## ADDENDUM TO WEAVER GOVERNMENT SOLUTIONS QUOTE, SCOPE OF WORK AND TERMS AND CONDITIONS

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Weaver Government Solutions, ("Weaver"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Weaver's Quotes, Scope of Work and Terms and Conditions (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified services concerning the Fort Bend County Library (the "Services"); and

WHEREAS, County desires that Weaver provide Services as will be more specifically described in this Agreement; and

WHEREAS, Weaver represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize the Texas Department of Information Resources Contract # and Contract # which is incorporated fully by reference, for the purchase of the referenced Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement.

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

#### **AGREEMENT**

- 1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
- 2. **Scope of Services.** Subject to this Addendum, Weaver will render Services to County as described in the following Quotes: #004038, #003962, #003988, and #003960, attached as Exhibit A, and incorporated by reference herein; and in accordance with the requirements and specifications of the Texas Department of Information Resources Contract # \_\_\_\_\_\_\_\_. The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay. All performance of the Scope of Services by Weaver 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. Payment; Non-appropriation; Taxes. Payment shall be made by County within thirty (30) days of receipt of invoice. Weaver may submit invoice(s) electronically in a form acceptable to County via: <a href="mailto:apauditor@fortbendcountytx.gov">apauditor@fortbendcountytx.gov</a>. If County disputes charges related to the invoice submitted by Weaver, County shall notify Weaver no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, Texas Government Code.

Mutually approved travel and mileage expenses incurred in the performance of required Services will be reimbursed to Weaver to the extent that those costs that do not exceed Fort Bend County travel reimbursement allowances. A copy of the County's Travel Policy with those reimbursement limits is attached and incorporated as Exhibit B to this Agreement. Weaver will not be reimbursed for costs in excess of those listed in Exhibit B. Receipts evidencing travel related expenditures made by Weaver or Weaver's subcontractors shall be submitted to the County Auditor's Office:

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

- 4. Limit of Appropriation. Weaver clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Hundred Ninety-three Thousand, Eight Hundred Sixty-seven and 95/100 dollars (\$293,867.95), specifically allocated to fully discharge any and all liabilities County may incur. Weaver does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Weaver may become entitled to and the total maximum sum that County may become liable to pay to Weaver shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Ninety-three Thousand, Eight Hundred Sixty-seven and 95/100 dollars (\$293,867.95). 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.** Weaver expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance

with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Weaver shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.

- 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 Weaver 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. Limitations for the right to bring an action, regardless of form, must be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code § 16.070, as amended, and any provision to the contrary is hereby deleted. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Weaver in any way associated with the Agreement.
- 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, Weaver hereby verifies that Weaver and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Weaver does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Weaver does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Weaver does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
- 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, WEAVER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
- 11. **Use of Customer Name**. Weaver may use County's name without County's prior written consent only in any of Weaver's customer lists, any other use must be approved in advance by County.
- 12. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of controls to the extent of the conflict.
- 13. **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.
- 14. **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.
- 15. **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.

- 16. **County Data**. Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. For the avoidance of doubt, County owns all right and title to its data under this Agreement. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
- 17. **Personnel**. Weaver represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Weaver shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

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

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

- 18. Compliance with Laws. Weaver shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Weaver shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- 19. **Confidential Information.** Weaver acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Weaver or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Weaver shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Weaver) publicly known or is contained in a publicly available document; (b) is rightfully in Weaver's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed

by employees or agents of Weaver who can be shown to have had no access to the Confidential Information.

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

Weaver acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Weaver acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

- 20. Independent Contractor. In the performance of work or services hereunder, Weaver shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Weaver or, where permitted, of its subcontractors. Weaver and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
- 21. **Severability**. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

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

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

FORT BEND COUNTY	WEAVER GOVERNMENT SOLUTIONS
Kflicorge	
KP George, County Judge	Authorized Agent – Signature
April 7, 2025	RAY MONROY
Date Approved by Commissioners Court on 3/6/20	Authorized Agent- Printed Name
ATTEST	PRESIDENT
No A	Title
Jama Richard	APRIL 2, 2025
Laura Richard, County Clerk	Date

#### **AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$293,867.95 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Weaver's Quotes, Scope of Work and Terms and Conditions

Exhibit B: County Travel Policy

 $I: AGREEMENTS \ 2025 \ Agreements \ Purchasing \ IT \ Weaver Govt Solutions \ (25-IT-100601) \ Library \ Addendum \ to \ Quotes. docx \ (lsl 4.2.25)$ 

## Exhibit A

Weaver Quote Nos. #004038, #003962, #003988, and #003960, Scope of Work and Terms and Conditions



Email:

coty.spengler@weavertech.us

Web:

https://weavergovsolutions.com/



### We have prepared a quote for you

FBC Library

Quote # 004038 Version 1

### Prepared for:

### **Fort Bend County**

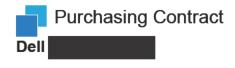
Clay Elliot clay.elliott@fortbendcountytx.gov



