

3. **Term.** The term of this Agreement shall become effective on the date of execution of this Agreement and shall expire no later than five years from the date of execution, unless terminated sooner in accordance with the Agreement. This Agreement may only be renewed upon written instrument executed by both Parties.
4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Weaver may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by Weaver, County shall notify Weaver no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

Mutually approved travel and mileage expenses incurred in the performance of required Services will be reimbursed to Weaver 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. Weaver will not be reimbursed for costs in excess of those listed in Exhibit B. Receipts evidencing travel related expenditures made by Weaver or Weaver's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor
Attn: Robert Ed Sturdivant
301 Jackson Street, Suite 701, Richmond, TX 77469

5. **Limit of Appropriation.** Weaver 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 Two Hundred Ninety-One Thousand One Hundred Six and 76/100 dollars (\$291,106.76), specifically allocated to fully discharge any and all liabilities County may incur. Weaver does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Weaver may become entitled to and the total maximum sum that County may become liable to pay to Weaver shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Ninety-One Thousand One Hundred Six and 76/100 dollars (\$291,106.76). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

6. **Public Information Act.** Weaver 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 Weaver 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 and this Addendum are not proprietary or confidential information.
7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Weaver for any reason are hereby deleted.
8. **Applicable Law; Arbitration; Attorney Fees.** 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. Limitations for the right to bring an action, regardless of form, must be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Weaver in any way associated with the Agreement.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Weaver hereby verifies that Weaver 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, Weaver 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 § 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, Weaver 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 §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, Weaver 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 §2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in §2274.001(6) and (7) of the Texas Government Code.
10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. 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. 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.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, WEAVER 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.
12. **Use of Customer Name.** Weaver may use County's name without County's prior written consent only in any of Weaver's customer lists, any other use must be approved in advance by County.
13. **Conflict.** In the event there is a conflict between this Addendum and the attached Exhibit(s), this Addendum controls to the extent of the conflict. In the event there is a conflict between this Addendum and the terms and conditions of DIR-CPO-5792, then the terms and conditions of the DIR-CPO-5792 shall control to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **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.

16. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
17. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. For the avoidance of doubt, County owns all right and title to its data under this Agreement. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
18. **Personnel.** Weaver represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Weaver shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Weaver shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Weaver or agent of Weaver who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at the County, Weaver shall comply with, and ensure that all Weaver Personnel comply with, all rules, regulations and policies of County that are communicated to Weaver in writing, including building security procedures, such as the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

19. **Compliance with Laws.** Weaver 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.
20. **Confidential Information.** Weaver 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 Weaver 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 Weaver 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 Weaver) publicly known or is contained in a publicly available document; (b) is rightfully in Weaver'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 Weaver who can be shown to have had no access to the Confidential Information.

Weaver agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Weaver 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. Weaver 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, Weaver shall advise County immediately in the event Weaver 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 Weaver will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Weaver against any such person. Weaver agrees that, except as directed by County, Weaver 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, Weaver will promptly turn over to County all documents, papers, and other matter in Weaver's possession which embody Confidential Information.

Weaver 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, will 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. Weaver 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.

Weaver in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

20. **Independent Contractor.** In the performance of work or services hereunder, Weaver 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 Weaver or, where permitted, of its subcontractors. Weaver 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.

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.
22. **Remote Access.** As applicable, if Weaver requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Weaver's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Weaver is granted remote access to County Systems:
- (A). Weaver will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
 - (B). Weaver will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Weaver will not access County Systems via unauthorized methods.
 - (C). Weaver's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - (D). Remote access is restricted only to County Systems necessary for Weaver to provide Services to County pursuant to this Agreement.
 - (E). Weaver will allow only its Workforce approved in advance by County to access County Systems. Weaver will promptly notify County whenever an individual member of Weaver's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Weaver will keep a log of access when its Workforce remotely accesses County Systems. Weaver will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
 - (F). If any member(s) of Weaver's Workforce is provided with remote access to County Systems, then Weaver's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
 - (G). Failure of Weaver to comply with this Section may result in Weaver and/or Weaver's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
 - (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Weaver, is under the direct control of Weaver, whether or not they are paid by Weaver and who have direct or incidental access to County Systems.
 - (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program

listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(EXECUTION PAGE FOLLOWS)

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, this Addendum 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 Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by both parties.

