

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND WEAVER AND TIDWELL, LLP
 FOR GOVERNMENT CONSULTING SERVICES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Weaver and Tidwell, L.L.P., (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas; hereinafter collectively referred to as ("Parties").

WITNESSETH

WHEREAS, County desires that Consultant provide consulting services, specifically including the review of the Fort Bend County Human Resources Employee Handbook Policies and Practices; and

WHEREAS, Consultant is a represents that it is qualified and desires to perform such services; and

WHEREAS, the parties wish to utilize the Omnia Partners Cooperative Purchasing Contract No. 14-17 for strategic management consulting services to public agencies through NCPA, which is incorporated fully by reference; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is pursuant to a Cooperative Purchasing Program in accordance with Chapter 271 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

1.1 Consultant shall render consulting services for County, specifically including the review of the Fort Bend County Human Resources Employee Handbook Policies and Practices and recommendations for any improvement, (hereinafter "Services"), as defined in Consultant's Proposal dated April 30, 2024, attached hereto as Exhibit A and incorporated herein for all purposes.

1.2 County, by and through the Human Resources Department, shall assign a qualified supervisor ("HR Liaison") to work with Consultant and act as a liaison between County and Consultant to assist Consultant with carrying out the terms of this Agreement and to ensure that the desired results are achieved.

1.3 County agrees to provide Consultant with access to all information that is relevant and necessary to the engagement, such as records, documentation and other matters. County will provide such additional information for the purpose of the engagement upon request by Consultant. County further agrees to allow Consultant to have communication with and/or access to persons within the organization that are determined by Consultant and the HR Liaison to be essential to the engagement.

1.4 County is responsible for identifying and ensuring that the organization complies with the laws and regulations applicable to the policies outlined in the Fort Bend County Employee Information Manual. Therefore, Consultant shall consult with County, by and through the Fort Bend County Attorney's Office, concerning any proposed changes to the Employee Handbook that may concern compliance with local, state and/or federal law.

1.5 All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

Section 2. Personnel

2.1 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in the Proposal attached as Exhibit A, is seventy-three thousand five hundred dollars and 00/100 (\$73,500.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written agreement executed by the parties.

3.2 Consultant understands and agrees that the Maximum Compensation state herein is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit(s).

3.3 Mutually approved travel and mileage expenses incurred in the performance of required services will be reimbursed to Consultant to the extent that those costs that do not exceed Fort Bend County travel reimbursement allowances. A copy of the County's Travel Policy with those reimbursement limits is attached and incorporated as Exhibit B to this Agreement. Consultant will not be reimbursed for costs in excess of those listed in Exhibit B.

3.4 All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.5 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the attached Scope of Services (Exhibit A), Consultant shall submit to County Auditor's office, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of is seventy-three thousand five hundred dollars and 00/100 (\$73,500.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed is seventy-three thousand five hundred dollars and 00/100 (\$73,500.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed from the Fort Bend County Human Resources Department and end no later than February 28, 2025. Consultant shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 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.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon fourteen (14) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

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

7.2.2 If, after termination, it is determined for any reason whatsoever that Consultant 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 Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. The consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

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

Section 10. Insurance

10.1 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

102 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Consultant, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

103 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

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

122 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

123 Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, 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. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

125 Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Consultant shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 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).

14.2 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 Human Resources Department
Attn: HR Director
301 Jackson Street, Suite 243
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Consultant: Weaver and Tidwell, L.L.P.
Attn: Partner-in-Charge
4400 Post Oak Parkway, Suite 1100
Houston, Texas 77027

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 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.

14.3.2 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.

Section 15. Compliance with Laws

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

Section 16. Performance Representation

16.1 Consultant represents to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant 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.

16.2 Consultant represents to County that the Services will materially conform to all requirements and specifications contained in the Consultant's Proposal, attached as Exhibit A.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

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

Section 19. Certain State Law Requirements for Contracts

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

19.1 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.

19.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

19.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

19.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 20. Human Trafficking

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

Section 21. Successors and Assigns

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

Section 22. Third Party Beneficiaries

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

Section 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.

Section 24. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 25. Captions

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

Section 26. Recitals

The recitals set forth at the beginning of this Agreement are incorporated herein by reference and made a part of this Agreement.

Section 27. Conflict

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

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

WEAVER AND TIDWELL, L.L.P.

M. Todd Hoffman

KP George

KP George, County Judge

September 25, 2024

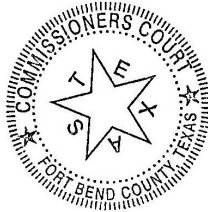
Date

Approved by Commissioners Court on 9/24/24

ATTEST:

Laura Richard

Laura Richard, County Clerk



APPROVED:

Nicole Ledet

Nicole Ledet, County HR Director

APPROVED AS TO LEGAL FORM:

LaNetra S. Lary

LaNetra S. Lary, Assistant County Attorney
Chief, General Counsel Division

Authorized Agent – Signature

M. Todd Hoffman

Authorized Agent – Printed Name

Partner

Title

8/27/2024

Date

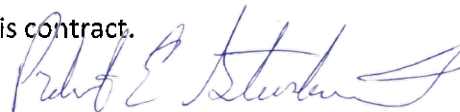
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **\$ 73,500.00** to accomplish and

Agreement for Government Consulting Services

Omnia Partners Cooperative Purchasing Program No. 14-17

pay the obligation of Fort Bend County under this contract.

