
 Fax:
 Email: lauren_allen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	Facilities Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2024 – 12/31/2024 Note: Billed Annually	1	\$25,000.00	\$25,000.00	\$25,000.00
2	Parks & Recreation Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2024 – 12/31/2024 Note: Billed Annually	1	\$12,500.00	\$12,500.00	\$12,500.00
3	Facilities Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2025 – 12/31/2025 Note: Billed Annually	1	\$26,250.00	\$26,250.00	\$26,250.00
4	Parks & Recreation Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2025 – 12/31/2025 Note: Billed Annually	1	\$13,125.00	\$13,125.00	\$13,125.00
5	OpenGov Deployment - One Time Fee OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Note: 25% at completion of production deployment, or 6	1	\$14,512.50	\$14,512.50	\$14,512.50

months from execution, whichever is sooner - 64.5 Hours

6	Facilities Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2026 – 12/31/2026 Note: Billed Annually	1	\$27,563.00	\$27,563.00	\$27,563.00
7	Parks & Recreation Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2026 – 12/31/2026 Note: Billed Annually	1	\$13,781.00	\$13,781.00	\$13,781.00
8	Facilities Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2027 – 12/31/2027 Note: Billed Annually	1	\$28,940.00	\$28,940.00	\$28,940.00
9	Parks & Recreation Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2027 – 12/31/2027 Note: Billed Annually	1	\$14,470.00	\$14,470.00	\$14,470.00
10	Facilities Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2028 – 12/31/2028 Note: Billed Annually	1	\$30,388.00	\$30,388.00	\$30,388.00
11	Parks & Recreation Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2028 – 12/31/2028 Note: Billed Annually	1	\$15,194.00	\$15,194.00	\$15,194.00
12	Facilities Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2029 – 12/31/2029 Note: Billed Annually	1	\$31,907.00	\$31,907.00	\$31,907.00
13	Parks & Recreation Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software	1	\$15,954.00	\$15,954.00	\$15,954.00

Contract #: 661-22

Coverage Term: 1/1/2029 – 12/31/2029

Note: Billed Annually

14	Facilities Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2030 – 12/31/2030 Note: Billed Annually	1	\$33,502.00	\$33,502.00	\$33,502.00
15	Parks & Recreation Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2030 – 12/31/2030 Note: Billed Annually	1	\$16,751.00	\$16,751.00	\$16,751.00
16	Facilities Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2031 – 12/31/2031 Note: Billed Annually	1	\$35,178.00	\$35,178.00	\$35,178.00
17	Parks & Recreation Domain OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2031 – 12/31/2031 Note: Billed Annually	1	\$17,589.00	\$17,589.00	\$17,589.00
18	OpenGov Deployment - One Time Fee OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 1/1/2024 – Note: Billed Upfront - 64.5 Hours	1	\$14,512.50	\$14,512.50	\$14,512.50
19	OpenGov Deployment - One Time Fee OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Note: 25% at completion of assessment/delivery, or 3 months from execution, whichever is sooner - 64.5 Hours	1	\$14,512.50	\$14,512.50	\$14,512.50
20	OpenGov Deployment - One Time Fee OpenGov - Part#: Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Note: 25% at completion of test deployment, or 4 months from execution, whichever is sooner - 64.5 Hours	1	\$14,512.50	\$14,512.50	\$14,512.50
21	OpenGov Deployment - One Time Fee OpenGov - Part#:	1	\$14,512.50	\$14,512.50	\$14,512.50

22	OpenGov Deployment - Travel & Expenses	1	\$0.00	\$9,032.26	\$9,032.26
	OpenGov - Part#:				
	Contract Name: BuyBoard - Technology Equipment, Products, Services and Software				
	Contract #: 661-22				
	Note: Billed as Incurred as Defined in the SOW				
					Subtotal \$439,686.76
					Shipping \$0.00
					Total \$439,686.76

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

EXHIBIT 2



Statement of Work

County of Fort Bend, TX

Creation Date: 10/12/2023

Document Number: PS-04315

Version Number:2

Created by: Jennifer Nordin

2023 Enterprise Asset Management Statement of Work v1

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1. Overview and Approach

1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for County of Fort Bend, TX ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Master Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Enterprise Asset Management as defined in the OpenGov Responsibilities section of this document (Section 2.4). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Enterprise Asset Management solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2) , and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Enterprise Asset Management
 - i. OpenGov will provide all services remotely via audio; video; and web conferences unless otherwise noted.
 - ii. OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
 - iii. OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.
 - iv. OpenGov assumes that the customer accepts EAM upon the completion of the go-live event

2.4. Exclusions

The following service items are not included in the scope of this project:

- A. Implementation of any custom modification or integration developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed in Appendix B.
- B. Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed in Appendix B.
- C. Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed in Appendix B.