Email: coty.spengler@weavertech.us

Web: https://weavergovsolutions.com/

### Texas Certified HUB 18637 1863737568500 / 531301



Description	Price	Qty	Ext. Price
	\$27,798.36	1	\$27,798.36
	\$6,543.44	1	\$6,543.44
	\$10,943.24	1	\$10,943.24
	\$31.34	14	\$438.76
	\$17,969.39	1	\$17,969.39
	\$6,543.44	1	\$6,543.44
	S	ubtotal:	\$70,236.63

Quote#004038 v1 Page: 2 of 4



Email: coty.spengler@weavertech.us

Web: https://weavergovsolutions.com/

Subtotal:

\$13,275.36



#### Services

Description	Price	Qty	Ext. Price
WGS Professional Services	\$8,275.00	1	\$8,275.00
	S	ubtotal:	\$8,275.00

Quote#004038 v1 Page: 3 of 4



Email: coty.spengler@weavertech.us

Web: https://weavergovsolutions.com/

### FBC Library -



Prepared by:
Weaver Government Solutions
Coty Spengler
coty.spengler@weavertech.us

Ship To:

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

#### **Quote Information:**

Quote #: 004038

Version: 1

Expiration Date: 04/09/2025

#### **Quote Summary**

Description	Amount
	\$70,236.63
	\$13,275.36
Services	\$8,275.00
Total:	\$91,786.99

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

#### Weaver Government Solutions

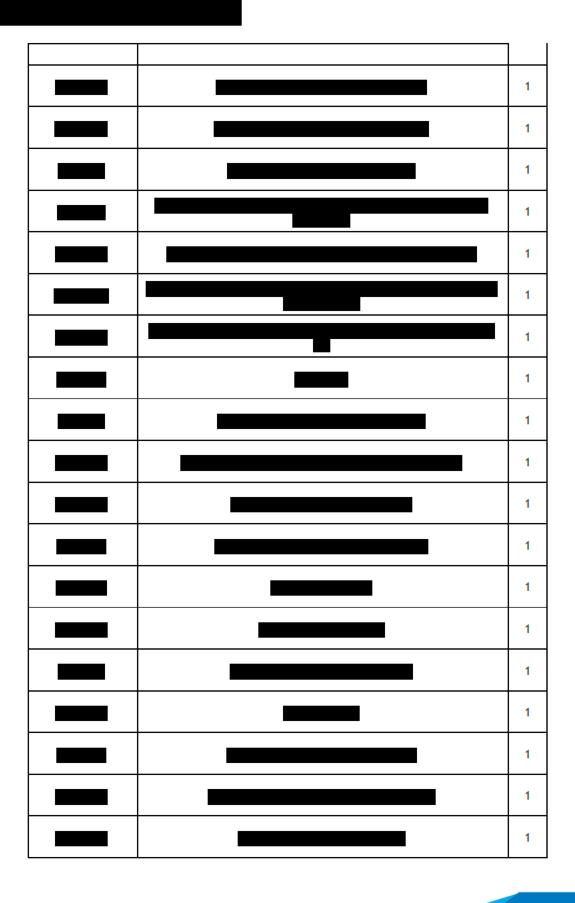
Fort Bend County

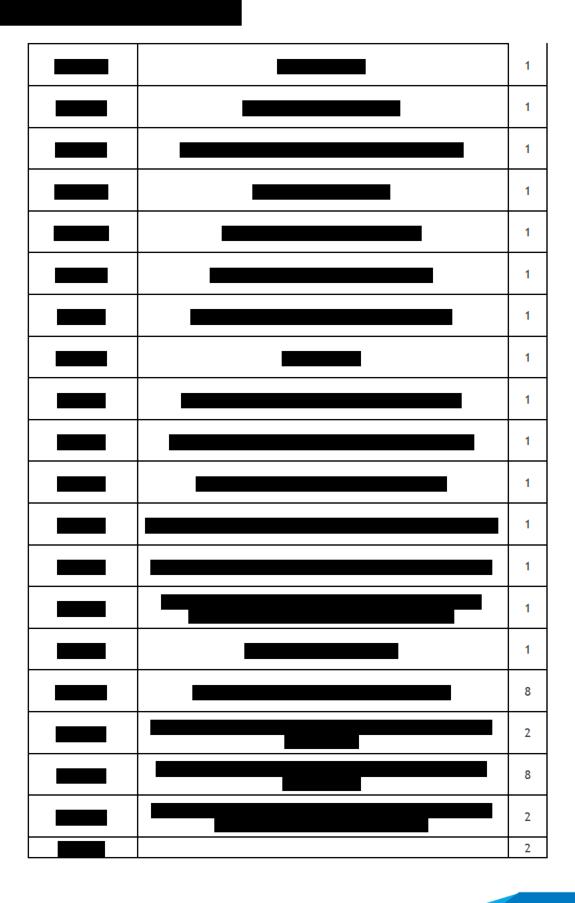
Signature:	Coty Spengler	Signature:	Clayton Elliott
Name:	Coty Spengler	Name:	Clay Elliot
Title:	Account Executive	Date:	4-10-2025
Date:	03/19/2025		