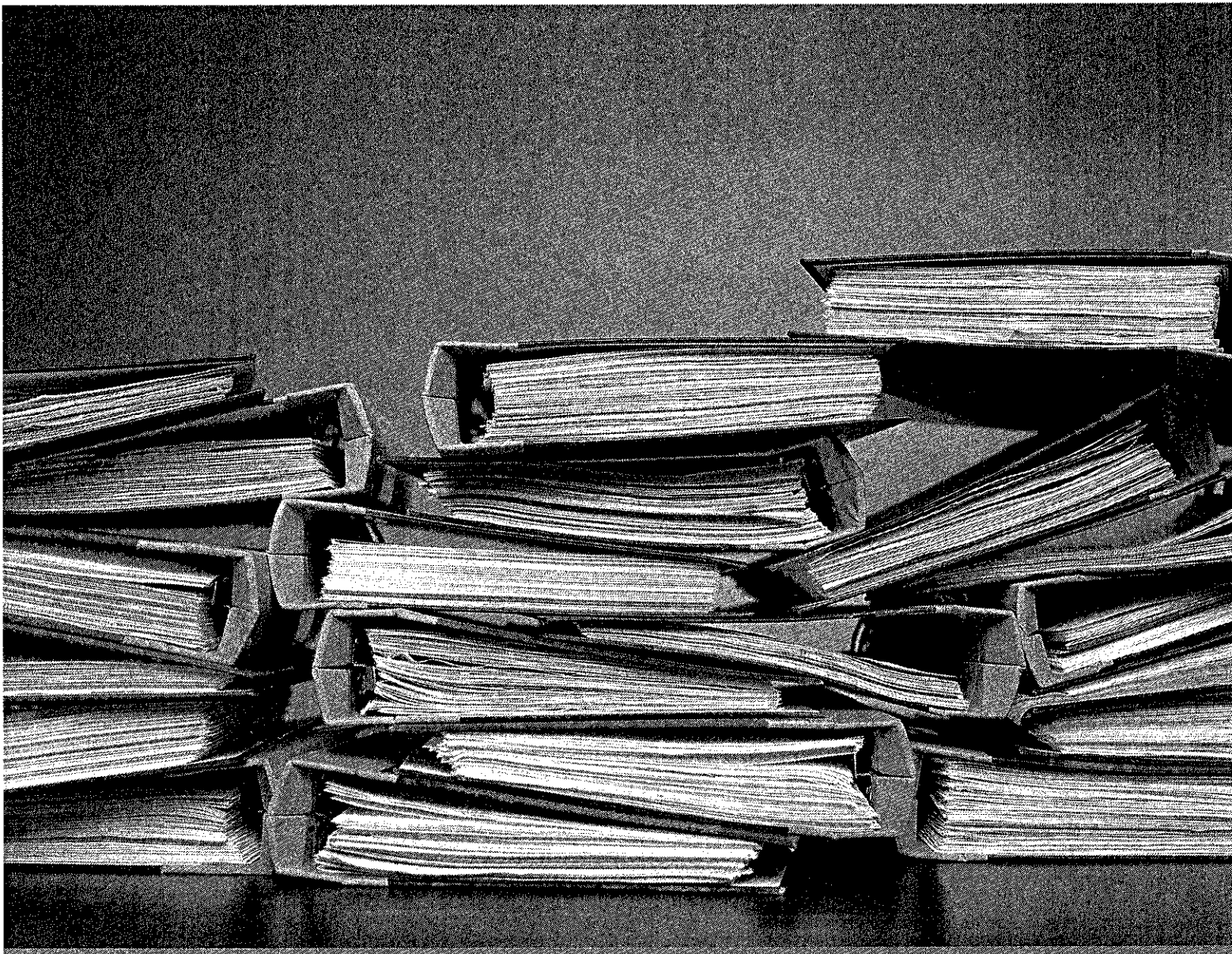


Robert Ed Sturdivant, County Auditor

I:\AGREEMENTS\2024 Agreements\Human Resources\Weaver and Tidwell LLP (24-HR-100674)\Agreement for Employment Policy Review (Isl 5.31.24).docx.

EXHIBIT A

Consultant's Proposal



Proposal for HR Performance and Policy Review

Fort Bend County

April 30, 2024

Tod Hoffman | Partner-in-Charge, Government Consulting Services
Weaver and Tidwell, L.L.P. | 4400 Post Oak Parkway, Suite 1100 | Houston, TX 77027
832.320.3244 | todd.hoffman@weaver.com





CONTENTS

Cover Letter 1

Our Firm..... 2

Our Team 4

Our Approach..... 6

Related Work 9

Estimated Fees 11

The information contained herein is provided only for the use of the intended recipient for the intended purpose, includes confidential and trade secrets information, and may be protected from disclosure by law or privilege. Unless otherwise noted, information is provided as of April 30, 2024, and is subject to subsequent revision based on changes of circumstances. Distribution is prohibited.