2.5. OpenGov Responsibilities

2.5.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. Collaborate with your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services contract.

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.5.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration

- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.5.3. Activity 3 – OpenGov Domains

OpenGov will provide the following:

Enterprise Asset Management Domains

- A. Parks and Rec
- B. Facilities

Completion Criteria:

This activity will be considered complete when:

- Instance setup is completed
- Requirements Gathering is completed
- Start up Data is loaded
- Asset Installation in completed

Deliverable Materials:

- Formal sign off document

When performing services for Customer at Customer facilities, OpenGov shall comply with, and ensure that all OpenGov personnel comply with, all rules, regulations and policies of Customer that are communicated to OpenGov in writing in advance of the visit, including security procedures, building security procedures, including the restriction of access by Customer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

2.5.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions or through OpenGov University Training courses, including training videos. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor. Customer will have access to training videos while OpenGov provides services to Customer.

Completion Criteria:

- Software training is delivered

Deliverable Materials:

- Formal sign off document

2.6. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.6.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.7. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the services in Appendix B as listed, if any; or

B. The End date is reached

2.8. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of nine months after signatures ("End Date") or on other dates mutually agreed to between you and OpenGov.

2.9. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Enterprise Asset Management Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Enterprise Asset Management	Integrations / Conversions								
	Define and Plan								
	Design								
	Build and Test								
GoLive Support	Deliver								
	Hypercare								

Timeline is dependent on the number of phases and other factors. Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.

2.10. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

The Professional Services will be billed on the following milestones:
25% upon execution of this Statement of Work
25% at the completion of the assessment/delivery, or three (3) months from execution of this Statement of Work, whichever is sooner.
25% at the completion of the test deployment, or four (4) months from execution of this Statement of Work, whichever is sooner.
25% at the completion of production deployment, or six (6) months from execution of this Statement of Work, whichever is sooner.

Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. OpenGov shall not exceed the estimated \$9,032.26 expenses without written approval from the Customer.

2.11. Offer Expiration Date

This offer will expire on December 22, 2023 unless extended by OpenGov in writing.

2.12 Insurance Requirements

- A. Prior to commencement of the Services, OpenGov shall furnish Customer with properly executed certificates of insurance which shall evidence all insurance required below and OpenGov will endeavor to provide 30 days' prior written notice to Customer prior to cancellation. OpenGov shall provide copies of insurance endorsements if requested by Customer. OpenGov shall maintain such insurance coverage from the time services commence until services are completed and provide replacement certificates and/or endorsements for any such insurance expiring prior to completion of services. OpenGov shall obtain such insurance from such companies having Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall evidence such insurance of the following types and minimum limits:
1. Workers Compensation in accordance with the laws of the State of Texas or the equivalent statutory coverage for their home state. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Automobile Liability coverage applying to non-owned and hired automobiles with limits not less than \$1,000,000 each accident combined single limit for Bodily Injury and Property Damage combined.
 5. Technology Errors and Omissions Liability Insurance may be on a Claims Made form with limits not less than \$1,000,000 per claim.
- B. Customer and the members of Customer's Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation, Employers' Liability, and Technology Errors and Omissions Liability (if required). All Liability policies written on behalf of OpenGov shall contain a waiver of subrogation in favor of Customer and members of Customer's Commissioners Court. For Commercial General Liability, the Customer shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, OpenGov warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Statement of Work and

that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Statement of Work is completed.

- D. OpenGov shall not commence any portion of the work under this Statement of Work until it has obtained the insurance required herein and certificates of such insurance have been filed with Customer.
- E. No cancellation of or changes to the certificates, may be made without endeavoring to provide thirty (30) days prior, written notification to Customer.
- F. Approval of the insurance by Customer shall not relieve or decrease the liability of OpenGov.

