

***Attorney/Client Privileged Document***  
***Not for Distribution without Authorization***

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR PROFESSIONAL LEGAL SERVICES RELATED TO TAX INCREMENT  
REINVESTMENT ZONE NO.3**

THIS AGREEMENT FOR PROFESSIONAL LEGAL SERVICES (“Agreement”), is made and entered into by and between **Fort Bend County**, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code §262.011(d), and **The Muller Law Group, PLLC** (hereinafter “Consultant”), authorized to conduct business in the State of Texas.

WHEREAS, the Fort Bend County Commissioners Court created the Fort Bend County Reinvestment Zone Two (hereinafter “TIRZ 3”) to encourage development and/or redevelopment of the area served by the Zone and attract private investment, as authorized by Chapter 311 of the Texas Tax Code;

WHEREAS, the Fort Bend County Commissioners Court appointed the TIRZ 3 Board of Directors (hereinafter “the Board”), to make recommendations to the Court concerning the administration of this chapter in the zone;

WHEREAS, the Board has determined that this Agreement for Professional Legal Services is necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve the Zone’s purposes and seeks to enter this Agreement pursuant to Texas Tax Code Sec. 311.010, and recommends approval of the Agreement by the Fort Bend County Commissioners Court;

WHEREAS, the Fort Bend County Attorney has reviewed this Agreement in accordance with Texas Government Code Sections 41.007 and 45.179 and authorizes use of outside counsel to perform the Legal Services requested herein;

WHEREAS, this Agreement does not require an expenditure exceeding \$50,000 by the County and therefore is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code; and

WHEREAS, the services to be performed under this Agreement are being provided exclusively for, and as recommended by the TIRZ 3 Board, a county created entity, and therefore

this Agreement is not one for component purchase or a sequential purchase as defined by § 262.022 (2) and (8) of the Texas Local Government Code and as would otherwise be prohibited by § 262.023 (c) of the Texas Local Government Code;

WHEREAS (and in the alternative), this Commissioners Court also finds that this Agreement is one for a professional service as identified in the Texas County Purchasing Act, §262.024 (4) and also economic development as identified in the Texas County Purchasing Act, §262.024 (10) Texas Local Govt. Code and grants both exemption to the extent that any competitive bidding statute might apply; and

WHEREAS, the Board and the Commissioners Court find this Agreement serves a public purpose.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements set forth, the Board and Consultant agree as follows:

## **AGREEMENT**

### **Section 1. Scope of Services**

Consultant shall render Services in accordance with the Engagement Letter, attached hereto as Exhibit A, and incorporated fully herein by reference. Such service are Legal Services and shall be subject to, and as agreed to, by the County Attorney. The County Attorney shall be copied on all correspondence and invited to attend all client briefings. Services provided by Consultant do not supersede the County Attorney's authority as the County's legal advisor to County Officials, Departments and any other county entity created by law.

### **Section 2. Personnel**

- A. Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

- C. The County shall assign a qualified individual as the County's representative and as the responsible party for all contractual matters, and as the Consultant's principle contact for the execution of the work.
- D. Due to the Board being a county entity created by law, county personnel shall perform any purchasing and/or other governmental administrative services required to administer this Agreement, as with any other agreement executed by Fort Bend County.

**Section 3. Compensation and Payment**

- A. Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is fifty thousand dollars and 00/100 cents (\$50,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved amendment signed by both parties.
- B. Consultant understands and agrees that the Maximum Compensation stated herein is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit(s).
- C. Mutually approved travel and mileage expenses incurred in the performance of required services will be reimbursed to Consultant to the extent that those costs that do not exceed Fort Bend County travel reimbursement allowances. A copy of the County's Travel Policy with those reimbursement limits is attached and incorporated as Exhibit B to this Agreement. Consultant will not be reimbursed for costs in excess of those listed in Exhibit B.
- D. All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- E. County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to the County Attorney two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. The County Attorney shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

- F. The Parties acknowledge and agree that Services have been and will be supported by good and valuable consideration during the term of this Agreement, the sufficiency of which is acknowledged by the Parties.

