



## Harris County, Texas

1001 Preston St., 1st Floor  
Houston, Texas 77002

### Commissioners Court

#### Request for Court Action

**File #:** 24-4946

**Agenda Date:** 8/6/2024

**Agenda #:** 230.

**Department:** Purchasing

**Department Head/Elected Official:** DeWight Dopslauf

**Regular or Supplemental RCA:** Regular RCA

**Type of Request:** Contract - Amendment

**Project ID (if applicable):** N/A

**Vendor/Entity Legal Name (if applicable):** Forerunner Industries, Inc.

**MWDBE Contracted Goal (if applicable):** N/A

**MWDBE Current Participation (if applicable):** N/A

**Justification for 0% MWDBE Participation Goal:** Exempt - Sole Source

#### Request Summary (Agenda Caption):

Request that the County Judge execute an amendment to a sole source exemption agreement with Forerunner Industries, Inc. in the additional amount of \$15,000 for additional service for licensing, maintenance and support for floodplain management and Community Rating System (CRS) software for the Office of the County Engineer for the period of September 30, 2024 - September 29, 2025, Justification for 0% MWDBE Participation Goal: Exempt - Sole Source.

#### Background and Discussion:

Harris County entered into an initial agreement with Forerunner in October 2020 for Software as a Service (SaaS) for the storage, analysis, and reporting of elevation certificates. The service validates accuracy and facilitates reporting to FEMA for the Community Rating Service (CRS).

#### Expected Impact:

To maintain current level of service as well as take advantage of enhancements and features covered under service maintenance.

#### Alternative Options:

Forerunner is the only vendor that provides a unique suite of software that allows communities to efficiently manage their floodplain management programs, monitor aspects of compliance with the National Flood Insurance Program (NFIP) and streamline activities related to the Community Rating System (CRS) program. Forerunner is also the only vendor that has developed software customized for the extraction of data from Elevation Certificates and for parcel-level floodplain management analysis

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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**Alignment with Goal(s):**

- ☐ Justice and Safety
- ☐ Economic Opportunity
- ☐ Housing
- ☐ Public Health
- ☐ Transportation
- ☐ Flooding
- ☐ Environment
- ☒ Governance and Customer Service

Presented to Commissioners Court

August 6, 2024

Approve: G/R

**Prior Court Action (if any):**

Date	Agenda Item #	Action Taken
12/14/2021	265	Sole Source Exemption & First of Four Renewal Options Approved
08/23/2022	317	Sole Source Exemption & Second of Four Renewal Options Approved. First Amendment to the agreement Approved.
06/27/2023	288	Sole Source Exemption & Third of Four Renewal Options Approved
03/26/2024	465	Sole Source Exemption & Four of Four Renewal Options Approved

**Location:**

Address (if applicable):

Precinct(s): Choose an item.

**Fiscal and Personnel Summary**

Service Name				
	Current Fiscal Year Cost			Annual Fiscal Cost
	Labor	Non-Labor	Total	Recurring Expenses
<b>Funding Sources</b>				
<b>Existing Budget</b>				
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Total Current Budget	\$	\$	\$	\$
<b>Additional Budget Request (Requires Fiscal Review Request Form)</b>				
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Total Additional Budget Request	\$	\$	\$	\$
<b>Total Funding Request</b>	\$	\$	\$	\$

**File #:** 24-4946**Agenda Date:** 8/6/2024**Agenda #:** 230.

<b>Personnel</b> (Fill out section only if requesting new PCNs)				
Current Position Count for Service	-	-	-	-
Additional Positions Request	-	-	-	-
<b>Total Personnel</b>	-	-	-	-

**Anticipated Court Date:** 08/06/2024**Anticipated Implementation Date (if different from Court date):** N/A**Emergency/Disaster Recovery Note:** Not an emergency, disaster, or COVID-19 related item**Contact(s) name, title, department:** Frank Yang, Manager of Technology & Applications, Engineering. Dat Trinh, Buyer, Purchasing**Attachments** (if applicable): Letter, Amendment