Quote#004038 v1 Page: 4 of 4

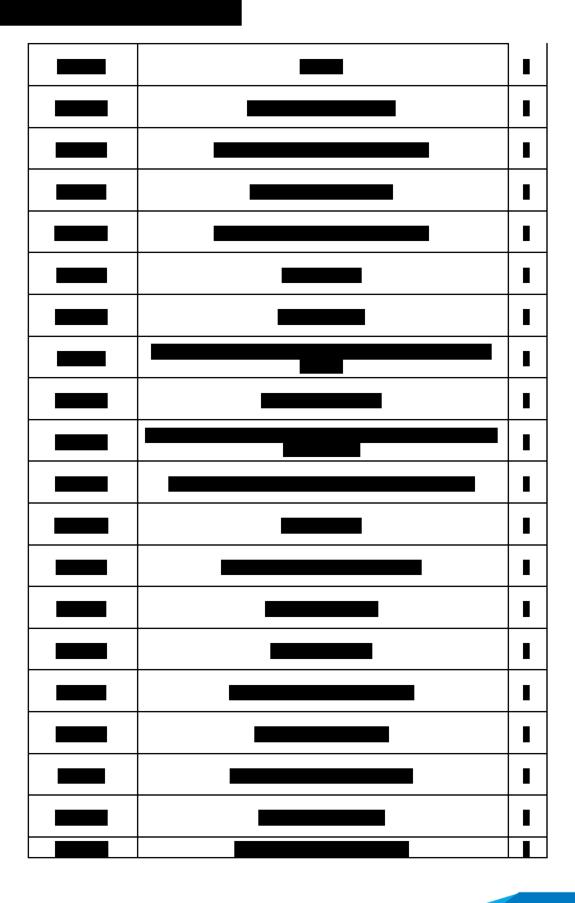


SKU	Description	Qty
	Estimated delivery date: Apr. 15, 2025  Contract No: C000000933025  Customer Agreement No: TX DIR	1
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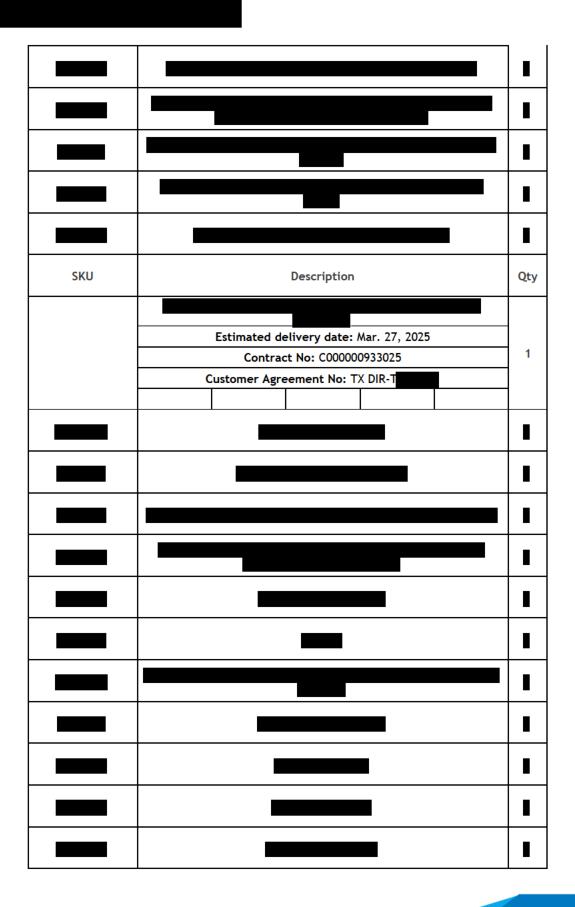