2.13 Customer Data.

Nothing in this Statement of Work will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. For the avoidance of doubt, Customer owns all right and title to Customer data under this Statement of Work. Upon expiration or termination of this Statement of Work or upon request by Customer, the Customer will be able to retrieve a copy of Customer data from Customer in a standard industry format, at no additional cost to Customer. Nothing in this Statement of Work will be construed to waive the requirements of any record retention laws applicable to Customer.

2.14 Travel.

Mutually approved travel and mileage expenses incurred in the performance of required services will be reimbursed to OpenGov to the extent that those costs that do not exceed Customer's travel reimbursement allowances. A copy of the Customer's Travel Policy with those reimbursement limits is attached and incorporated as Appendix C to this Statement of Work. OpenGov will not be reimbursed for costs in excess of those listed in Appendix C.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- **Change Order** - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

Setup

OpenGov will:

- Setup a hosted, sandbox and production OMS environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Requirements Gathering

OpenGov will

- Provide a three-day (3-day) onsite requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Configurations

OpenGov will:

- Provide configuration services, including:
 - o Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - o Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - o Up to twenty (20) automations
 - o Up to twenty (20) preventative maintenance plans

Training

OpenGov will:

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - o Dashboards
 - o Standard KPI/ROI Gadgets
 - o Logins/Permission
 - o Layers
 - o Filters

- o Maps
 - o Grids
 - o System Navigation
 - o Views (List & Detail)
 - o Standard Reports
 - o Attachments
 - o Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
 - Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
 - Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
 - Provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - o OMS Esri integration configuration options
 - o Integration functionality (basemap and feature)
 - o Overall Esri integration requirements, considerations, and OpenGov recommended best practices

Train the Trainer Training Event

- Provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and your project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
 - o Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - OpenGov recommended best practices for Request and Requester Management
 - o Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - OpenGov recommended best practices for Work Management
 - o Asset Management:
 - Asset Details
 - Preventative Maintenance Plans

- Inspections
- Linked assets (if applicable)
- Container/Component Relationships (if applicable)
- OpenGov recommended best practices for Asset Management
- o Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager

Advanced Training Topics:

- Provide **Preventative Maintenance Plans** remote train-the-trainer training, up to three (3) hours. Training topics include:
 - o Preventative Maintenance
 - o OpenGov recommended best practices for proactive asset management
- Provide **Advanced Inspections** and **Asset Condition Manager** remote train-the-trainer training, up to three (3) hours. Training topics include:
 - o Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates

- o OpenGov recommended best practices for advanced inspections and condition management
- Provide **Internal Request** remote train-the-trainer training, up to two (2) hours. Training topics include:
 - o Internal Requests
 - Users
 - Views
 - Issue Library settings and management
 - o OpenGov recommended best practices for advanced request management
- Provide **Asset Builder** remote train-the-trainer training, up to two (2) hours. Training topics include:
 - o OMS Administrator
 - Structure Manager
 - Library Manager
 - Layout Manager
 - User/Role Configurations
 - o OpenGov recommended best practices for expanding the system's use and/or building assets

Go-Live Support

OpenGov will:

- Provide a three-day (3-day) onsite to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and OpenGov's project managers. Topics may include any of the following:
 - o Refresher training for items listed in the scope of work
 - o Software and process support for staff during production roll out
 - o Field, Layout, and Report configuration guidance, if applicable

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by your staff, OpenGov will load the data into your sandbox or production OMS environment. Data loads may include data such as:
 - o Parent level asset records
 - o Asset location (spatial x/y) attributes
 - o Parent level resource (Labor, Equipment Material, Vendor) records
 - o Resource Rate (Labor, Equipment, Material) records
 - o Standard system libraries

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - o Parks and Recreation (10)
 - Athletic Space; Fence; Park; Park Structure; Playground Equipment; Bench; Landscape Area; Park Amenity; Playground; Tree
 - o Facilities (25)
 - Facility; Other Site Construction; Selective Building Demolition; Site Improvement; Site Preparation; Facility Floor; Basement

Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility
Equipment; Fire Protection; Foundations; Furnishings; HVAC; Interior
Construction; Interior Finishes; Plumbing; Roofing; Site Electrical Utilities;
Site Mechanical Utilities; Spaces; Special
Construction; Stairs; Superstructure

- o Up to three (3) custom asset types.