FORT BEND COUNTY

WEAVER GOVERNMENT SOLUTIONS

KP George, County Judge



Authorized Agent – Signature

Date

Donald M. Weaver

Authorized Agent- Printed Name

ATTEST:

CEO

Title

Laura Richard, County Clerk

1/30/26

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Weaver's FBC - WGS Cyber Cluster - 3-2-1 and Terms and Conditions of Sale
Exhibit B: County Travel Policy

I:\AGREEMENTS\2026 Agreements\IT\WEAVER TECHNOLOGIES LLC (26-IT-100555)\Addendum to Weaver Government Solutions' Agreement (Pursuant to DIR-CPO-5792.docx [MN 01.27.2026]

Exhibit A

Weaver's FBC - WGS Cyber Cluster - 3-2-1 and Terms and Conditions of Sale

2026

WEAVER GOV



FBC - WGS - Cyber Cluster - 3-2-1


Fort Bend County
Clay Elliot
clay.elliott@fortbendcountytexas.gov

PREPARED FOR:
Fort Bend County

DATE
January 20, 2026

2026

Texas Certified HUB 18637 1863737568500 / 531301

 Purchasing Contract
Dell DIR-CPO-5792

Hardware

Description	Price	Qty	Ext. Price
210-BCZJ POWERSTORE 1200T CUST RCK-1	\$194,962.94	1	\$194,962.94
210-BNZH PowerEdge R670 - [AMER_R670_18508]	\$32,047.94	3	\$96,143.82
Subtotal:			\$291,106.76

Coty Spengler
Account Executive

Contact:

coty.spengler@weavertech.us

2026

FBC - WGS - Cyber Cluster - 3-2-1



Prepared by:

Weaver Government Solutions

106 Green Meadows Blvd
Fredericksburg, Texas
Coty Spengler
coty.spengler@weavertech.us

Ship To:

Fort Bend County

500 Liberty St.
Richmond, TX 77469
Clay Elliot
(281) 341-4588
clay.elliott@fortbendcountytx.gov

Bill To:

Fort Bend County

500 Liberty St.
Richmond, TX 77469
Clay Elliot
(281) 341-4588
clay.elliott@fortbendcountytx.gov

Quote Information:

Quote #: 005332

Version: 2
Expiration Date: 02/27/2026

Quote Summary

Description	Amount
Hardware	\$291,106.76
Total:	\$291,106.76

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

If the order is received on or before February 13, 2026, the seller commits to providing a \$20,000 reduction to the final purchase price, provided there are no material changes to the quoted configuration.

Coty Spengler
Account Executive

Contact:

coty.spengler@weavertech.us

POWERSTORE 1200T CUST RCK-1				
MFG Part#	Description	Qty	Duration	Product Type
210-BCZJ	PowerStore 1200T Dell Customer Racked	1		Hardware
370-AEZP	384GB Appliance DIMM 192GB Per Node	1		Hardware
379-BEIM	Thank you for choosing Dell	1		Hardware
800-BBQV	Informational Purposes Only	1		Hardware
400-BOBK	PowerStore NVRAM FIPS QTY 2	1		Hardware
528-BTZK	PowerStore Base SW	1		Software
406-BCBT	25GBE OPTICAL 4 PORT CARD PAIR V2	1		Hardware
450-BBBJ	1800 WATT POWER SUPPLY PAIR L9	1		Hardware
343-BBTN	PowerStore Base Enclosure Install Kit	1		Hardware
384-BDZZ	Single Drive Failure 8+1	1		Hardware
379-BDPD	ISG Product (info)	1		Hardware
876-3332	Dell Hardware Limited Warranty	1		Services
876-3716	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	1	3 Years	Services
876-3754	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended	1	2 Years	Services
876-3808	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	1	5 Years	Services
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support visit dell official sites.	1		Services
975-3461	Dell Limited Hardware Warranty Extended Year(s)	1		Services
800-BBQV	Informational Purposes Only	1		Hardware
900-9997	On-Site Installation Declined	1		Services
400-BRXQ	P1 NVME SED NON-FIPS SSD 3.84TB	12		Hardware
828-4829	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On 5 Years	12	5 Years	Services