April 30, 2024

Paul Herrera | Purchasing / Buyer
Fort Bend County | 301 Jackson, Suite 201 | Richmond, TX

RE: Proposal for Internal Review of HR Employee Policies and Practices

Dear Mr. Herrera:

Thank you for inviting Weaver and Tidwell, L.L.P., (Weaver) to present our qualifications to Fort Bend County (the County) to provide a performance review of your Human Resources (HR) department.

Weaver is proud to provide strategic management consulting services to public agencies through NCPA, an OMNIA Partners company (Contract Number: 14-17 | Leading Agency: Region 14 ESC). We believe you'll find our experience, approach and pricing to be well-aligned with your needs.

We look forward to further discussing how Weaver can help the County meet your compliance and strategic goals.

We Want to Work with You

Thank you for the opportunity to submit our qualifications. Should you have any questions regarding our proposal or any other matter, please don't hesitate to contact me at any time.

Sincerely,

Todd Hoffman | Partner-in-Charge, Government Consulting Services
832.320.3244 | todd.hoffman@weaver.com

Weaver and Tidwell, L.L.P.
4400 Post Oak Parkway, Suite 1100 | Houston, Texas 77027
Main: 713.850.8787

CPAs AND ADVISORS | WEAVER.COM

Our Firm

Meet Weaver

Founded in 1950, Weaver has been providing assurance and advisory services to government entities for more than seven decades.

With 21 offices from coast to coast, and more than 1,700 professionals, we're committed to helping our government clients meet regulatory requirements, but we also bring a long-term perspective to help them improve their operations and services. By helping clients build mature, strategic processes and governance, we position them to effectively address problems, flag potential issues such as fraud or loss, and achieve compliance.

At Weaver, there are no "one-size-fits-all" solutions. We combine leading technical knowledge with specific industry experience to provide highly customized services tailored to each client's needs.

Industries

- ▶ Government
- ▶ Not-for-profit
- ▶ Higher Education
- ▶ Real Estate
- ▶ Construction
- ▶ Hospitality & Entertainment
- ▶ Health Care
- ▶ Professional Services
- ▶ Private Equity
- ▶ Insurance
- ▶ Technology
- ▶ Blockchain & Digital Assets
- ▶ Alternative Investments
- ▶ Financial Services
- ▶ Banking
- ▶ Manufacturing
- ▶ Distribution & Logistics
- ▶ Oil & Gas
- ▶ Energy Transition & Renewables

Services

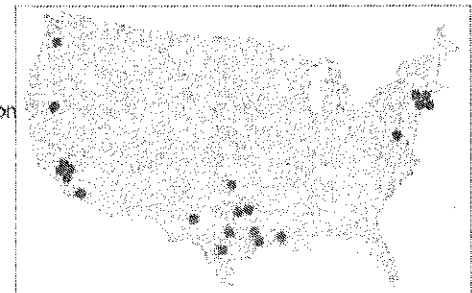
- Advisory Services**
 - ▶ Risk Advisory Services
 - ▶ IT Advisory Services
 - ▶ Digital Transformation & Automation
 - ▶ Government Consulting Services
 - ▶ Asset Management Consulting
 - ▶ Accounting Advisory Services
 - ▶ Transaction Advisory Services
 - ▶ Valuation Services
 - ▶ Forensic & Litigation Services
 - ▶ Family Office Services

Assurance Services

- ▶ Audit, Review & Compilation
- ▶ Agreed-Upon Procedures
- ▶ Employee Benefit Plan Audit
- ▶ SOC Reporting
- ▶ Attestation Services
- ▶ IFRS Assessment & Conversion

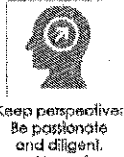
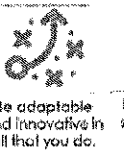
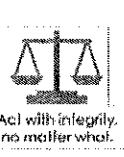
Tax Services

- ▶ Federal Tax
- ▶ State & Local Tax
- ▶ International Tax
- ▶ Personal Client Services



Our goal is to balance both high development with high performance to meet the long-term goals of each individual, team and our firm, and every person plays a part. Our core values drive everything we do at Weaver — the way we work, the way we operate and the way we serve our clients.

Our Core Values



Weaver Capabilities: Government Consulting Services

Combining extensive government advisory experience with innovative technology tools, our dedicated **Government Consulting Services (GCS)** professionals are strategically positioned to assist with opportunities to invest in the future.

In these high-visibility environments, executing large-scale change requires fresh approaches and effective ways to manage risk and report results. Not only does the federal government demand better reporting from states and municipalities, but citizens also want more transparency and accountability. They want to know *how*, *when* and *where* their tax dollars are being put to work for them.

When **efficiency**, **transparency** and **accountability** matter, Weaver's GCS team delivers the results you need.

Our results-oriented approach supports organizations undergoing transformational financial change and modernizing practices in IT, human resources, governance and other areas. From capital projects and economic development initiatives to disaster recovery readiness and ESG goals, Weaver implements innovative tools for operational excellence.

