

PROMOTIONAL EXAMINATION SERVICES AND MATERIALS AGREEMENT FOR THE WILLIAMSON COUNTY SHERIFF'S OFFICE

THIS PROMOTIONAL EXAMINATION SERVICES AND MATERIALS AGREEMENT FOR THE WILLIAMSON COUNTY SHERIFF'S OFFICE ("Agreement") between LeaderSelect, LLC (hereinafter "LeaderSelect"), a Texas Limited Liability Company, (hereinafter "LeaderSelect"), with its principal place of business at 5600 West Lovers Lane #116-398, DALLAS, TX 75209, and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626, sets forth the terms and conditions pursuant to which LeaderSelect will provide certain services and materials for promotional examinations conducted by the Williamson County Sheriff's Office (hereinafter "WCSO").

1. LeaderSelect's Scope of Services; Obligations of County

1.1 LeaderSelect agrees to provide the following scope of services ("Services") for the WCSO:

- A. LeaderSelect will create Promotional Examination(s) for the positions as described in the Work Authorizations issued by the WCSO.
- B. The Promotional Examination(s) will contain up to 100 questions that are suitable for the promotions sought by the WCSO's candidates. LeaderSelect and the WCSO's Administrator (defined below) will collaborate in good faith to agree on the source material for the Promotional Examination(s). Up to 10% of the questions on any Promotional Examination may be taken from WCSO's policies submitted by WCSO to LeaderSelect.
- C. LeaderSelect will score and analyze electronic examinations and provide the results to the WCSO's Administrator through electronic mail.
- D. All Promotional Examination(s) will contain at least 90% multiple choice questions with four possible answers (one correct answer and three distractors) and up to 10% true or false questions.
- E. LeaderSelect will respond with a recommendation to uphold or deny an appeal within five (5) business days of receipt of any appeal of a LeaderSelect Promotional Examination question; however WCSO will retain the final decision-making authority to uphold or deny any such appeal.

1.2 County/WCSO's Obligations:

- A. WCSO will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit A** and entitled "Work Authorization No. ____", to authorize LeaderSelect to perform one or more tasks of LeaderSelect's Services. Each Work Authorization will include a description of the Services to be performed, a delivery schedule, the costs, any discounts and any reimbursable expenses associated with the described Services. The Work Authorization will not waive LeaderSelect's

responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

All Services and materials must be provided on or before the date specified in the Work Authorization. LeaderSelect shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve LeaderSelect from costs or liabilities resulting from delays in completion of the Work Authorization.

- B. During the term of this Agreement, the WCSO will only use LeaderSelect's Promotional Examination(s) and related materials for WCSO's official purposes to examine candidates for the WCSO's positions currently being tested.
- C. WCSO will designate a WCSO Administrator, including a name, mailing address, email address, office phone number, and mobile phone number, as the main point of contact for LeaderSelect under this Agreement. WCSO may designate a new WCSO Administrator in writing at any time.
- D. The WCSO Administrator will proctor all electronic LeaderSelect Promotional Examination(s).
- E. The WCSO Administrator will receive the scores for examination via LeaderSelect's web-based interface or via electronic mail for the results of electronic Promotional Examinations.
- F. County, WCSO and its officials, employees, and agents will not copy LeaderSelect Promotional Examinations or related materials obtained from LeaderSelect under this Agreement. Notwithstanding the foregoing, the WCSO Administrator will be given the contested questions and the source material reference for Promotional Examinations that are required by an administrative appeal or judicial action arising from the use of the LeaderSelect Promotional Examinations and related materials provided under this Agreement. WCSO must notify LeaderSelect in writing within five (5) business days of providing copies to any person or entity other than LeaderSelect.
- G. WCSO will provide sufficient security for all LeaderSelect Promotional Examinations and related materials in order to maintain the confidentiality and integrity of the LeaderSelect Promotional Examinations and related materials.
- H. WCSO will not provide copies of the LeaderSelect Promotional Examinations and related materials to any other governmental agency.
- I. County and WCSO will not use copies or contents of LeaderSelect Promotional Examinations and related materials for any other purpose in County's governmental entity without written consent from LeaderSelect.
- J. WCSO will return all LeaderSelect printed materials to LeaderSelect, postage or freight prepaid, within thirty (30) calendar days of the testing date. WCSO may request from LeaderSelect an extension of time to return the LeaderSelect's materials if required by an administrative appeal or judicial actions.
- K. Within thirty (30) calendar days of a Promotional Examination, the WCSO Administrator may forward to LeaderSelect any candidate's appeal of a test question. Candidate's may

appeal multiple questions, but must appeal each question on a separate page and must provide the reasoning for each question so appealed. The WCSO Administrator must send all appeals from all candidates from any one Promotional Examination to LeaderSelect at the same time, preferably through electronic mail.

- L. Client will notify LeaderSelect within seven (7) calendar days of any claims, challenges, administrative appeals, or judicial actions related to the products and services provided under this Agreement.