SKU	Description	Qty
	PowerEdge R670 - [AMER_R670_18508]	3
210-BNZH	PowerEdge R670 Server	3
321-BLNJ	2.5" Chassis with up to 10 Hard Drives (SAS/SATA) (H965i)	3
338-CSZY	Intel Xeon 6 Performance 6527P 3.0G, 24C/48T, 24GT/s, 144M Cache, Turbo, (255W) DDR5-6400	3
338-CSZY	Intel Xeon 6 Performance 6527P 3.0G, 24C/48T, 24GT/s, 144M Cache, Turbo, (255W) DDR5-6400	3
379-BDCO	Additional Processor Selected	3

412-BCBV	Heatsink for 2 CPU Configuration (CPU greater than or equal to 185W and less than 270W)	3
370-AAIP	Performance Optimized	3
370-BCCX	6400MT/s RDIMMs	3
780-BCDN	RAID 1	3
403-BDMY	PERC H965i Controller, Front, DCMHS	3
384-BBBL	Performance BIOS Settings	3
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	3
384-BDQL	PowerEdge 1U High Performance Silver Fan	3
450-BCXC	Dual, Redundant (1+1), Hot-Plug MHS Power Supply, 1500WMM (100-240Vac) Titanium	3
330-BDCM	Riser Config 8, Rear 3x16 LP (Gen5) Slots, 1x8/x16 OCP (Gen5)	3
338-CRXD	PowerEdge R670 Motherboard for RTS 1.2, ROW	3
780-BCZQ	No OCP Blanks or Cables Required	3
470-AEYU	No Cables Required	3
321-BLHX	PowerEdge 1U Standard Bezel	3
350-BDDM	Dell Luggage Tag for x8 and x10 Chassis	3
470-BCHM	Rear Filler Blank for BOSS/OCP	3
611-BBBF	No Operating System	3
605-BBFN	No Media Required	3
634-CSGX	OpenManage Enterprise Advanced Plus	3
634-CSHS	Secure Enterprise Key Manager License 3.0	3

634-CSHT	Secured Component Verification	3
634-CSHY	iDRAC10, Enterprise 17G	3
379-BFXT	Dell Connectivity Client - Disabled	3
634-CZRP	Dell Connectivity Module 17G	3
634-CZWJ	Dell Secure Onboarding Client 17G - Disabled	3
350-BCYJ	Blank Left Ear Module	3
379-BETF	iDRAC Legacy Password for OCP cards	3
770-BDMT	Cable Management Arm	3
770-BECD	ReadyRails Sliding Rails (A15)	3
340-DNSW	PowerEdge Shipping	3
340-DSGB	PowerEdge R670 Shipping	3
340-DNSY	PowerEdge 1U Shipping Material	3
389-FHHY	PowerEdge No CCC, No CE Label Marking	3
817-BBBP	None Required	3
711-7006	Dell Hardware Limited Warranty Plus Onsite Service	3
711-7098	ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended	3
711-7100	ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	3
711-7110	ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	3
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	3

975-3462	Dell Limited Hardware Warranty Plus Service, Extended Year(s)	3
900-9997	On-Site Installation Declined	3
370-BCGH	16GB RDIMM 6400Mt/s, Single Rank	48
400-AXTV	480GB SSD SATA Read Intensive 6Gbps 512e 2.5in Hot-plug AG Drive, 1 DWPD	6
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	6
540-BCRX	Broadcom 57504 Quad Port 10/25GbE, SFP28, OCP 3.0 NIC	3
407-BBXX	Dell Networking, Transceiver, 25GbE SFP28 SR, No FEC, MMF, Duplex LC	12



Cyber Cluster - 3-2-1 Option
for **Fort Bend County**

As requested by
Clay Elliot

January 13, 2026

Javier Prado
Enterprise Solutions Architect
Weaver Government Solutions

javier.prado@weavertech.us
[512-656-3606](tel:512-656-3606)
<https://www.weavergovsolutions.com>

Scope of Work

Project Plan

Executive Summary

The customer would to deploy a three PowerEdge server VMWare cluster with an iSCSI SAN leveraging PowerStore into their existing network for Cyber Cluster.