Now is the time for government entities to **transform society through innovative programs and processes** that have a meaningful impact on all our lives. From critical infrastructure to the environment, economic development, sustainability and equitable solutions, to long-term concerns and disaster recovery programs, **we're living in a time of opportunity to make a lasting difference.**

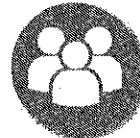
THE FOUR PILLARS OF WEAVER'S GCS



Our Team

At Weaver, we continually strive to bring our clients the best and brightest.

Our engagement teams are marked by continuity, cross-functional communication, leadership and stability — all important factors for any engagement team to be effective.



Todd Hoffman | Partner-in-Charge, Government Consulting Services | Engagement Partner

Todd has 35 years of consulting experience successfully delivering results for local and state government entities. He has led large-scale projects in business process improvement, financial and organizational assessments, grants management technology implementations, workforce development, stakeholder outreach and inclusion, employee engagement and change management and communications.

Todd is a frequent conference speaker on human capital and various performance improvement topics. He has authored numerous white papers on organizational improvement and grant management, including a recent white paper entitled ***Readying State and Local Governments for the \$550B Infrastructure Investment and Jobs Act Funding***, available via the link or QR code.



Over his career, Todd has led many high-profile government projects covering business process improvement, change management, stakeholder outreach and engagement and organizational design work.



Todd is a member of the Society for Human Resource Management (SHRM) and is skilled in Villanova University Essentials of Project Management, Lean Six Sigma and Six Sigma Green Belt. He earned a Bachelor of Business Administration, accounting, Lamar University

Representative Clients: Harris County, Tarrant County, Travis County, Bexar County, State of Arkansas, State of Oklahoma and Arizona Department of Corrections, Rehabilitation and Recovery



Hailey Cohan | Supervisor, Government Consulting Services

Hailey focuses on organizational consulting for government agencies as well as grant management and compliance.

Hailey provides risk and compliance management, business process review and reengineering, strategic planning, organizational training and change management, and talent and organizational development services.



She also has experience in statewide government agency consolidation, federal funds and grants management, broadband planning and program implementation, ERP and finance system modernization and technology strategy and advisory.

Hailey is a Board Member of Austin Women in Technology and a former Researcher at the Center for Biology and Society at Arizona State University. She earned a Master of Science in bioethics, policy and law, and Bachelor of Science in biology with a minor in business administration from Arizona State University.

Representative Clients: Harris County Universal Services, Oklahoma Office of Management Enterprise Services, Oklahoma Department of Human Services, Iowa Department of Management Division of Information Technology, Iowa Workforce Development, South Carolina State Housing Finance and Development Authority and Indian Health Service



Brandon Tanous, CIA, CFE, CGAP, CRMA | Partner, Risk Advisory Services

Brandon has over 15 years of internal audit and advisory experience, including extensive work for municipalities, government agencies, councils of government and higher education. His primary focus is on internal audit, fraud detection, business process improvement, internal control evaluation, risk management and grant and contract monitoring.

Brandon combines the insight gained from experience working inside state agencies with more than seven years at Weaver helping clients improve their organizational and compliance objectives and reduce risk.



He is also a compelling public speaker and trainer; he trains and mentors audit and client staff, teaching principles and techniques of internal audit and risk management.

Brandon is a Certified Internal Auditor (CIA), Certified Fraud Examiner (CFE), Certified Government Auditing Professional (CGAP) and holds a Certification in Risk Management Assurance (CRMA). He is a member of the Board of Governors and Past President of the Institute of Internal Auditors (IIA) (Houston Chapter) and a member of the IIA Chapter Relations Committee and the Association of Certified Fraud Examiners (ACFE). He earned a Master of Public Administration and Bachelor of Public Administration from Texas State University.

Representative Clients: City of Houston, City of Corpus Christi, Orange County (CA), El Paso County, Fort Bend County MUD 58, Houston-Galveston Area Council, Harris County Health, City of Dallas, City of Irving, City of Denton, Orange County Transportation Authority, Metropolitan Transit Authority of Harris County, Capital Metropolitan Transportation Authority, John Wayne Airport (Orange County), Texas Department of Public Safety, Texas Commission on Environmental Quality, Texas Southern University, Blinn College, Del Mar College, Lee College, College of the Mainland and Lone Star College

Our Approach

Overview

Weaver's specific experience conducting performance reviews of Human Resources (HR) practices for government entities and related institutions will inform our strategy for this engagement with the County.

Working with County staff, we'll evaluate risks and review policies and procedures and internal controls currently in place related to the County's HR framework, assessing appropriate risk coverage, compliance with State and Federal regulations, appropriate use of County resources, and timely completion of employee requests.

We'll then use this data analysis to document all compliance gaps we discover, assist in rewriting and updating the County's employee handbooks and HR policy and procedures, and advising on an internal audit and review schedule to maintain new procedures.

Phase 1: Current State Analysis.

We'll examine existing documentation and evaluate internal controls of the Current HR system for Fort Bend County. This review will help us to understand current HR Administration processes, from authorization of a position and onboarding, through performance monitoring and employee separation, to compliance reporting and employee records maintenance.