**Section 4. Limit of Appropriation**

- A. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of fifty thousand dollars and 00/100 cents (\$50,000.00), specifically allocated to fully discharge any and all liabilities County may incur, including any reimbursable expenses.
- B. Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed fifty thousand dollars and 00/100 cents (\$50,000.00).

**Section 5. Time of Performance**

Time for performance of the Scope of Services under this Agreement shall begin with Consultant's receipt of Notice to Proceed and shall end no later than September 30, 2024, unless terminated sooner in accordance with Section 6 below. Consultant shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

**Section 6. Termination**

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the County Attorney's.
- B. Termination for Default
  - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
    - b. If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the

other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

2. If, after termination, it is determined by County that for any reason whatsoever that Consultant was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions

of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.

- C. Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.
- E. Consultant may terminate this agreement with 30 days written notice if the County fails to pay invoices in accordance with the terms of this agreement, or fails to provide information or resources required for the Consultant to complete the work desired in Exhibit A.

#### **Section 7. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request. The foregoing notwithstanding, Consultant shall be entitled to keep one copy of any such materials provided under this Agreement for Consultant compliance with its record-keeping obligations.

### **Section 9. Inspection of Books and Records**

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

### **Section 10. Insurance**

- A. Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
  - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - 2. Professional Liability insurance with limits not less than \$1,000,000.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of

the Contract 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 Contract is completed.

- D. Consultant shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Consultant.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.

**Section 11. Indemnity**

**CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT BUT ONLY TO THE EXTENT CAUSED BY THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT. CONSULTANT'S LIABILITY SHALL BE LIMITED TO THE TOTAL AMOUNT OF ALL FEES PAID UNDER THIS AGREEMENT.**

**Section 12. Confidential and Proprietary Information**

- A. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

- B. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.
- C. Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, may give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney

General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section 13. Independent Contractor**

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 14. Notices**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Notice may be sent electronically and followed up with a written document.
- C. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Attorney  
Attn: Bridgette Smith-Lawson  
401 Jackson Street, 3<sup>rd</sup> Floor  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: Purchasing Agent  
301 Jackson, Ste. 201  
Richmond, Texas 77469

Consultant: The Muller Law Group, PLLC  
ATTN: Richard Muller  
202 Century Square Blvd.  
Sugar Land, TX 77478

D. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 15. Compliance with Laws**

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Performance Standard**

- A. Consultant shall perform its services consistent with the professional skill and care ordinarily provided by members of its profession practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.
- B. Consultant does not control or influence the activities and actions of the governmental agencies that may be involved in the review and acceptance of the work produced, and the Consultant does not guarantee the actions of the agencies. The Consultant agrees to endeavor to mitigate specific issues, (if any), but does not guarantee any specific outcomes from the project work effort.

**Section 17. Assignment and Delegation**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Consultant are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. 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.

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any

material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls.

**Section 25. Certain State Law Requirements for Contracts** For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas

Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

**Section 26. Human Trafficking**

BY ACCEPTANCE OF CONTRACT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

**Section 27. Entire Agreement**

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective upon execution by County.

**FORT BEND COUNTY**

**THE MULLER LAW GROUP, PLLC**

\_\_\_\_\_  
KP George County Judge



Richard Muller (Mar 20, 2024 13:50 CDT)

\_\_\_\_\_  
Authorized Agent- Signature

Richard Muller

\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

Member

\_\_\_\_\_  
Title

Mar 20, 2024

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

**Reviewed:**

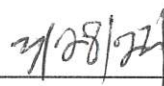


\_\_\_\_\_  
Carlos Guzman  
Director  
Economic Opportunity & Development

**Recommended for Approval:**



\_\_\_\_\_  
Chair  
TIRZ 3 Board of Directors



\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 50,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Attachments:

- Exhibit A: Engagement Letter
- Exhibit B: FBC Travel Policy

professional legal services agreement tirz 3 24-edc-100472 - muller mlt 3.15 3.19