Annex B

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

Revised September 26, 2023, Effective October 1, 2023

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

OUT OF STATE TRAVEL:

Authorization: The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Documentation: The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

LODGING (In and Out of State):

Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas**

Contract rate (not the government rate) and be prepared to provide the County's agency #: C0790. Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with the reimbursement request.

If all rooms are booked at the host hotel and no accommodation is available at or below the GSA rate, you may book a room at another hotel at a rate equal to or lower than the conference/seminar rate.

If all rooms are booked at the host hotel and no accommodation is available at or below the GSA rate or at the conference/seminar rate, you may provide three (3) comps to support the higher rate. This will serve as the justification for the higher rate. The comparable hotels should be within five miles of the host event and should be of similar hotel class.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate.

If a traveler cannot find a traditional hotel, a direct rental (Airbnb, VRBO, etc.) is allowable. All previous maximum daily rates still apply. Any fees incurred through a direct rental must also be included in the daily rate calculation and remain below the limits. Fees may include, but are not limited to, cleaning fees, extra guest fees, or service fees. (Taxes are not included in this calculation, as they are charged to hotel stays as well).

Travel websites including but not limited to Expedia and Travelocity shall not be used to book lodging.

In order to qualify for any of the above-mentioned exceptions, a lodging reservation must be made 14 days prior to travel. If travel is required without 14-day notice, the traveler must provide back-up which explains why the 14-day advance booking was not possible.

Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees allowable: Self-parking

Additional fees allowable with justification: Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

Fees not allowable: Internet, phone charges, laundry, safe fees

Gratuities: Gratuities are not reimbursable for any lodging services.

Overpayments by County: Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

Procurement Card: The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable. The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

Changes/Modifications to Reservation – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

County Exemption Status – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

MEALS:

Meals including in-state and out-of-state will be reimbursed to the traveler at a flat rate of \$70 (full day). The travelers per diem on the departure day and final day will be at 75% of the per diem, which is \$52.50. The amount reimbursed will be paid through payroll and is subject to federal taxation.

Late Night Arrival – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

Day trips: Prior to 01/01/2024 – Meals will not be reimbursed for trips that do not require an overnight stay. Effective 01/01/2024 - The traveler is subject to per diem reimbursement. Day trip includes a trip outside the County that requires a traveler to leave Fort Bend before 7:00 AM and/or return to the County after 6:00 PM will be eligible for reimbursement at 75% of the per diem, which is \$52.50. Amount reimbursed for day trips will be paid through payroll and are subject to federal taxation.

Procurement Card: No meal purchases are allowed on any County procurement card.

Documentation: No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

TRANSPORTATION:

Personal Vehicle: Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employees vehicle odometer reading or by

a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

Allowable expenses: Parking and tolls with documentation.

County Vehicle: Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

Allowable expenses: Parking and tolls with documentation required.

Airfare: The County will only reimburse direct travel to and from a location where County-related business is being conducted. Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

Allowable Expenses: Bag fees. Fare changes are allowable if business related or due to family emergency.

Unallowable Expenses/Fees: Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

Rental Car: Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Enterprise for the State Travel Management Program is listed here: <https://comptroller.texas.gov/purchasing/programs/travel-management/rental/enterprise.php>

When making a reservation traveler should provide the County's agency # [REDACTED]. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

Enterprise:

- Optional Customer, Coupon or Corporate number is [REDACTED]
- Please enter the first 3 characters of your company's name or PIN number **FOR**
- Enterprise will automatically bill FBC when you reserve your vehicle so you need to have a purchase order before your departure.

Unallowable Fees/Charges: GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

Allowable expenses: Parking and tolls allowed with documentation.

Other Transportation: Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

Gratuities: Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

Procurement Card: The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

REGISTRATION:

Registration fees: Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

Procurement Card: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

GRANTS:

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form <https://econnect.fortbendcountytexas.gov/documents-forms/auditors-office-forms> for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

EXCLUSIONS:

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute or court order the traveler will not be held to the 75% per diem on the departure and final day of travel.