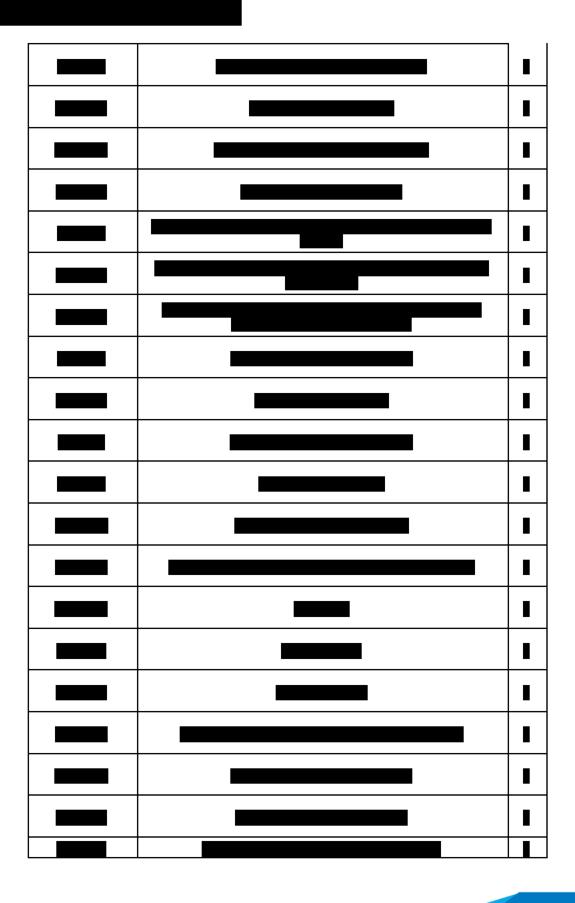


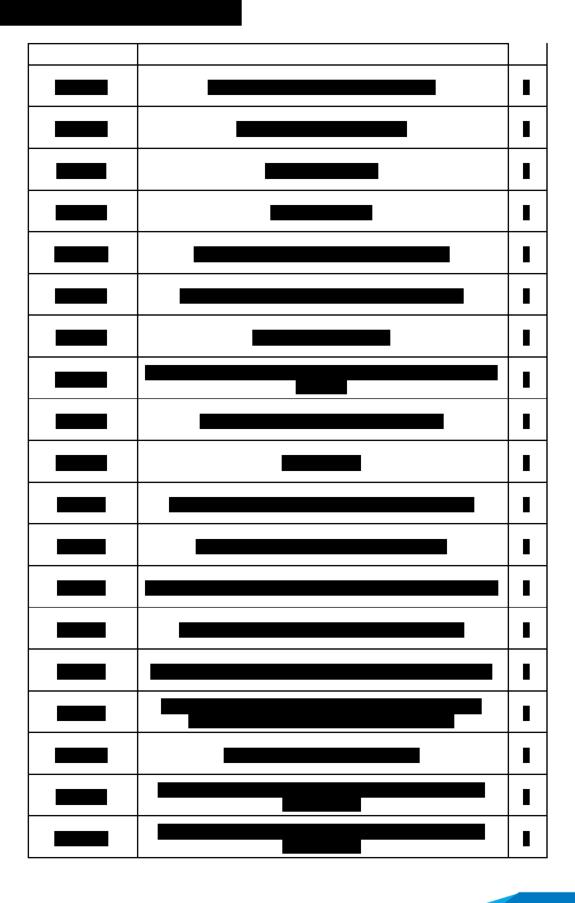
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SKU	Description	Qty
	Estimated delivery date: Mar. 26, 2025	
	Contract No: C000000933025	1
	Customer Agreement No: TX DIR-	
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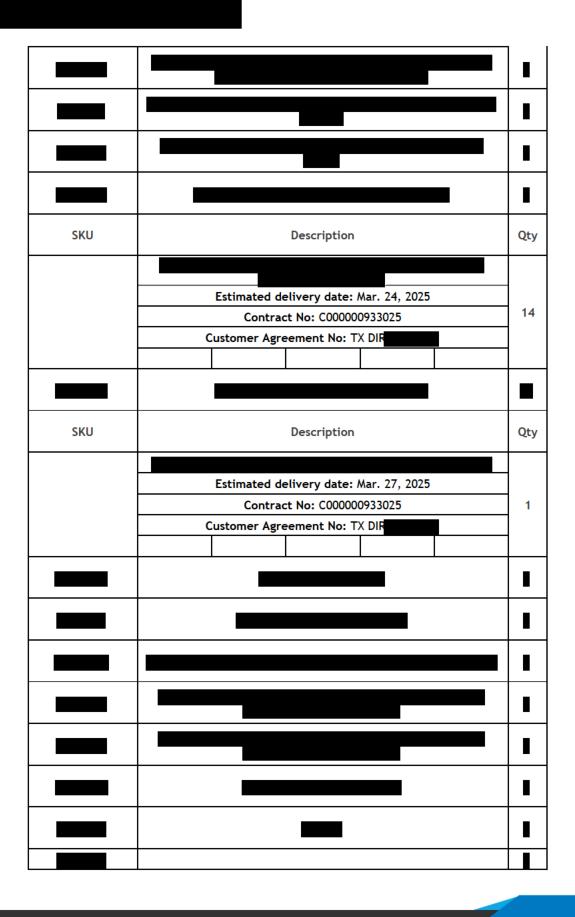