# **Exhibit A**

## **Engagement Letter**

**MULLER**  
 **LAW**  
**GROUP**

A PROFESSIONAL LIMITED LIABILITY COMPANY

202 Century Square Blvd. Sugar Land, TX 77478 | 281.500.6050

November 16, 2023

**Delivery: Via Email**

[Carlos.Guzman@fortbendcountytexas.gov](mailto:Carlos.Guzman@fortbendcountytexas.gov)

Mr. Carlos A. Guzman

Fort Bend County

301 Jackson St.

Richmond, 77469

Re: Legal Services for Fort Bend County Tax Increment Reinvestment Zone No. 3 ("TIRZ")

Dear Mr. Guzman,

This letter, when accepted by you, will constitute the agreement for The Muller Law Group, PLLC (the "Firm"), and any successor in interest, to provide legal services to the TIRZ (the "Client") related to the matters described below.

Enclosed is a copy of our Standard Terms of Engagement for Legal Services (the "Standard Terms"), which is a separate document describing our legal relationship with you. In more detail, please review the Standard Terms document carefully and let me know if you have any questions or concerns. By signing below, you agree that you have received a copy of the Standard Terms version 2023.3 and that the terms contained in that document are part of this engagement letter.

**Scope of Engagement**

General counsel legal services to assist the TIRZ find and utilize resources to pay for public infrastructure to encourage development and/or redevelopment of an area and attract private investment.

We will prepare agendas and meeting minutes, attend board meetings and assist you in the negotiation and review (or prepare, if requested by the County/ TIRZ) of any agreements with the TIRZ related to funding eligible costs for the project.

We estimate our fees for this scope of work will range from \$30,000 - \$50,000. We will not incur fees exceeding \$50,000 without additional written authorization from you.

We sincerely appreciate the opportunity to represent you in this matter. If you have any questions related to any of the foregoing, please do not hesitate to contact me. We look forward to working with you.

Sincerely,

**THE MULLER LAW GROUP, PLLC,**  
a Texas Professional Limited Liability Company

BY:   
Joel Cleveland, Member

Enclosures:  
Standard Terms of Engagement (version 2023.3)  
MLG 2023 Hourly Rates

AGREED TO AND ACCEPTED:

**FORT BEND COUNTY**

BY: \_\_\_\_\_  
K.P. George, County Judge

Date: \_\_\_\_\_



A PROFESSIONAL LIMITED LIABILITY COMPANY

202 Century Square Blvd. | Sugar Land, TX 77478 | 281.500.6050

## STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES (VERSION 2023.3 Public)

This document sets forth the standard terms of The Muller Law Group, PLLC ("Firm") with respect to the Firm's engagement as your attorneys and is intended to be an integral part of the engagement letter that the Firm has with you as its client. These terms may only be modified by mutual written agreement or by thirty days advance written notice from the Firm. The engagement letter, as may be modified, together with these standard terms, shall constitute the agreement ("Agreement") between the Firm and the client.

### 1. Services

As your attorneys, the Firm will provide legal representation and services described under the heading "Scope of Services" in the engagement letter. Clients should have a clear understanding of the legal services the Firm will provide. Any uncertainty regarding the Scope of Engagement should be clarified promptly.

During the engagement, the Firm will at all times act on the client's behalf to the best of its ability. Any expressions by the firm concerning the outcome of the client's legal matters are expressions of the best professional judgment of the Firm's attorneys and are not guarantees. Such opinions are necessarily limited by the Firm's knowledge of the facts and are based on the state of the law at the time they are expressed. No representations have been made by the Firm regarding the successful outcome of any matter that may be covered by the Agreement.

Customarily, each client of the Firm is served by a member (i.e., partner) attorney. Subject to the supervisory role of the member attorney, the client's work may be performed by other attorneys and non-attorneys in the Firm. Such delegation may be for the purpose of involving attorneys or non-attorneys with special expertise in a given area or for the purpose of providing services in the most cost-efficient manner and on a timely basis.

