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IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2014

On this the 27 day of May 2014, the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 10, 2013, the Court heard and approved the budget for the year 2014 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Fire Marshal Accounting Unit: 100543100

**TRANSFER TO:**

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Information Technology	65000	\$ 4,079
TOTAL TRANSFERRED TO:		\$ 4,079

**TRANSFER FROM:**

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Capital Acquisitions	64500	\$ 4,079
TOTAL TRANSFERRED FROM:		\$ 4,079 ✓

**EXPLANATION:**

Need to transfer funds to appropriate line item for Purchase Order 113634.

Department Head: 

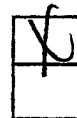
Date: 12-May-14

\*\*\* USE WHOLE DOLLAR AMOUNTS ONLY \*\*\*

THE COUNTY OF FORT BEND

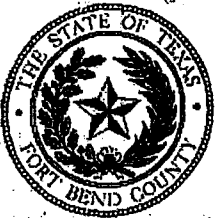
BY: 

Robert E. Hebert, County Judge



GL Transfer

AC Transfer



# FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O. NUMBER: 113634

PAGE #: Page 1 of 1

P.O. DATE: 5/9/2014

DELIVERY BY: 5/16/2014

BUYER: Cheryl Krejci

VENDOR: 23536

REPORTING SYSTEMS INC  
851 COHO WAY #307

BELLINGHAM WA 98225  
AMBER KERNTKE

SHIP TO: Fire Marshal  
1521 Eugene Hiemann Circle Suite 114  
Richmond TX 77469

BILL TO: COUNTY AUDITOR  
301 JACKSON  
RICHMOND, TX 77469

DESCRIPTION	QUANTITY	UNIT COST	EXTEND COST
1 EMERGENCY REPORTING SOFTWARE	1 EA	\$4079.00	\$4,079.00

EMERGENCY REPORTING FIRE/EMS RECORDS MANAGEMENT PACKAGE FOR ONE YEAR AS PER AGREEMENT

GRAND TOTAL: \$4,079.00

STATE OF TEXAS

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COUNTY OF FORT BEND

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**ADDENDUM TO EMERGENCY RESPONSE DATA AGREEMENT**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Reporting Systems, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Emergency Response Data Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

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

1. **Insurance.** Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas.
  - a. Contractor shall obtain such insurance of the following types and minimum limits:
    - i. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
    - ii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  - b. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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

2. **Confidential Information.** Contractor 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 Contractor 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 are not proprietary or confidential information.

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

FORT BEND COUNTY

  
Gilbert D. Jalomo, Jr. CPPB  
Purchasing Agent

5.8.14  
Date

REPORTING SYSTEMS, INC.

  
Authorized Agent- Signature

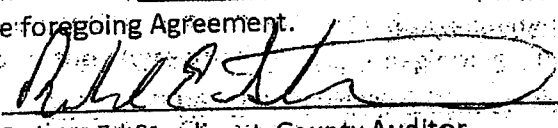
Mark Holleman  
Authorized Agent- Printed Name

Sales Representative  
Title

5/6/14  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 4079.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A



# Bid Proposal

Fort Bend County Fire Marshal  
RICHMOND, TX

Proposal Start Date: 5/1/2014  
Packages Ordered: FIRE; VISION PLUS

Fort Bend County Fire Marshal  
RICHMOND, TX

Proposal Start Date: 5/1/2014  
Packages Ordered: FIRE; VISION PLUS

- Top level station management tools
  - Secure, fault tolerant data storage
  - Automatic upgrades and maintenance reduce IT costs
  - Unlimited concurrent users; web-based access from anywhere
  - Supports more than 75,000 users worldwide including many U.S. Department of Defense Agencies
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