Location and Hardware Overview

Services will be performed: Combination of Onsite and Remote

Location Address(s) where services will be performed (if onsite is selected):	500 Liberty St. Richmond TX 77469
Customer Initial and Confirmation of address:	

Stakeholders

IT Operations Manager	Clay Elliott	clay.elliott@fortbendcountytexas.gov
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Project Critical Components

- **Power**
 - Data Center has: 120v // 240v with C13-C14
 - Existing PDU has enough connections
 - (6) C13 PowerEdge R670 - (2) PowerStore 1200T
- **Rack**
 - 5Us of available rack space
- **Server**
 - 5 Years ProSupport Plus 4hr MC
 - Local Storage:
 - (2) 480GB SSDs - for Hypervisor
 - NICs:
 - (1) Broadcom 57504 Quad Port 10/25GbE SFP28 OCP NIC 3.0
 - Optics: SFP28 Dell included (12)
- **Storage**
 - 12 x 3.84TB NVMe (8+1) Single Drive Failure
 - 70.66TB Effective (2:1 DRR)
- **Licensing**
 - **Licenses Procured with Bill of Materials**
 - vSphere VCF

Weaver Project Kickoff Call

- Hold a project kickoff call with all stakeholders.

- Define project roles and responsibilities
- Review project scope as defined by the SOW
- Review project timeline

Project Plan and Design

- Discover, verify, and document all current applicable equipment and configurations.
- Take pictures of applicable rack(s) if approved by customer.
- Confirm current applicable equipment settings to see if they meet best practices as needed.
- Create a Design Document of recommended changes to customer as needed.
- Deliver and review Design Document for new equipment and rollout plan.

Dell R670 Compute

Note: Provider will deploy three [3] servers. The following configuration steps will be implemented where applicable. Nodes will be connected to Cisco Switches for which the customer will provide switch-side optics/fiber patches.

- Rack and cable servers in customer supplied rack.
- Verify available IP addresses and DNS entries have been created with customer.
- Upgrade firmware to latest recommended version.
- Configure networking ports on switching.
- Deploy hypervisor on each node.
- Deploy management and configure cluster.
- Import each node and configure with storage volume for VM placement.
- Connect to APEX AI Ops
- Complete testing and validation of components, connectivity, and functionality.

Powerstore - PS1200T

- Inventory equipment and record serial numbers/service tags
- Rack and stack PS1200T storage array.
- IP and configure according to the Pre Engagement Questionnaire
- Configure networking ports on switching
- Upgrade firmware to latest recommended version
- Create up to four (4) volumes to balance workloads across both PowerStore controllers.
- Configure hosts for delayed ACK if applicable.
- Configure SCG for PowerStore.
- Connect to APEX AI Ops
- Migrate one (1) test virtual machine.

Modifications

1 Week of Migration Services — $\$6,000.00 \times 1$ \$6,000.00

Up to 40 hours to be used to perform migration services from the legacy hardware to the new hardware.

Project Closeout

- As built and or as deployed documentation.
- Take pictures of applicable rack(s) if approved by customer.
- A PDF of final documentation will be provided to the customer at the knowledge transfer.
 - Knowledge transfer will be up to 4 hours.
- Hold a project closeout call with all stakeholders.
- Confirm all tasks completed to satisfaction.
- Customer Acceptance Form to be returned same day as close out.

Total SOW Cost

Additional Items for Consideration

The following items are optional add-ons:

Block hours Less than 40

\$9,000.00

Support hours that do not expire and can be used for anything. Submit a ticket by emailing support@weavertech.us to begin using these hours.

Project Specific Assumptions

- The T&M rate for out-of-scope work or wait time onsite is \$265 per engineer hour, plus any applicable travel expenses. Provider will document any Customer-caused delays or other T&M wait time on the Customer Acceptance Form. Billing will be in fifteen (15) minute increments.
- Unscheduled re-trips to any location for any reason and through no fault of Provider will be billed at \$265 per engineer hour, plus any applicable travel expenses. All re-trips will be billed with a two (2) hour minimum.
- Weaver reserves the right to bill the customer upon the completion of milestones or phases if a project extends past two weeks.
- If Block Hours are purchased with this Scope of Work, then Weaver Technologies will invoice the Block Hours upon receiving a signed SOW or Purchase Order for this project.
- Implementation cancellations or aborts that occur within forty-eight (48) hours of the scheduled project start will be billed at fifty percent (50%) of the Services fee. Implementation cancellations or aborts that occur between two (2) to ten (10) business days prior to the scheduled project start will be billed at ten percent (10%) of the services fee. Implementation cancellations or aborts that occur more than ten (10) business days prior to the scheduled project start will not be billed.