- 1** This review of the employee handbook(s) of the County will include: **EMPLOYEE HANDBOOK:**
A full review of all applicable employee handbooks across County departments for compliance to all federal, state, and local laws/regulations related to policies on employment, performance management, compensation and benefits, leave, employee grievance and disputes, safety, discrimination, harassment, diversity, equity, and inclusion and other relevant topics.

HIRING POLICIES AND PROCEDURES: We'll assess current hiring practices to ensure policies and procedures are being followed.

If we identify gaps, we'll create recommendations on how to develop compliant and efficient policies and procedures to streamline the recruitment process, ensure fairness and equal opportunity, and comply with all applicable laws. This will include reviewing job descriptions, application forms, background checks, interview processes and adhering to documented onboarding processes and procedures.

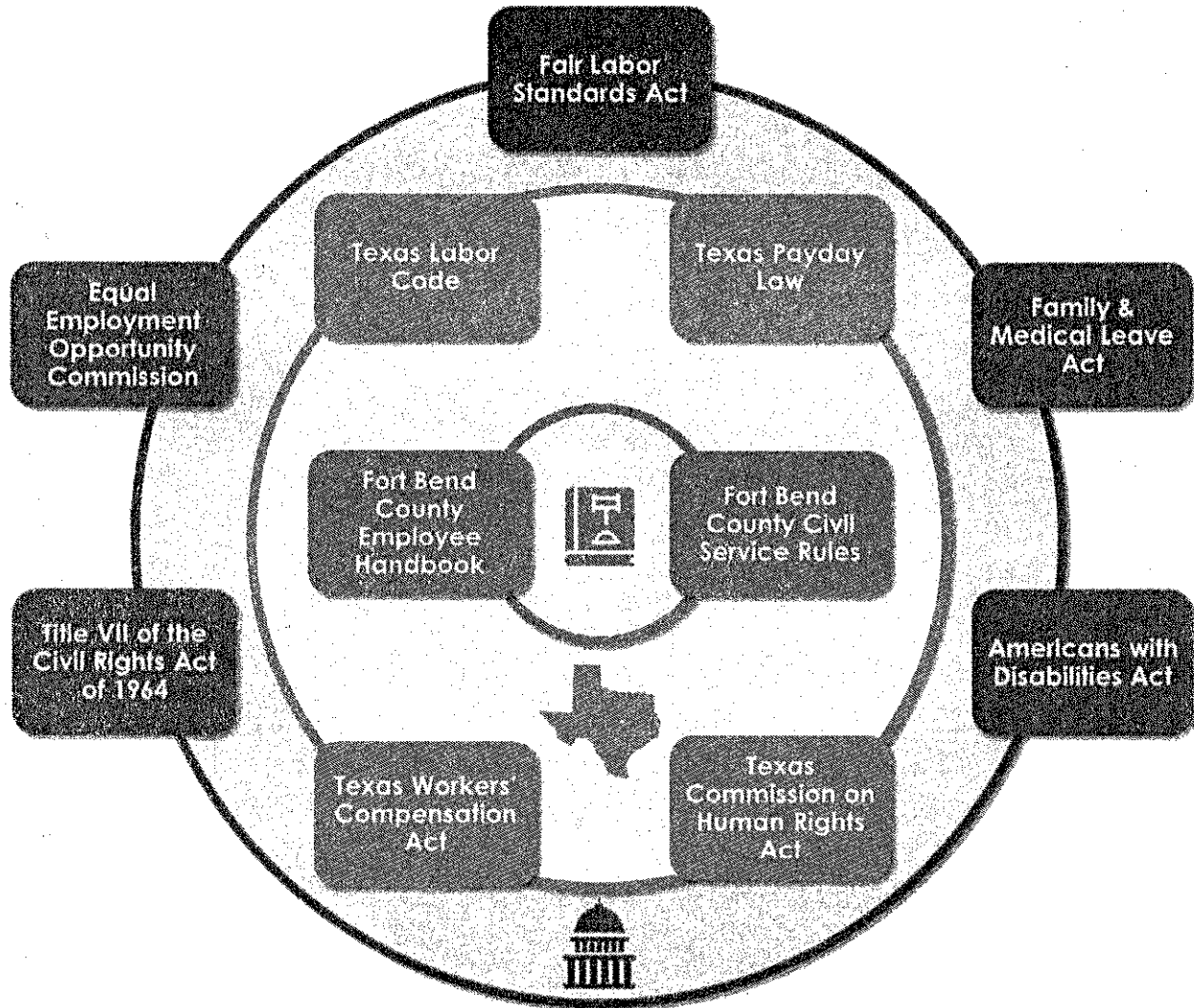
- 3** **WAGE AND HOUR LAWS:** We'll also review the County's wage and hour policies to ensure compliance with federal and state laws and practices.

This will involve aligning classification of employees, overtime policies, minimum wage requirements and other relevant regulations.

Throughout the review process, we'll identify key risks that affect HR policies and planning, including:

- ▶ Inadequate compliance with all applicable laws and regulations
- ▶ Employee resistance to change
- ▶ Outdated policies resulting in inefficiencies and increased burden on personnel

We understand that the County does not operate in a silo. Fort Bend County is heavily impacted by the regulations of the governing bodies around it. Weaver will measure compliance to all related federal, state and local laws and regulations, such as:



After our team has conducted document reviews, we'll evaluate the County's Human Resources policies and procedures in place and compare those to the list of validated policies and procedures in the above steps. Our review of policies and procedures will focus on all applicable laws and regulations affecting the County.