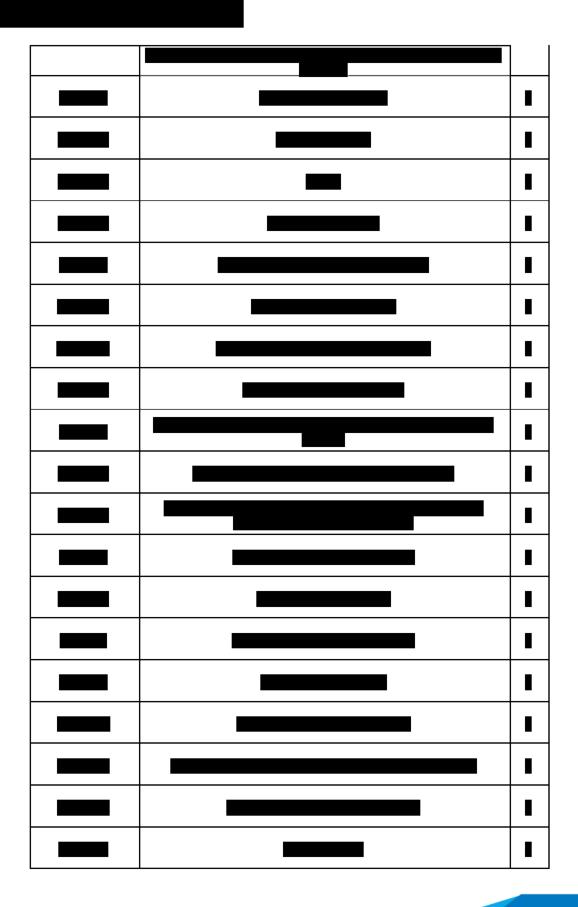
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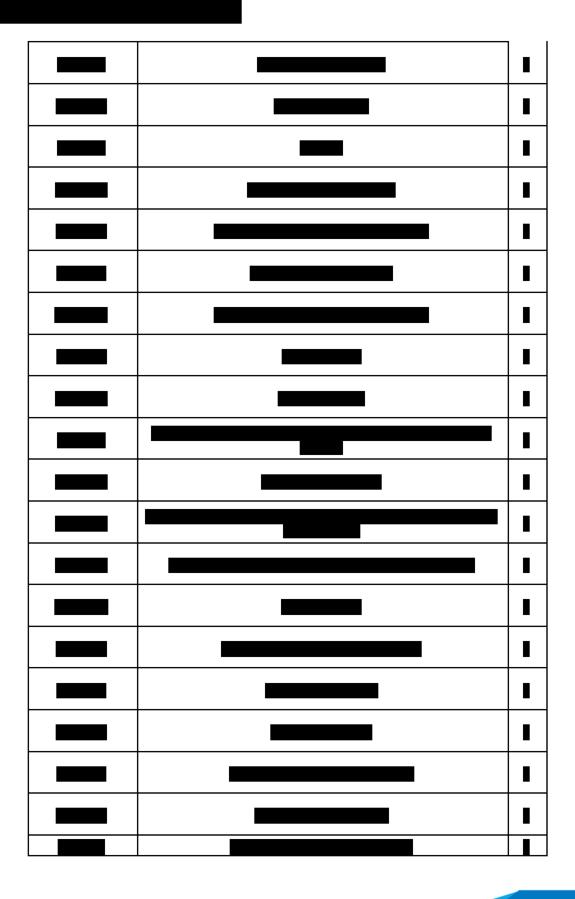




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	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	
		_
SKU	Description	Qty
	Estimated delivery date: Mar. 26, 2025  Contract No: C000000933025	1
	Customer Agreement No: TX DIR	
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### for Fort Bend County Library

As requested by

**Clay Elliot** 

March 18, 2025

Texas Certified HUB - 1863737568500 / 531301

Javier Prado Enterprise Solutions Architect Weaver Government Solutions javier.prado@weavertech.us 512-656-3606 https://www.weavergovsolutions.com

### Scope of Work

### Project Plan

**Executive Summary** 



#### Location and Hardware Overview

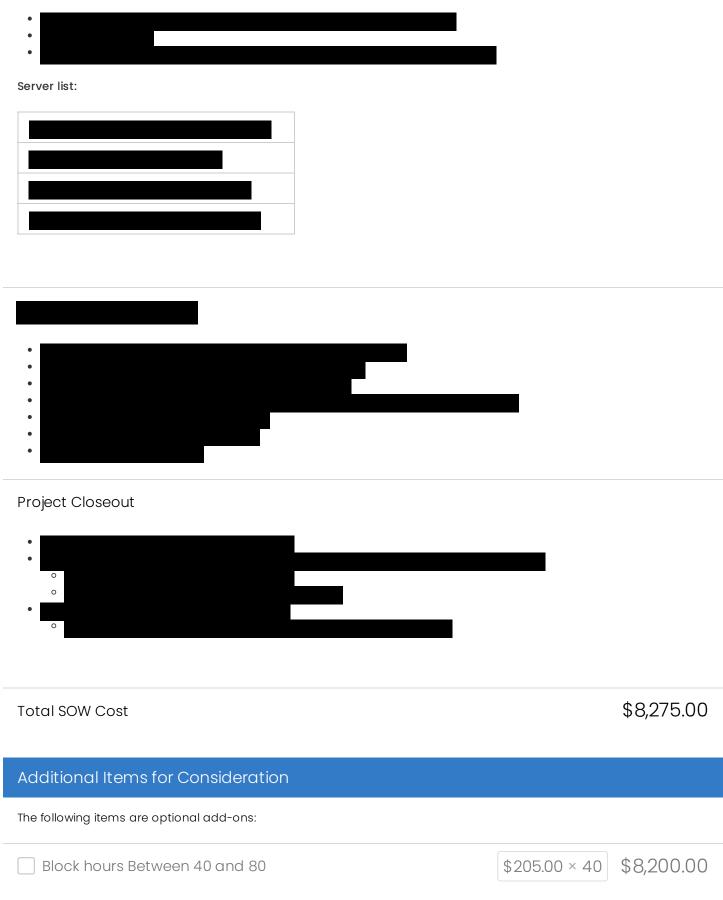
Services will be performed: Combination of Onsite and Remote