Customer Responsibilities

- Customer will acquire and/or install all software, hardware, network wiring, permits, licenses and rights of way necessary for the completion of this project in a timeframe that allows Provider to complete or meet the project-specific milestones.
- Customer and its employees, contractors, and agents will: (a) cooperate with reasonable requests by Provider, (b) provide input throughout the project and will review progress at review meetings requested by Provider; and (c) provide Provider with access to all of Customer's relevant information, documentation, and technology, as agreed upon between the parties necessary for Provider to perform the Services. Such cooperation, input, access, are critical to this project, and Customer's representation at all review meetings is essential. Provider is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer.
- Customer will ensure that the Provider project staff is given access to all necessary facilities/workspace and is provided all furniture; supplies and equipment required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Customer will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Provider personnel are provided with all necessary safety equipment and training while on Customer's or its customer's site.
- Customer is responsible for providing VPN access to the provider. If the customer refuses to provide VPN access the provider may charge additional fees in engineer travel and hourly rates.
- Customer will be responsible for providing adequate and secure onsite storage for all deliveries.
- Customer will maintain a backup of all data and programs on affected systems prior to Provider performing the Services and during the term of the SOW. Provider will have no liability for loss or recovery of data, programs, or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- Customer will be responsible for: (a) data migration of existing data unless otherwise agreed to by Provider; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
- Customer will communicate any issues or concerns with respect to the Services or Deliverables in a timely manner.
- Customer is responsible for all required licensing and hardware. Any additional licensing or hardware that is required for completion of the project above and beyond what is included in any statement of work or bill of materials is the responsibility of the customer.

Terms

Timeframes

Services will be limited to a period not to exceed one (1) business week; provided, however, in the event the Customer suspends Provider's performance of the services, Provider's performance of this SOW shall be similarly suspended. Any such suspension will not count against the Services Schedule, nor will it result in any additional fees, costs, charges, or expenses.

Payment Criteria

Invoice/Payment Terms: Buyer's orders and purchases of products, software, and services from Weaver Technologies are governed by the terms and conditions as stated on the website at https://www.weavertech.us/payment_terms.

Taxes: Provider's pricing does not include applicable local taxes.

Scope Changes: Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this SOW requires change orders that are approved in writing by Customer and Provider (email sufficient).

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and SOW is fully executed. Upon receipt of a signed SOW and Purchase Order, Provider will contact Customer promptly to begin Services scheduling. Services Scheduling will be based upon Customer's schedule preferences/requirements and the availability of required resources.

Termination

Customer may terminate this SOW for convenience upon providing Provider with thirty (30) days written notice. Upon any termination of this SOW, Customer shall pay all of Provider's unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Provider may suspend its performance until payment is received or terminate this SOW upon written notice.

Order of Precedence

This SOW, together with the Purchase Order (if any), states all the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Provider and Customer regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this SOW. Should a conflict arise between the terms of the Purchase Order and SOW, the following order of precedence shall be followed: first, the SOW, and second the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.

Both parties agree to the terms and conditions outlined above.

COMPANY	CLIENT/CUSTOMER
_____ Full Name	_____ Full Name
_____ Title	_____ Title
_____ Business Name	_____ Business Name
_____ Signature	_____ Signature
_____ Date	_____ Date



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TERMS AND CONDITIONS OF SALE

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

These terms and conditions apply to the purchase and sale of products and services through <https://www.weavertech.us/> (referred to as the “site”) or by reference to these terms and conditions. By placing an order for such products and services, you agree to be bound by and accept these terms and conditions. If you do not agree to these terms and conditions, you should not obtain products or services from this site. These terms and conditions are subject to change by Weaver Technologies, LLC (referred to as “us” or “we”) without prior written notice at any time, in our sole discretion. The latest version of the terms and conditions will be posted on this site, and you should review these terms and conditions prior to

purchasing any product and services that are available through this site. These terms and conditions are an integral part of the Site Terms of Use that apply generally to the use of our site. You should also carefully review our Privacy Policy before placing an order for goods or services through this site.

1. Order Acceptance and Cancellation

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept, decline, or limit your order for any reason, whether or not your credit card has been charged. If your credit card has been charged and your order is canceled you will receive a prompt refund credit to your account. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item.

Once an order has been placed, it cannot be canceled unless the shipment is unavoidably delayed. In this case, we will do our best to cancel the order if requested.