Phase 2: Recommendations Report

After performing our analysis of existing policies and procedures in place and HR compliance, our team will segue directly into outlining gaps and addressing non-compliance. Weaver will use the analysis from Phase 1 to create a gaps and recommendations report outlining all pertinent controls and relevant policies, laws, and regulations that Fort Bend County needs to be in compliance with along with gaps in satisfying those controls and recommendations for how to improve HR practices. This report will identify key compliance risks in HR practices at Fort Bend County.

Each compliance and inefficiency finding (or "gap"), will be coupled with a recommendation for optimizing County practices.

Weaver will verify that controls over selected critical and high-risk HR processes are being followed and operating efficiently, effectively and in compliance with mandatory regulations. Future state recommendations and improvements will be identified across employee handbook practices, hiring policies and procedures, and wage and hour laws.

Throughout the engagement, Weaver will maintain regular weekly meetings and updates with County leadership to track progress and insights which will ensure that appropriate County stakeholders are involved in the analysis of gaps discovered from HR materials review and in the development of new employee handbook(s) and County HR policies. Weaver's final deliverable will be revised County HR policies and procedures that are in alignment with all applicable federal, state, and local laws and regulations. Weaver will additionally assist the County in creating a schedule for routine maintenance of HR policies and procedures via an internal audit cycle and review cycle in accordance with routine law updates.

Finding		Policy/Procedure		Recommendation	
Item	Refers to	Category	Policy/Procedure	Policy/Procedure	Recommendation
1	Investigation	Investigation	Investigation	Investigation	Investigation
2	Investigation	Investigation	Investigation	Investigation	Investigation
3	Investigation	Investigation	Investigation	Investigation	Investigation
4	Investigation	Investigation	Investigation	Investigation	Investigation
5	Investigation	Investigation	Investigation	Investigation	Investigation
6	Investigation	Investigation	Investigation	Investigation	Investigation
7	Investigation	Investigation	Investigation	Investigation	Investigation
8	Investigation	Investigation	Investigation	Investigation	Investigation
9	Investigation	Investigation	Investigation	Investigation	Investigation
10	Investigation	Investigation	Investigation	Investigation	Investigation
11	Investigation	Investigation	Investigation	Investigation	Investigation
12	Investigation	Investigation	Investigation	Investigation	Investigation
13	Investigation	Investigation	Investigation	Investigation	Investigation
14	Investigation	Investigation	Investigation	Investigation	Investigation
15	Investigation	Investigation	Investigation	Investigation	Investigation
16	Investigation	Investigation	Investigation	Investigation	Investigation
17	Investigation	Investigation	Investigation	Investigation	Investigation
18	Investigation	Investigation	Investigation	Investigation	Investigation
19	Investigation	Investigation	Investigation	Investigation	Investigation
20	Investigation	Investigation	Investigation	Investigation	Investigation
21	Investigation	Investigation	Investigation	Investigation	Investigation
22	Investigation	Investigation	Investigation	Investigation	Investigation
23	Investigation	Investigation	Investigation	Investigation	Investigation
24	Investigation	Investigation	Investigation	Investigation	Investigation
25	Investigation	Investigation	Investigation	Investigation	Investigation
26	Investigation	Investigation	Investigation	Investigation	Investigation
27	Investigation	Investigation	Investigation	Investigation	Investigation
28	Investigation	Investigation	Investigation	Investigation	Investigation
29	Investigation	Investigation	Investigation	Investigation	Investigation
30	Investigation	Investigation	Investigation	Investigation	Investigation
31	Investigation	Investigation	Investigation	Investigation	Investigation
32	Investigation	Investigation	Investigation	Investigation	Investigation
33	Investigation	Investigation	Investigation	Investigation	Investigation
34	Investigation	Investigation	Investigation	Investigation	Investigation
35	Investigation	Investigation	Investigation	Investigation	Investigation
36	Investigation	Investigation	Investigation	Investigation	Investigation
37	Investigation	Investigation	Investigation	Investigation	Investigation
38	Investigation	Investigation	Investigation	Investigation	Investigation
39	Investigation	Investigation	Investigation	Investigation	Investigation
40	Investigation	Investigation	Investigation	Investigation	Investigation
41	Investigation	Investigation	Investigation	Investigation	Investigation
42	Investigation	Investigation	Investigation	Investigation	Investigation
43	Investigation	Investigation	Investigation	Investigation	Investigation
44	Investigation	Investigation	Investigation	Investigation	Investigation
45	Investigation	Investigation	Investigation	Investigation	Investigation
46	Investigation	Investigation	Investigation	Investigation	Investigation
47	Investigation	Investigation	Investigation	Investigation	Investigation
48	Investigation	Investigation	Investigation	Investigation	Investigation
49	Investigation	Investigation	Investigation	Investigation	Investigation
50	Investigation	Investigation	Investigation	Investigation	Investigation
51	Investigation	Investigation	Investigation	Investigation	Investigation
52	Investigation	Investigation	Investigation	Investigation	Investigation
53	Investigation	Investigation	Investigation	Investigation	Investigation
54	Investigation	Investigation	Investigation	Investigation	Investigation
55	Investigation	Investigation	Investigation	Investigation	Investigation
56	Investigation	Investigation	Investigation	Investigation	Investigation
57	Investigation	Investigation	Investigation	Investigation	Investigation
58	Investigation	Investigation	Investigation	Investigation	Investigation
59	Investigation	Investigation	Investigation	Investigation	Investigation
60	Investigation	Investigation	Investigation	Investigation	Investigation
61	Investigation	Investigation	Investigation	Investigation	Investigation
62	Investigation	Investigation	Investigation	Investigation	Investigation
63	Investigation	Investigation	Investigation	Investigation	Investigation
64	Investigation	Investigation	Investigation	Investigation	Investigation
65	Investigation	Investigation	Investigation	Investigation	Investigation
66	Investigation	Investigation	Investigation	Investigation	Investigation
67	Investigation	Investigation	Investigation	Investigation	Investigation
68	Investigation	Investigation	Investigation	Investigation	Investigation
69	Investigation	Investigation	Investigation	Investigation	Investigation
70	Investigation	Investigation	Investigation	Investigation	Investigation
71	Investigation	Investigation	Investigation	Investigation	Investigation
72	Investigation	Investigation	Investigation	Investigation	Investigation
73	Investigation	Investigation	Investigation	Investigation	Investigation
74	Investigation	Investigation	Investigation	Investigation	Investigation
75	Investigation	Investigation	Investigation	Investigation	Investigation
76	Investigation	Investigation	Investigation	Investigation	Investigation
77	Investigation	Investigation	Investigation	Investigation	Investigation
78	Investigation	Investigation	Investigation	Investigation	Investigation
79	Investigation	Investigation	Investigation	Investigation	Investigation
80	Investigation	Investigation	Investigation	Investigation	Investigation
81	Investigation	Investigation	Investigation	Investigation	Investigation
82	Investigation	Investigation	Investigation	Investigation	Investigation
83	Investigation	Investigation	Investigation	Investigation	Investigation
84	Investigation	Investigation	Investigation	Investigation	Investigation
85	Investigation	Investigation	Investigation	Investigation	Investigation
86	Investigation	Investigation	Investigation	Investigation	Investigation
87	Investigation	Investigation	Investigation	Investigation	Investigation
88	Investigation	Investigation	Investigation	Investigation	Investigation
89	Investigation	Investigation	Investigation	Investigation	Investigation
90	Investigation	Investigation	Investigation	Investigation	Investigation
91	Investigation	Investigation	Investigation	Investigation	Investigation
92	Investigation	Investigation	Investigation	Investigation	Investigation
93	Investigation	Investigation	Investigation	Investigation	Investigation
94	Investigation	Investigation	Investigation	Investigation	Investigation
95	Investigation	Investigation	Investigation	Investigation	Investigation
96	Investigation	Investigation	Investigation	Investigation	Investigation
97	Investigation	Investigation	Investigation	Investigation	Investigation
98	Investigation	Investigation	Investigation	Investigation	Investigation
99	Investigation	Investigation	Investigation	Investigation	Investigation
100	Investigation	Investigation	Investigation	Investigation	Investigation

