



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. County reserves the right to withhold payment pending verification of satisfactory work performed.

Mutually approved travel and mileage expenses incurred in the performance of required services will be reimbursed to Netsync 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. Netsync will not be reimbursed for costs in excess of those listed in Exhibit B. Receipts evidencing travel related expenditures made by Netsync or Netsync'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

4. **Limit of Appropriation.** Netsync 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 One Hundred Fifty-Three Thousand, One Hundred Twenty-Eight dollars and 44/100 (\$153,128.44), specifically allocated to fully discharge any and all liabilities County may incur. Netsync does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Netsync may become entitled to and the total maximum sum that County may become liable to pay to Netsync shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Fifty-Three Thousand, One Hundred Twenty-Eight dollars and 44/100 (\$153,128.44). 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.
5. **Public Information Act and Open Meetings Act.** Netsync 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 Netsync 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.

Netsync expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **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 Netsync for any reason are hereby deleted.
7. **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. 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 Netsync in any way associated with the Agreement.
8. **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, Netsync hereby verifies that Netsync 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, Netsync 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, Netsync 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, Netsync 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.
9. **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.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, NETSYNC 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.
11. **Use of Customer Name.** Netsync may use County's name without County's prior written consent only in any of Netsync's customer lists, any other use must be approved in advance by County.
12. **Performance Warranty.** Netsync warrants to County that Netsync has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Netsync will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- Netsync warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and in accordance with the requirements and specifications of DIR Contract No. DIR-CPO-4430.
13. **Conflict.** In the event there is a conflict between this Addendum and Netsync's Quote, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract No. DIR-CPO-4430, then the terms and conditions of DIR Contract No. DIR-CPO-4430 controls 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. Upon termination of this Agreement or upon request by County, the County will be able to retrieve a copy of County data from Netsync in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
18. **Personnel.** Netsync 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 Netsync 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 Netsync shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Netsync or agent of Netsync 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, Netsync shall comply with, and ensure that all Netsync Personnel comply with, all rules, regulations and policies of County that are communicated to Netsync in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including 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.** Netsync 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, Netsync shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. Netsync in providing all Services

hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

## 20. Termination.

- 20.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
- 20.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
  - (a). If Netsync fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
  - (b). If Netsync 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.
- 20.3. If, after termination, it is determined for any reason whatsoever that Netsync was not in default, or that the default was excusable, 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 § 20.3 above.
- 20.4. Upon termination of this Agreement, County shall compensate Netsync in accordance with § 3, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Netsync's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 3 above.
- 20.5. 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 Netsync.
- 20.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 20.7. Upon termination of this Agreement for any reason, if Netsync has any property in its possession belonging to County, Netsync will account for the same, and dispose of it in the manner the County directs.

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

22. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the Agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
23. **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.
24. **Remote Access.** As applicable, if Netsync requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Netsync'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 Netsync is granted remote access to County Systems:
  - (A). Netsync 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). Netsync will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Netsync will not access County Systems via unauthorized methods.
  - (C). Netsync'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 Netsync to provide Services to County pursuant to this Agreement.
  - (E). Netsync will allow only its Workforce approved in advance by County to access County Systems. Netsync will promptly notify County whenever an individual member of Netsync's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Netsync will keep a log of access when its Workforce remotely accesses County Systems. Netsync 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 Netsync's Workforce is provided with remote access to County Systems, then Netsync'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 Netsync to comply with this Section may result in Netsync and/or Netsync'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 Netsync, is under the direct control of Netsync, whether or not they are paid by Netsync 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).

## 25. Notices.

- 25.1. 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).
- 25.2. 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 Information Technology Department  
Attn: Information Technology Director  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
301 Jackson Street  
Richmond, Texas 77469

Contractor: Netsync Network Solutions, Inc.  
2500 West Loop South, Suite 410  
Houston, Texas 77027



25.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 25.1 and 25.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

25.3.1. 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.

25.3.2. 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.