### 2. Fees

Generally, legal matters will be billed one of two ways: (1) hourly, or (2) on a fixed fee basis. For some matters, the fee may be a combination of a fixed fee and an hourly charge. The applicable method of billing is indicated in the engagement letter. Unless otherwise specified in the engagement, services will be billed hourly.

For hourly matters, the Firm's fees are based on the time spent by the attorneys and non-attorneys who work on the matter. The Firm will charge for all time spent representing the client's interests, including, by way of illustration, preparing documents; telephone and office conferences with the clients and the client's

representatives, consultants, opposing counsel, governmental and administrative agency officials and staff members, and others; conferences among our legal and non-attorney personnel; factual investigation; legal research; responding to client requests to provide information to the client or other parties; drafting documents; and travel. We will keep accurate records of the time we devote daily to the client's work in units of quarters of an hour.

Although we bill hourly, we have found it cost-effective to have our work shared among clients with similar interests and to divide the resulting fees and expenses among such clients benefited by the services. In accepting these Standard Terms of Engagement, you agree to allow the Firm to represent you in matters described in the engagement letter and to participate in the shared billing among our clients when such representation benefits you and other clients of the Firm.

The hourly rates of the Firm's attorneys and non-attorneys are, from time to time, reviewed and adjusted and may be changed to reflect current levels of legal experience, changes in overhead costs, and other factors. The hourly billing rates currently in effect are listed in the attachment to the engagement letter. The Firm will review hourly rates at the end of each year, and clients should anticipate a rate increase each year.

For fixed fee matters, the engagement letter will set forth both the amount of the fee and payment terms.

The Firm will charge a fee as described in Section 9 hereof for each Public Information Act request under Chapter 552 of the Texas Government Code ("PIA Request") received and handled with respect to a client. If, in the best professional judgment of the Firm's attorneys, the Firm thinks that an exception to a PIA Request applies, the Firm will request an opinion from the Attorney General of the State of Texas, pursuant to Section 552.301 of the Texas Government Code.

The Firm's billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty (30) days of receipt. After 60 days, interest will accrue monthly based on an annual rate of 12%.

### 3. Expenses

Generally, the Firm will not charge clients for in-house expenses incurred in connection with representation. However, the Firm will charge for actual out-of-pocket expenses, including, but not limited to, filing fees, third party copy jobs, couriers and express

deliveries, travel expenses, publication, recordation, and filing fees, records retrieval, governmental records, title reports and records, and market analysis. The Firm will charge actual cost, with no markup, for these services.

Unless special arrangements are otherwise made, fees and expenses of others will be the responsibility of, and billed directly to, the client. Further, all third-party invoices in excess of \$500 may be forwarded to the client for direct payment.

#### 4. Limitations of Representation

The Firm represents only the entity(s) or person(s) named in the engagement letter as the client(s), and representation extends only to the matters specifically listed in the engagement letter, as it may be amended by mutual written agreement or thirty days advance written notice from the Firm. If an entity, that is existing or to be formed during representation, is listed as the client, it is agreed that this Firm exclusively represents the entity or entities listed as the client(s), and, absent an express agreement to the contrary, the Firm's representation (and attorney-client relationship) shall not extend to any other person or entity, including officers, shareholders, directors, partners, members, managers, owners, parent companies, subsidiaries, affiliates, and agents of the client.

In this engagement, multiple parties may be represented by this Firm in this matter and all clients are hereby advised of the hazards of multi-party representation by one attorney. An attorney is required to be impartial and loyal and to exercise independent judgment with regard to the client group as a whole. The attorney may not promote the interest of any one member of a group to the disadvantage of another in the group of clients. An attorney may act as the common representative for more than one person in a common enterprise or endeavor, for so long as their interests do not differ or potentially differ. If multiple parties are being represented in this matter, each party is advised of the benefit of obtaining the services of independent legal counsel to ensure each party's legal interests are best protected. Each party being represented is a client of the Firm and, as long as the clients' interests are not in conflict, the Firm may ethically continue to represent all parties. The client has disclosed no facts that might give rise to a conflict; however, such a possibility always exists. If any conflict does arise, the client does have the obligation to so advise the Firm. In addition to informing this Firm of any conflict which arises between or among you, each client hereby agrees to waive any and all such conflicts and agrees that there will be complete and free disclosure and exchange of all information given to this Firm in the course of this representation.