Phase 3: Policy and Handbook Revisions

Throughout the engagement, Weaver will maintain regular weekly meetings and updates with County leadership to track progress and insights which will ensure that appropriate County stakeholders are involved in the analysis of gaps discovered from HR materials review and in the development of new employee handbook(s) and County HR policies. Weaver's final deliverable will be revised County HR policies and procedures that are in alignment with all applicable federal, state, and local laws and regulations. Weaver will additionally assist the County in creating a schedule for routine maintenance of HR policies and procedures via an internal audit cycle and review cycle in accordance with routine law updates.

Related Work



Lower Colorado River Authority (2018 – Present)

The Lower Colorado River Authority (LCRA) is a quasi-governmental entity self-funded by water and electricity revenues that produces and delivers over 3,300 megawatts of power, manages 5,400 miles of transmission lines, manages the lower Colorado River watershed to supply water and control floods, and provides a system of public parks.

In 2018, Weaver began assisting LCRA with internal audits, and in 2020 the firm was selected as LCRA's full co-sourced internal audit provider.

Weaver recently conducted an organizational assessment focused on workforce planning. The assessment's objective was to strengthen critical workforce planning initiatives and build strong succession planning across eight operational divisions and over 2,000 employees.

The Weaver team developed a succession planning maturity model, establishing objective criteria against which we assessed departmental and enterprise-wide progress and opportunities for improvement.

Using this model, we examined LCRA's HR function and performed a compliance review to ensure that all laws and regulations were being followed and supported.

Using the model as a framework, our team took a deep dive into performance across five fundamental components: talent identification and acquisition, advancement and retention, knowledge and skills development, performance evaluation and leadership cultivation. The resulting project matrix provided actionable recommendations for management across each component and specific insights at each department level.

By providing a holistic view of LCRA's risks, providing industry benchmarks and best practices, Weaver has enabled LCRA to address its most critical risks and realize its strategic goals, including in its HR practices.