We are a reseller to end user customers and do not accept orders from dealers, exporters, wholesalers, or other customers who intend to resell the products and services which are offered on our site.

We make every effort to maintain the availability of our site. However, should we experience technical difficulties, we are not responsible for orders that are not processed or accepted.

2. Payment Terms and Sales Taxes

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us prior to our acceptance of an order.

We accept all major credit cards for purchases. You represent and warrant that (a) the credit card information you supply to us is true, correct and complete, (b) charges incurred by you will be honored by your credit card company, and (c) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any. You also agree to pay all credit card processing fees that are incurred by us for using the credit card. As of 5/25/2021, those fees are:

Payments that are manually keyed-in, processed using Card on File, or manually entered using Virtual Terminal have a 3.5% + 15¢ fee.

Invoices cost 2.9% + 30¢ or 3.5% + 15¢ if processed using Card on File.

Purchase orders from businesses may be accepted upon credit approval of credit and payable on net fifteen (15)-day terms or such other terms as we may approve or require.

All payments must be in United States dollars. Current billing address and phone information must be included with every order. You agree to pay interest on all past-due sums at the highest rate allowed to be charged to the state of Texas which can be obtained here: [Interest Rate – eXpendit \(texas.gov\)](#) . We retain a security interest in the products and all proceeds

thereof until the full purchase price therefore (including taxes and additional charges) has been paid.

Charges for shipping and handling will be made in accordance with our then current shipping policies, as described below.

3. Changes in Products and Pricing

We are constantly updating and revising our offerings of products and services, and we may discontinue products and services at any time without notice. To the extent that we provide information on availability of products or services, you should not rely on such information, and we will not be liable for any lack of availability of products or services that you may order through our site.

All pricing for the products and services available on our site is subject to change. For all of our prices and products, we reserve the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances.

4. Shipping Policy

We offer a variety of shipping options to meet your shipping needs. We use only premium carriers with various delivery options available for many items. Please check the individual product page for specific delivery options. All deliveries are insured and guaranteed against loss, theft and damage. All shipping prices are quoted in United States dollars. No C.O.D. orders can be accepted.

Please note the posted shipping time frame is listed on the individual product page and may vary from item to item. The posted shipping time frame is contingent upon credit card approval and may be delayed should we experience difficulties in obtaining authorization.

There may be occasional delays beyond the posted order processing time. If the delay is more than ten (10) business days, we will send you an e-mail message notifying you of the delay. If the delay will be less than twenty (20) business days, we will ship the product as soon as it is received. If your product is on backorder for more than twenty (20) business days, we will send you an e-mail message asking if you want to cancel the order. If you do not advise us that you would like to cancel the order, we will keep the order active and continue to send you inquiries every twenty (20) business days until the order is canceled or delivery occurs.

These shipping terms are accepted by you by placing an order with us.

5. Advertising Disclaimer and Trademarks

The descriptions of products and services that are posted on our site are the representations of our suppliers. We are not responsible for the accuracy of such descriptions, nor are we responsible for typographical, pricing, product information, advertising or shipping errors.

In the event a product or service is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, we shall have the right to refuse or cancel any orders placed for products or services listed at the incorrect price. We shall have the right to refuse or cancel any such orders

whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we will immediately issue a credit to your credit card account in the amount of the charge.

All trademarks and registered trademarks relating to products and services available through our site are the sole property of their respective owners. Photographs courtesy of the respective manufacturers.

6. Disclaimer and Limitation of Liability

Our responsibility for defects relating to the products and services available on our site is limited to the procedures described in our return policy set forth below. ALL PRODUCTS AND SERVICES AVAILABLE ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE PRODUCTS AND SERVICES AVAILABLE ON THIS SITE WILL MEET YOUR REQUIREMENTS; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR THE QUALITY OF ANY PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS AND SERVICES THAT ARE NOT AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. IN NO EVENT SHALL WEAVER TECHNOLOGIES, LLC OR ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, SHAREHOLDERS, EMPLOYEES, OR OFFICERS (COLLECTIVELY, OUR "AFFILIATES") HAVE ANY OBLIGATIONS OR LIABILITIES TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFITS, FOR LOSS OF BUSINESS OR USE, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE PRODUCTS AVAILABLE THROUGH THIS SITE. NO EMPLOYEE OR REPRESENTATIVE OF WEAVER TECHNOLOGIES, LLC IS AUTHORIZED TO MODIFY THIS LIMITATION.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY (AND THE LIABILITY OF ANY OF THE PROVIDERS OF PRODUCTS AND SERVICES AVAILABLE ON OUR SITE), FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH

JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

7. Warranty and Return Policy

Most of the products and services available through our site are covered under the manufacturer's warranty, which is detailed in the product's description. If applicable, manufacturer's warranties apply from the date of shipment. You understand that we do not operate or control the products or services offered by the manufacturers participating on our site, and you agree that under no circumstances will we be liable for any damages arising out of the failure of any manufacturer to fulfill its obligations to you under any warranty, repair, customer support or similar policies covering products and services that you may purchase through our site.

While we do not offer any warranties with respect to the products and services available through our site, we are committed to working with you to ensure that every product under warranty performs to the manufacturer's specifications. We offer a twenty (20) day return policy on selected items based on the manufacturer's return policies. To return products, you must call 512-436-0415 or e-mail our Returns Department at returns@weavertech.us to obtain a Return Merchandise Authorization (RMA) number before shipping your product. NO returns of any type will be accepted without an RMA number. For faster service, please have the following information on hand when calling for an RMA number: customer name, invoice or order number, SKU number, and nature of the problem.

To expedite the processing of your refund or credit, we ask that products be returned within three (3) days of the date that we issue the RMA. All

returned products MUST be 100% complete, contain ALL original boxes and packing materials, have original UPC codes on the manufacturer boxes, and contain all manuals, blank warranty and registration cards, and other accessories and documentation provided by the manufacturer. You are responsible for shipping charges on returned items; we will match your shipping method on your replacement or exchange item(s). You must insure the shipment or accept the risk of loss or damage during shipment. We strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection.

If your order arrives in a damaged condition, save the merchandise AND the original box and packing it arrived in, and notify us immediately to arrange for a carrier inspection and a pick up of the damaged merchandise.

Some manufacturers do not accept returns of certain items for exchange, replacement or credit FOR ANY REASON, and you should check the information provided with the description of the particular product. DEFECTIVE merchandise can be returned for REPAIR only to the manufacturer directly or to any authorized service center in your area. See the description of the particular product for warranty information as provided by the manufacturer.

Questions regarding our warranty and return policies should be addressed via e-mail to returns@weavertech.us or by regular mail to Weaver Technologies, LLC, PO Box 2779, Fredericksburg, TX 78624, Attention: Merchandising. These policies set forth your sole and exclusive rights with

respect to return of products and services that you may purchase through our site.

8. Privacy and Customer Information

We are committed to protecting your privacy. To make your shopping experience more convenient, we gather information about you. We maintain the privacy of your information using security technologies and adhere to policies that prevent unauthorized use of your personal information. See our Privacy Policy.

At any time you may update your customer account information by following the instructions posted elsewhere on this site. Here you may update your name, password, billing address, shipping address, e-mail address, telephone number, and credit card information.

9. Service and Support

All requests for technical service and support with respect to the products and services available through our site should be made directly to the manufacturer in accordance with their terms and conditions as set forth in the manual and relating information accompanying their products. Should you have any other questions or concerns, you should contact us by e-mail at support@weavertech.us or by mail at Weaver Technologies, LLC, PO Box 2779, Fredericksburg, TX 78624, Attention: Merchandising. We will do our best to help you; however, we cannot guarantee that every problem will be resolved to your satisfaction.

Except as explicitly noted on this site, the services available through this site are offered by Weaver Technologies, LLC, a Texas limited liability company,

located at 106 Green Meadows Blvd, Fredericksburg, TX 78624 Our telephone number is 512-436-0415.

10. Force Majeure

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and service available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

11. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with site is in conflict or inconsistent with these terms and conditions, these terms and conditions shall take precedence.

12. Governing Law and Statute of Limitations

This site (excluding linked site) is controlled by us from our offices within the State of Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this site both of us agree that the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the courts located in Travis County, Texas with respect to such matters.

Any cause of action brought by you against us or our Affiliates must be instituted within one (1) year after the cause of action arises or be deemed forever waived and barred.


We make no representation that the products and services available through our site are appropriate or available for use in locations outside of the United States, and accessing them from territories where such products and services are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws.

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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=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.fortbendcountytx.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.