#### 5. Client Responsibilities

To enable the Firm to render effectively the legal services contemplated, the client must disclose fully and accurately all facts and keep us informed of all developments relating to the Firm's representation. The Firm necessarily must rely on the accuracy and completeness of the facts and information the client or its agents provide to the Firm.

#### 6. Internal Communications

The occasion might arise for the Firm's attorneys providing service to the client to consult with the Firm's own counsel (other firm lawyers who do not perform work for the client with respect to the engagement, or the Firm's own outside counsel) regarding the Firm's representation of the client. To the extent the Firm is addressing the Firm's own rights or responsibilities, a conflict of interest might be deemed to exist between the Firm and the client as to such consultation or resulting communications, particularly if a dispute were ever to arise between the Firm and the client regarding Bonds or matters relating to the issuance of Bonds. The client hereby consents to such consultation occurring and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify the Firm from continuing to represent the client or from acting in the Firm's own behalf, even if such consultation or communications might be deemed adverse to the interests of the client. The client acknowledges and agrees that any such consulting and communications are protected from disclosure to the client by the Firm's own attorney-client privilege.

#### 7. Confidentiality

The Firm will preserve the confidentiality of information provided by the client consistent with applicable law, including state laws relating to public information and open meetings and the State Bar Rules (defined below).

Notwithstanding the forgoing, the client authorizes the Firm to communicate with and/or provide copies of documents relating to the client's legal matter to other persons, such as financial advisors, engineers, and other consultants designated by the Client. The client understands that this request may impair the attorney-client privilege provided under state law, and the client agrees that the Firm shall have no responsibility for such loss of privilege based upon the client's request and the attendant communications and disclosures made to other persons as directed by the client.

Unless the client specifically requests otherwise, the client agrees that the Firm may indicate the general nature of the Firm's representation and the client's identity as the Firm's client on any of the Firm's marketing media, material, or other informational materials regarding the Firm and our practice.

#### 8. MLG File and Client File (Cloud Storage, Retention and Disposition)

The Firm's own documents, which it generates or receives in the course of the Firm's representation of the client ("MLG File"), may include the following (paper files, as well as information in other mediums of storage, including voicemail, email, printer files, electronic documents files, facsimiles, dictation recordings, video files, and other formats): work product generated by the Firm, such as notes, draft documents, final documents, and legal memoranda; correspondence (including email, voicemail, and text messages); administrative records; time, billing, and expense records (including draft pre-bills, final bills, and timekeeping records maintained electronically or otherwise); credit and account records; personnel and staffing materials; information uploaded and maintained in

planning, calendar, and efficiency tools, including, but not limited to, Microsoft Planner, Microsoft Teams, HotDocs, and Microsoft Outlook; and archived documents (with Iron Mountain or otherwise). The documents in the MLG File will be retained or used by the Firm for the Firm's own purposes or destroyed or otherwise disposed of, pursuant to the Firm's internal record retention policy. You do not have a right to the contents of the MLG File except as may be required under State Bar Rules.

The client will have its specific file of documents ("Client File"), of which, the Firm will be the Records Management Officer, pursuant to the terms of the client's official Records Management Policy. The Client File will only include those documents: 1) which the Firm has specifically sent to the Client File, pursuant to its established process; and 2) which are provided to the Firm by the Client and/or its Consultants. The documents in the Client File will be retained or destroyed or otherwise disposed of, pursuant to the client's Records Management Policy.

The Firm accepts no responsibility or liability, however, for any loss or damage caused by failure to retain files and/or documents for any period after such closure, and the Firm is authorized by the client to destroy the files and/or documents after such time.