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

#### Weaver Project Kickoff Call

#### Project Plan and Design

### Dell Compute



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

### One Time

Total(s)

\$8,275.00

## Project Specific Assumptions



### Customer Responsibilities

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

### Terms

#### **Timeframes**

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

#### **Payment Criteria**

Invoice/Payment Terms: Buyer's orders and purchases of products, software, and services from Weaver Technologies are governed by the terms and conditions as stated on the website at <a href="https://www.weavertech.us/payment\_terms">https://www.weavertech.us/payment\_terms</a>.

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

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

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

#### Termination

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

#### Order of Precedence

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

Both parties agree to the terms and conditions outlined above.

COMPANY	CLIENT/CUSTOMER
Signature	KPU 10792 Signature
PRESIDENT	Fort Bend County Judge
Title	Title
APRIL 2, 2025 Date	April 7, 2025 Date



Email:

coty.spengler@weavertech.us

Web:

https://weavergovsolutions.com/



#### We have prepared a quote for you

FBC Library -

Quote # 003962 Version 1

#### Prepared for:

#### **Fort Bend County**

Clay ELLIOTT clay.elliott@fortbendcountytx.gov



Email: coty.spengler@weavertech.us

Web: https://weavergovsolutions.com/

#### Texas Certified HUB 18637 1863737568500 / 531301



Description	Price	Qty	Ext. Price
	\$27,798.36	1	\$27,798.36
	S	ubtotal:	\$27,798.36

#### Services

Description	Price	Qty	Ext. Price
Weaver Enterprise Services	\$2,850.00	1	\$2,850.00
	S	ubtotal:	\$2.850.00

Quote#003962 v1 Page: 2 of 3



Email: coty.spengler@weavertech.us

Web: https://weavergovsolutions.com/

#### FBC Library -



Prepared by:
Weaver Government Solutions
Coty Spengler
coty.spengler@weavertech.us

#### Ship To:

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

#### **Quote Information:**

Quote #: 003962

Version: 1

Expiration Date: 04/02/2025

#### **Quote Summary**

Description	Amount
	\$27,798.36
Services	\$2,850.00
Total:	\$30,648.36

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

#### Weaver Government Solutions

Signature:	Coty Spengler	Signature:
Name:	Coty Spengler	Name:
Title:	Account Executive	Date:
Date:	03/04/2025	