(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

*KP George*

County Judge KP George

KP George

County Judge

10/24/2023

Date



ATTEST:

*Laura Richard*

Laura Richard, County Clerk

NETSYNC NETWORK SOLUTIONS, INC.

*Nicole Nordhougen*

Authorized Agent – Signature

Nicole Nordhougen

Authorized Agent- Printed Name

General Counsel

Title

10 / 04 / 2023

Date

REVIEWED:

*Robyn Doughtie*

Information Technology Department

#### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 153,128.44 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

*Robert Ed Sturdivant*

Robert Ed Sturdivant, County Auditor

Exhibit A: Netsync's Quote (AAAQ407046); and  
Exhibit B: County's Travel Policy

I:\AGREEMENTS\2024 Agreements\IT\Netsync Network Solutions, Inc (24-IT-100098)\Addendum to Agreement with Netsync Network Solutions, Inc..docx aw

ADDENDUM TO NETSYNC NETWORK SOLUTIONS, INC.'S AGREEMENT  
(24-IT-100098)

# Exhibit A

Quote #:	AAAQ407046-02
Date:	09/19/2023
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Fort Bend County Charles.King@fortbendcountytexas.gov (281) 341-4584	Leo Kamenker lkamenker@netsync.com 346.303.3912	Ashley F Freeman afreeman@netsync.com

**Please send purchase order to: PO@netsync.com**

Line #	Part	Description	Qty	Unit Price	Ext Price
<b>Main Site</b>					<b>Sub Total 153,128.44</b>
<b>NovelVox - ChatBot and AI</b>					
1.0	NV APC	InfiBot(2) Application Server License. (Subscription Cost)	2	3,996.00	7,992.00
2.0	NV CX BOT	ChatBot License - 1 message pack of 50K messages is included in text bot prices. Each message sent by InfiBot is counted as a message (Subscription Cost)	1	2,442.00	2,442.00
3.0	NV CX BOT MP	Message Pack - 50k requests. Validity - 1 Year (To be renewed on-demand, once the limit is exhausted during the ongoing validity period.)	9	407.00	3,663.00
4.0	NV CX BOT CH	License per channel for InfiBot - Webchat and SMS (Subscription cost)	2	959.04	1,918.08
5.0	NV CX BOT NLP	NovelVox NLP *Only needed if a customer requires NovelVox's NLP / Chat flow engine which will be an on-prem Rasa based NovelVox NLP engine. *If the customer is providing their own NLP engine like Google DF, IBM Watson etc, then we will not charge for our NLP / chat flow engine but customers will still require to take the bot message packs as per their consumption requirements. (Subscription Cost)	1	2,442.00	2,442.00
6.0	NV OIC	Deployment and Configuration of InfiBot (One-time cost)	1	3,700.00	3,700.00
<b>NovelVox - Digital Channels and Co-Browse</b>					
7.0	NV BS	Base Seat License (Subscription Cost)	45	71.04	3,196.80
8.0	NV VO	Integration with Cisco CCX (Subscription Cost)	45	146.52	6,593.40
9.0	NV CX 2	CXInfinity Agent Seat License Configured with Two channels - Chat and SMS (Subscription cost)	45	248.64	11,188.80
10.0	NV CX CB	Subscription based license. To be charged on the basis of number of concurrent Co Browse Agent sessions.	8	355.20	2,841.60
11.0	NV APC	App core licenses - Voice (2), Digital Channels (2), Co browse (2). (Subscription Cost)	6	3,996.00	23,976.00
12.0	NV DC IC	Deployment and Configuration of CXInfinity Server at one location (One-time cost)	1	6,068.00	6,068.00
13.0	NV AA IC	Installation pack for voice based integration with Cisco UCCX (One-time cost)	1	6,068.00	6,068.00
14.0	NV OIC	Installation pack for C-Browse	1	3,700.00	3,700.00
15.0	NV PM	Project Management Fee	1	4,070.00	4,070.00
16.0	NV NFR	Test Environment (Subscription Cost)	1	1,554.00	1,554.00
17.0	NV OIP	1 Deployment and Configuration of NFR Server at one location . (One-time cost)	1	3,700.00	3,700.00
<b>Labor</b>					
18.0	NET-PRO-SRVC	Installation & Deployment per SoW.   UC: Voice NEW Install	4	6,086.59	24,346.36
<b>Eleveo</b>					
19.0	QM-CCX-ACC-1Y	Eleveo ADVANCED Quality Management Bundle for UCCX (Apr 6, 2023 - Apr 7, 2025)	20	244.90	4,898.00
20.0	PSW	Professional services to add QM and survey features and to upgrade to 8.3.	1	9,100.00	9,100.00
21.0	TR-QM	Eleveo Call Recording and Quality Management User Training	1	3,600.00	3,600.00
22.0	TR-FB	Eleveo FeedBACK Training	1	1,440.00	1,440.00