Del Mar College (2015 – Present)

Del Mar College enrolls over 24,000 students annually and is one of the nation's top 50 higher education institutions granting associate degrees to Hispanic students.

As the outsourced internal auditor, Weaver reconstituted the internal function by creating an Internal Audit Charter and initiating a risk-based program.

This risk-based program focused on many operations, including all HR. Among other areas, Weaver measured compliance against federal and state laws across hiring practices, wage laws and the employee handbook.

Since then, we've completed a College-wide risk assessment and developed multi-year internal audit plans focused on financial, operational and IT areas.

We've completed a wide variety of internal audits as part of the multi-year plan, including human resources, purchasing, financial aid, admissions and registration, student services, academic programs, construction management, campus operations and grant compliance.

We've also performed several consulting engagements, working with the College's administration to improve overall policies and procedures as well as construction management and campus safety functions.



City of Corpus Christi (2015 – Present)

Weaver provided the City of Corpus Christi with internal control consulting and process design evaluation for the City's Financial Services Department. As part of this control consulting, Weaver evaluated City HR policies and procedures for compliance and risk management.

The process design and control consulting included an evaluation of the effectiveness and efficiency of the key divisions within the department, including the utility billing office, accounting, accounts receivable and collections, payroll, purchasing, and warehousing.

We provided recommendations to improve the internal controls and to increase the efficiency and effectiveness of operations. These recommendations included application changes, reporting, and updates to manual processes in place.

Subsequently, Weaver was selected to perform the City's annual financial audit.

Estimated Fees

Cost efficiency is a Weaver hallmark: We pride ourselves on offering extensive capabilities at a reasonable cost. Our pricing reflects the level of insight and technical knowledge our team brings, focused on helping you meet both your immediate objectives and your long-term goals.



Weaver is committed to working with you to develop a conscious, cost-effective fee structure that reflects your unique needs — we want our relationship with you to be long-term and mutually beneficial.

Service	Estimated Fee
Current State Assessment (Document Review, Policy Analysis) and Recommendations Report (Recommendations for Compliance and Risk Mitigation)	\$57,500
HR Policies and Employee Handbook(s) Revision(s)	\$10,000 - \$16,000
Total Range	\$67,500 – \$73,500

Weaver's rate card for strategic management consulting services from our NCPA / Omnia Partners Contract 14-17 is shown below.

Professional Level or Title	Weaver List Price (Hourly Rate)	Hourly Rate for NCPA Contracts	NCPA Discount
Senior Subject Matter Advisor / Partner	\$ 625	\$ 500	20%
Senior Project or Program Leader / Partner	\$ 550	\$ 400	27%
Subject Matter Advisor / Director	\$ 450	\$ 340	24%
Project or Program Leader / Senior Manager	\$ 400	\$ 290	28%
Manager	\$ 320	\$ 250	22%
Human-Centered Design Lead / Supervisor	\$ 320	\$ 250	22%
Senior Consultant / Supervisor	\$ 285	\$ 210	26%
Change Management Lead / Supervisor	\$ 285	\$ 210	26%
Senior Analyst / Senior Associate	\$ 250	\$ 185	26%
Consultant / Associate	\$ 220	\$ 160	27%

Professional Level or Title	Weaver List Price (Hourly Rate)	Hourly Rate for NCPA Contracts	NCPA Discount
Analyst	\$ 165	\$ 125	24%
Junior Analyst / Grant Administration Staff	\$ 125	\$ 100	20%

Project Schedule

We estimate that this project will take approximately seven (16) weeks.

- ▶ We anticipate the **Current State Review** to last six (6) weeks.
- ▶ We anticipate the **Recommendations Report** to last six (6) weeks. A deliverable will be submitted to the county at week 11.
- ▶ We anticipate the revision of **County HR Employee Manual(s) and Policies Revisions** to last five (5) weeks.

There will be some overlap between the two deliverables as we transition from current state work to recommendations.

	Billing Cycle				Billing Cycle				Billing Cycle				Billing Cycle			
Phase	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15	Wk 16
Current State Review																
Recommendations Report																
HR Policy & Handbook Revisions																

Pricing Assumptions

1. Weaver is working under the assumption that there is an unknown amount of work that is required to adequately reauthorize the County HR frameworks. We anticipate that along with our baseline work Phase 1 and Phase 2, Phase 3 (revising policies) will require \$15K- \$30K additional funds. We will only charge what we work on within this range.
2. There is an unknown amount of employee handbook(s) and HR policies that require revisions and rewriting.
3. There are approximately 14 departments working with their own HR policies in Fort Bend County with a total of 80 departments that this project will affect.
4. Weaver will be evaluating HR policies around payroll, but Weaver will not be evaluating payroll processes at the County.



Keeping fees transparent and reasonable is just one way we demonstrate a commitment to our clients. If you're ever unsatisfied with your fee, please don't hesitate to let us know.

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

EXCLUSIONS:

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

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

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

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

Weaver and Tidwell, LLP
Houston, TX United States

Certificate Number:
2024-1209460

Date Filed:
09/04/2024

Date Acknowledged:
09/24/2024

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

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.

37137
Policy and Procedure Review

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)