#### Fort Bend County

Signature: Clayton Cliott

Name: Clay ELLIOTT

Date: 4-10-2025

Quote#003962 v1 Page: 3 of 3

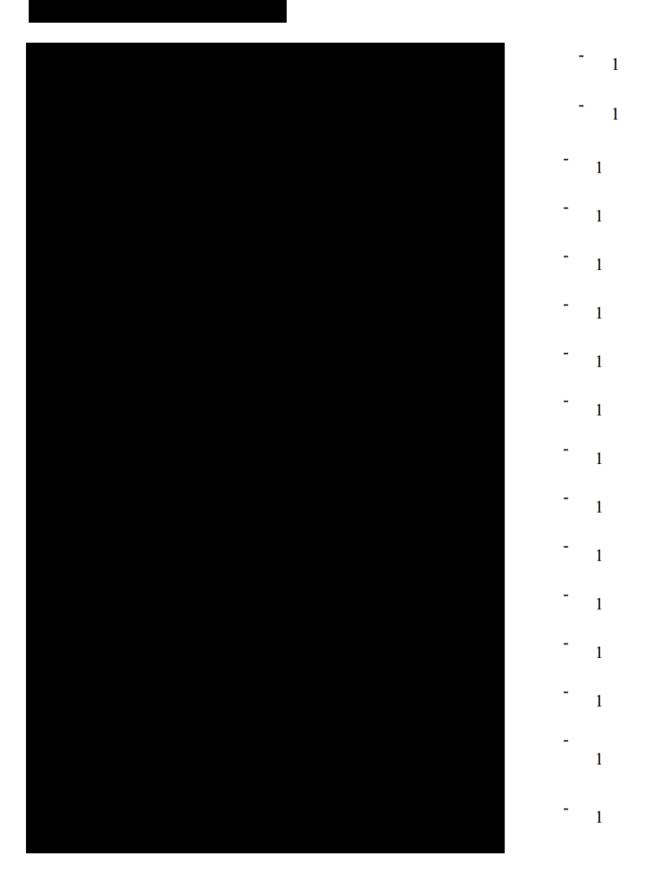


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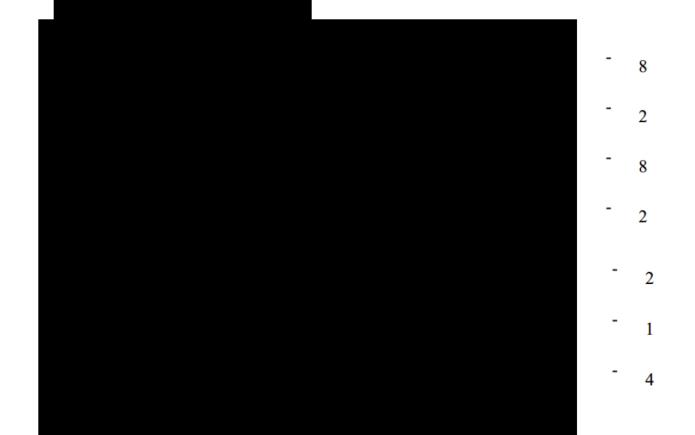
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# WEAYER\_









# VSAN Ready Node Implementation for Fort Bend County Library

As requested by

Clay Elliot

March 4, 2025

Texas Certified HUB - 1863737568500 / 531301

Javier Prado Enterprise Solutions Architect Weaver Government Solutions javier.prado@weavertech.us 512-656-3606 https://www.weavergovsolutions.com

## Scope of Work

#### Project Plan

**Executive Summary** 

#### Location and Hardware Overview

Services will be performed: Combination of Onsite and Remote

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

#### Weaver Project Kickoff Call



#### Project Plan and Design

#### Project Closeout



Total SOW Cost \$2,850.00

# Additional Items for Consideration The following items are optional add-ons: Block hours Between 40 and 80 \$205.00 × 40 \$8,200.00 Support hours that do not expire and can be used for anything. Submit a ticket by emailing support@weavertech.us to begin using these hours. Expedite Services Variable Fee +15% \$427.50

#### One Time

Total(s) \$2,850.00

# Project Specific Assumptions



#### Customer Responsibilities

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

#### **Terms**

#### **Timeframes**

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

#### **Payment Criteria**

Invoice/Payment Terms: Buyer's orders and purchases of products, software, and services from Weaver Technologies are governed by the terms and conditions as stated on the website at <a href="https://www.weavertech.us/payment\_terms">https://www.weavertech.us/payment\_terms</a>.

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

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

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

#### Termination

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

#### Order of Precedence

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

Both parties agree to the terms and conditions outlined above.

COMPANY	CLIENT/CUSTOMER
Signature	Signature Signature
PRESIDENT	Fort Bend County Judge
Title	Title
APRIL 2, 2025 Date	<u>April 7, 2025</u> Date



Email:

coty.spengler@weavertech.us

Web:

https://www.weavertech.us



#### We have prepared a quote for you

FBC Library -

Quote # 003988 Version 1

#### Prepared for:

#### **Fort Bend County**

Clay ELLIOTT clay.elliott@fortbendcountytx.gov



Email: coty.spengler@weavertech.us

Web: https://www.weavertech.us

#### Texas Certified HUB 18637 1863737568500 / 531301



#### Software

Description	Price	Qty	Ext. Price
	\$260.31	288	\$74,969.28
	S	ubtotal:	\$74,969.28

Quote#003988 v1 Page: 2 of 3



Email: coty.spengler@weavertech.us

Web: https://www.weavertech.us

#### FBC Library - (96) VCF Cores - 3yrs



Description

Date:

Prepared by:
Weaver Technologies, LLC
Coty Spengler
coty.spengler@weavertech.us

Ship To:

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

**Quote Information:** 

Quote #: 003988

Total:

Version: 1

Expiration Date: 04/04/2025

Amount \$74,969.28

\$74,969.28

#### **Quote Summary**

03/07/2025

Taxes, shipլ	oing, handling and other fees may apply. We re	eserve the right to cancel	orders arising from pricing or other errors.
Weaver	Technologies, LLC	Fort Bend (	County
Signature:	Coty Spengler	Signature:	Clayton Elliott
Name:	Coty Spengler	Name:	Clay ELLIOTT
Title:	Account Executive	Date:	4-10-2025

Quote#003988 v1 Page: 3 of 3



Email:

coty.spengler@weavertech.us

Web:

https://weavergovsolutions.com/



#### We have prepared a quote for you

FBC Library -

Quote # 003960 Version 1

#### Prepared for:

#### **Fort Bend County**

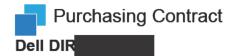
Clay Elliot clay.elliott@fortbendcountytx.gov



Email: coty.spengler@weavertech.us

Web: https://weavergovsolutions.com/

#### Texas Certified HUB 18637 1863737568500 / 531301



#### Hardware

Description	Price	Qty	Ext. Price
	\$68,187.68	1	\$68,187.68
	\$22,495.64	1	\$22,495.64
	Si	ubtotal:	\$90,683,32

#### Services

Description	Price	Qty	Ext. Price
Weaver Enterprise Services	\$5,780.00	1	\$5,780.00
	S	ubtotal:	\$5,780.00