2. Term and Termination

2.1 This Agreement shall commence as of the date of the last party's execution below and continue thereafter until September 30, 2018, unless terminated earlier pursuant to the terms hereof.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay LeaderSelect for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Compensation, Expenses, Payment and Taxes

3.1 The maximum amount payable under this Agreement, without modification, is **Thirty Thousand Dollars (\$30,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations exceed the Compensation Cap. The Compensation Cap is based upon all labor and reimbursable expenses estimated to be required in the performance of the Services provided for under this Agreement. Should the actual costs of all labor and reimbursable expenses rendered under this Agreement be less than the above stated Compensation Cap, then LeaderSelect shall receive compensation for only actual fees and costs of the Services actually rendered and reimbursable expenses actually incurred, which may be less than the above stated Compensation Cap. The Compensation Cap herein referenced may be adjusted for Additional Services requested and performed only if approved by a written amendment signed by both parties.

3.2 LeaderSelect shall be reimbursed for actual reimbursable expenses incurred in the performance of the Services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit B**. Invoices requesting reimbursement for costs and expenditures related to the Services (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to LeaderSelect without mark-up.

3.3 LeaderSelect will invoice County for Services. County's payment of the Services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify LeaderSelect of the discrepancy. Following County's notification of any discrepancy as to an invoice, LeaderSelect must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.4 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of a WORK AUTHORIZATION, if any, or County shall provide LeaderSelect with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership

4.1 LeaderSelect expressly retains all rights to the use or reproduction of examination materials made available to WCSO, the WCSO Administrator, or WCSO's officials, employees, or agents. County hereby agrees that the Promotional Examinations and related materials created by LeaderSelect with WCSO's source materials and collaboration with WCSO's officials, employees, and agents become the intellectual property of LeaderSelect and may be used by WCSO only under the terms of this Agreement.

5. Public Information

5.1 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or

effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to LeaderSelect for the disclosure to the public, or to any person or persons, of any items or information furnished to County by LeaderSelect in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

6.1 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Indemnification

7.1 LeaderSelect shall indemnify and defend County against all claims, liabilities and costs, including reasonable attorney fees, reasonably incurred in the defense of any claim brought against the County in the courts of the United States and Canada by a third party(s) alleging that a party's use of any material, information or technology supplied by the LeaderSelect in relation to the Services provided hereunder infringes or misappropriates any copyright, trade secret or United States or Canadian patent of which the party supplying the material, information or technology is or should be aware; provided that the County notifies the LeaderSelect in writing of any such claim and the LeaderSelect is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on the County. The County shall cooperate fully in the defense of such claim and may appear, at its own expense, through its own counsel. The LeaderSelect may, in its sole discretion, settle any such claim on a basis LeaderSelect substitutes for the material, information or technology, alternative, substantially equivalent non-infringing material, information or technology.

8. Limitation of Liability

8.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. County agrees that the maximum liability of LeaderSelect for any claim or dispute related to this Agreement will not exceed the total Compensation Cap of this Agreement.

9. Change Requests

9.1 County or LeaderSelect may request changes to the Services to be performed under the Agreement by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule or, any extra

services by LeaderSelect necessitated by County not meeting its obligations or preventing LeaderSelect from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

10. Dispute Resolution/Mediation

10.1 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

11. General

11.1 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

11.2 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.3 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

11.4 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

11.5 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

11.6 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.7 County's Right to Audit. LeaderSelect agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of LeaderSelect which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. LeaderSelect agrees that County shall have access during normal working hours to all necessary LeaderSelect facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give LeaderSelect reasonable advance notice of intended audits.

11.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. LeaderSelect understands and agrees that the County's payment of amounts under this Agreement is

contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of Work Authorizations, the terms and conditions of this Agreement shall control.

11.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.11 Entire Agreement. This Agreement (including any WORK AUTHORIZATION attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and LeaderSelect has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

LEADERSELECT, LLC

BY: 

NAME: TODD RENSHAW

TITLE: MANAGING MEMBER

DATE: AUGUST 24, 2017

WILLIAMSON COUNTY, TEXAS

BY: _____

Dan A. Gattis,
Williamson County Judge

DATE: _____, 20____

EXHIBIT A
WORK AUTHORIZATION NO. [REDACTED]

This Work Authorization is made pursuant to the terms and conditions of the Promotional Examination Services and Materials Agreement for the Williamson County Sheriff's Office and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LeaderSelect, LLC (the "LeaderSelect").

WCOS's Administrator	Derrick Dutton, Lieutenant
Services	Promotional Examination for [REDACTED]
Engagement duration	[REDACTED] Days
Begin date	[REDACTED], 20 [REDACTED]
End date	[REDACTED], 20 [REDACTED]

Services description	Delivery schedule (Electronic)	Cost
Promotional Examination for [REDACTED]		\$ [REDACTED]
Promotional Examination for [REDACTED]		\$ [REDACTED]
New Client Discount		[REDACTED] %
Multiple Process Discount		[REDACTED] %
Reimbursable Expenses		\$ [REDACTED]
Total		\$ [REDACTED]

Materials:

LeaderSelect will provide the following materials:

[REDACTED]
[REDACTED]
[REDACTED]

Payment:

Payment shall be made in accordance with the terms of the Agreement.

This Work Authorization is hereby accepted and acknowledged effective as of the date of the last party's signature below.

LeaderSelect, LLC

By: _____
Signature

Printed Name

Title

_____, 20____
Date

Williamson County Sheriff's Office

By: _____
Signature

Printed Name

Title

_____, 20____
Date

EXHIBIT B

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or

traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services

- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.