Upon termination or conclusion of our engagement, the Client File shall be returned to the client, or its designee, promptly upon written request. Except as otherwise noted above, it is the client's obligation to tell the Firm which, if any, of the documents in the Client File the client would like returned. The Firm will assume the client does not wish to have any documents in the Client File returned, unless the client requests to have them returned in writing.

The Firm reserves the right to make, at the Firm's expense, copies of all documents in the Client File. The Firm will maintain the confidentiality of all documents throughout this process.

The Firm recognizes that cloud computing services offer valuable tools to our clients and has entered into arrangements with certain providers of those services to host, store, and process client data. Like online services or platforms, cloud computing services are not immune from security compromises. While the Firm maintains a cyber security risk management program, we cannot guarantee the security of any cloud computing service, including third-party cloud computing services utilized by the Firm. If the client does not wish to have its information and data stored with third-party cloud computing service providers, the client must advise the Firm not to do so. The Firm will not be responsible for security or confidentiality breaches that occur with respect to any cloud computing service.

#### 9. Termination

The attorney-client relationship will be considered terminated upon completion of any services that you have retained the Firm to perform. In addition, the client may terminate the

Agreement with the Firm at any time and retain other counsel to represent the client's interests for matters described in all or part of the Agreement. Likewise, the Firm may withdraw from representing the client at any time for any reason.

If this engagement is terminated prior to the completion of services, the client will pay all fees and expenses incurred up to and including the date of termination. If fees are a fixed fee (whether contingent or not), the client will pay the Firm a portion of that fee based on the level of progress as of the date of termination.

#### 10. Disclosure to Governmental Entity Clients

To the extent Client is a governmental entity organized and operating pursuant to the laws of the State of Texas, the Firm certifies and agrees that it (i) does not, nor will not, so long as the Agreement remain in effect, boycott Israel, as such term is defined in [Chapter 808, Texas Government Code](#), (ii) does not engage in business with Iran, Sudan or any foreign terrorist organization pursuant to Subchapter F of [Chapter 2252 of the Texas Government Code](#); (iii) is not defined on a list prepared and maintained under Sections [806.051](#), [807.051](#), or [2252.153, Texas Government Code](#); (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such terms is defined in Chapter 809, Texas Government Code; (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as such term is defined in 2274.001(3), Texas Government Code; and (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizen of or is directly controlled by the government of China, Iran, North Korea, Russia or any designated country; or (b) headquartered in China, Iran, North Korea, Russia or designated country.

#### 11. State Bar of Texas

This engagement shall be subject to the Texas Disciplinary Rules of Professional Conduct set forth by the State Bar of Texas ("State Bar Rules"). To the extent of any non-waivable conflict between the State Bar Rules and the Agreement, the State Bar Rules will control. The Texas Supreme Court in conjunction with the State Bar of Texas has promulgated "The Texas Lawyer's Creed – A Mandate for Professionalism." Clients can read the contents of the creed online at [www.txethics.org](http://www.txethics.org). The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. For more information, clients may call the State Bar of Texas at 1.800.932.1900.

**The Muller Law Group, PLLC**  
**2023 Discounted Billing Rates\***

Partner/Member Attorney*	\$360-\$565 per hour
Associate Attorney*	\$290-\$360 per hour
Senior Legal Assistant	\$250-\$290 per hour
Legal Assistant*	\$150-\$250 per hour
Legal Assistant Clerk	\$65-\$150 per hour

\*The range of hourly rates reflects personnel with different levels of experience. Appropriate billing rates will be applied from this range for individual(s) that will bill. Billing rates are subject to change as outlined in our Standard Terms of Engagement.

# **Exhibit B**

## Fort Bend County Travel Policy

# 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=printradio&utm\\_term=perdiem&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=printradio&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](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 Countyrelated 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/vendorcomparison/>. The contact information for Enterprise for the State Travel Management Program is listed here: <https://comptroller.texas.gov/purchasing/programs/travelmanagement/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 noncontract 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 to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.