Quote #:	AAAQ407046
Date:	08/17/2023
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
Cisco UCCX Licensing (09/01/2023-08/31/2024)					
23.0	A-FLEX-3-CC	Flex 3.0 for Contact Center	1	0.00	0.00
23.1.0	A-FLEX-CCX-P-C	On-Premises UCCX Premium Concurrent Agent Unit Price: 33.92 Each per Month Duration: 1 Years, Billing Frequency: Prepaid	13	407.04	5,291.52
23.2.0	A-FLEX-CCX-S-C	On-Premises UCCX Standard Concurrent Agent Unit Price: 24.32 Each per Month Duration: 1 Years, Billing Frequency: Prepaid	32	291.84	9,338.88
23.3.0	A-FLEX-05-12.5-K9	On-Premises UCCX Std & Prem Media Kit v12.5	1	0.00	0.00
23.4.0	A-FLEX-CCX-S-AGT	On-Premises UCCX Standard Agent License Smart Licensing	32	0.00	0.00
23.5.0	A-FLEX-CCX-P-AGT	On-Premises UCCX Premium Agent License Smart Licensing	13	0.00	0.00
23.6.0	A-FLEX-CCX-SVR	On-Premises UCCX Standard & Premium Server Smart Licensing	1	0.00	0.00

### Notes: 220048217-145062-08

UCCX, NovelVox, and Eleveo

TIPS - Technology Solutions Products and Services  
| 230105

Netsync DIR-CPO-4430 | DIR-CPO-4430  
Cisco Systems TX | DIR-TSO-4167

Total	153,128.44
Tax/Vat	0.00
Shipping	0.00
<b>Grand Total USD</b>	<b>153,128.44</b>

# Exhibit B

# 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

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](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](https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm) (be sure to check the correct fiscal year).

**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 reimbursement request.

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

**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:

**Texas:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

**Out-of-state:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

**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:** Meals will not be reimbursed for trips that do not require an overnight stay.

**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 employee's 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:** 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 Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. When making a reservation traveler should provide the County's agency # C0790. 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:**

- [REDACTED]
- [REDACTED]
- [REDACTED]

**Avis:**

- [REDACTED]
- [REDACTED]

**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 (<http://econnect/index.aspx?page=55>) 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.



# Signature Certificate

Reference number: 9PYFC-ZHGJY-RSSSF-3E5DD

## Signer

## Timestamp

## Signature

### Legal department

Email: legal@netsync.com

Sent:

03 Oct 2023 15:40:14 UTC

Viewed:

04 Oct 2023 20:22:18 UTC

Signed:

04 Oct 2023 20:24:01 UTC

*Nicole Nordhougen*

### Recipient Verification:

✓Email verified

04 Oct 2023 20:22:18 UTC

IP address: 184.99.138.224

Location: Fargo, United States

Document completed by all parties on:

04 Oct 2023 20:24:01 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.





# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2023-1079711

Date Filed:  
10/04/2023

Date Acknowledged:  
10/24/2023

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Netsync Network Solutions  
Houston, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County TX

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Agreement# 24-IT-100098  
Purchase of specified NovelVox related products and services utilizing DIR-CPO-4430

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gonzales, Diane	Houston, TX United States	X	
	Abunaja, Khalid	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)