Quote#003960 v1 Page: 2 of 3



Email: coty.spengler@weavertech.us

Web: https://weavergovsolutions.com/

#### FBC Library -



Prepared by:
Weaver Government Solutions
Coty Spengler
coty.spengler@weavertech.us

Ship To:

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

#### **Quote Information:**

Quote #: 003960

Version: 1

Expiration Date: 04/03/2025

#### **Quote Summary**

Description	Amount
	\$90,683.32
Services	\$5,780.00
Total:	\$96,463.32

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

Weaver Government Solutions

Fort Bend County

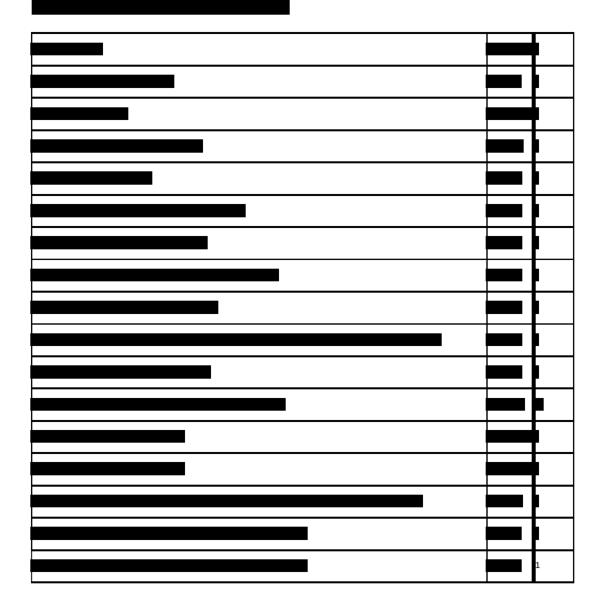
Signature:	Coty Spengler	Signature:	Clayton Elliott
Name:	Coty Spengler	Name:	Clay Elliot
Title:	Account Executive	Date:	4-10-2025
Date:	03/05/2025		

Quote#003960 v1 Page: 3 of 3

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As requested by

Clay Elliot

March 4, 2025

Texas Certified HUB - 1863737568500 / 531301

Javier Prado Enterprise Solutions Architect Weaver Government Solutions javier.prado@weavertech.us 512-656-3606 https://www.weavergovsolutions.com

### Scope of Work

#### Project Plan

**Executive Summary** 



#### Location and Hardware Overview

Services will be performed: Combination of Onsite and Remote

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

#### Weaver Project Kickoff Call

#### Project Plan and Design

- .

- •

•		
Modifications		
1 Week of Migration Services — \$6,000.00 × 1 \$6,000.00 Up to 40 hours to be used to perform migration services from the legacy hardwa	re to the new hardwar	e.
Project Closeout		
Total SOW Cost		\$5,780.00
Additional Items for Consideration		
The following items are optional add-ons:		
Block hours Between 40 and 80	\$205.00 × 40	\$8,200.00
Support hours that do not expire and can be used for anything. Submit a ticket by ebegin using these hours.	emailing support@we	eavertech.us to
Expedite Services Variable Fee	+15%	\$867.00
One Time		

\$5,780.00

Total(s)

# Project Specific Assumptions



#### Customer Responsibilities

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

#### **Terms**

#### **Timeframes**

Services will be limited to a period not to exceed three (3) contiguous business days; provided, however, in the event the Customer suspends Provider's performance of the services, Provider's performance of this SOW shall be similarly suspended. Any such suspension will not count against the Services Schedule, nor will it result in any additional fees, costs, charges, or expenses.

#### **Payment Criteria**

Invoice/Payment Terms: Buyer's orders and purchases of products, software, and services from Weaver Technologies are governed by the terms and conditions as stated on the website at <a href="https://www.weavertech.us/payment\_terms">https://www.weavertech.us/payment\_terms</a>.

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

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

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

#### Termination

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

#### Order of Precedence

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

Both parties agree to the terms and conditions outlined above.

COMPANY	CLIENT/CUSTOMER
	Kflicorge
Signature	Signature
PRESIDENT	Fort Bend County Judge
Title	Title
APRIL 2, 2025	April 7, 2025
Date	Date

# **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 (<a href="http://www.fortbendcountytx.gov/index.aspx?page=55">http://www.fortbendcountytx.gov/index.aspx?page=55</a>) 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: <a href="https://portal.cpa.state.tx.us/hotel/hotel\_directory/index.cfm">https://portal.cpa.state.tx.us/hotel/hotel\_directory/index.cfm</a> (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: <a href="http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/">http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/</a>. The contact information for Enterprise for the State Travel Management Program is listed here: <a href="https://comptroller.texas.gov/purchasing/programs/travel-management/rental/enterprise.php">https://comptroller.texas.gov/purchasing/programs/travel-management/rental/enterprise.php</a>

When making a reservation traveler should provide the County's agency # \_\_\_\_\_\_. 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
- 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 <a href="https://econnect.fortbendcountytx.gov/documents-forms/auditors-office-forms">https://econnect.fortbendcountytx.gov/documents-forms/auditors-office-forms</a> 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 statue 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 statue to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.