**DeWight Dopslauf, C.P.M., CPPO**  
**Harris County Purchasing Agent**

July 29, 2024

Commissioners Court  
Harris County, Texas

**RE: Sole Source Exemption - Local Government Code § 262.204 (a)(7)**

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached Second Amendment to the Agreement(s) for the following:

**Description:** Licensing, Maintenance and Support for Floodplain Management and Community Rating System (CRS) Software for the Harris County Office of the County Engineer

**Vendor(s):** Forerunner Industries, Inc.

**Amount:** \$100,000 previously approved funds for the term 09/30/2024 - 09/29/2025  
15,000 additional funds for the term 09/30/2024 - 09/29/2025  
\$115,000

**Reviewed By:** • Harris County Purchasing • Office of the County Engineer

The Second Amendment increases funding for additional service. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "DeWight Dopslauf".

DeWight Dopslauf  
Purchasing Agent

DT  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA AUGUST 06, 2024**



**AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND  
FORERUNNER INDUSTRIES, INC.**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Amendment to the Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas and acting by and through Harris County Engineering Office (“Department”), and Forerunner, Industries, Inc (“Contractor”) a corporation doing business under the laws of the State of Texas. County and Contractor are known individually as “Party” and collectively as “Parties.”

***Recitals***

On September 30, 2020, the County entered into an agreement with Contractor to provide licensing, maintenance, and support for floodplain management and community rating (CRS) system for the Department (the “Master Agreement”).

On August 23, 2022, the Parties executed an amendment to add additional funds for the Services to the Master Agreement (“First Amendment”).

The County and Contractor now desire to amend the Master Agreement for the second time (“Second Amendment”) for the purpose of adding additional funds to the Master Agreement.

The County and Contractor are adding additional funds as illustrated in the Quote: 2023/2024 Forerunner Costs attached hereto as Exhibit A and incorporated herein by reference.

Contractor warrants and represents that it is willing and capable of providing the services.

***Terms***

**1)     CONTRACT CONSTRUCTION**

This Second Amendment shall be governed by the Master Agreement, and First Amendment which are incorporated by reference as though fully set forth word for word.

**2)     LIMIT OF APPROPRIATION**

Having previously certified funds in the amount of One Hundred Thousand and No/Dollars (\$100,000.00), the County hereby amends the Master Agreement to certify as available Fifteen Thousand and No/Dollars (\$15,000.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to One Hundred Fifteen Thousand and No/Dollars (\$115,000.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall

become liable to pay to Contractor under this Second Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Fifteen Thousand and No/Dollars (\$15,000.00). Contractor understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Contractor may become entitled to under the Master Agreement shall be One Hundred Fifteen Thousand and No/Dollars (\$115,00.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Second Amendment is limited to said sum; and when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Second Amendment.

### 3) ORDER OF PRECEDENCE

In the event of any conflict between the terms and provisions of this Second Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement and First Amendment, this Second Amendment shall control.

All other terms and provisions of the Master Agreement and First Amendment shall remain in full force and effect as originally written and subsequently amended.

### 4) EXECUTION, MULTIPLE COUNTERPARTS

Execution, Multiple Counterparts: This Second Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Second Amendment.

FORERUNNER INDUSTRIES, INC

By: Susanna Pho  
 Name: Susanna Pho  
 Title: COO  
 Date: 6/5/24

HARRIS COUNTY

DocuSigned by:  
 By:   
 LINA HIDALGO  
 COUNTY JUDGE

APPROVED AS TO FORM:  
 Christian D. Menefee  
 COUNTY ATTORNEY

By: Alexa Moores  
 Alexa Moores  
 Assistant County Attorney  
 C.A. File 24GEN1037

## EXHIBIT A

Quote: 2023/2024 Forerunner Costs

FORERUNNER

548 Market Street #93531  
San Francisco, CA 94104

www.withforerunner.com  
jt@withforerunner.com

Quote: 2023/2024 Forerunner Costs

All costs are annual subscription costs unless otherwise noted.

Forerunner Dashboard Subscription

Item	Unit Price	Cost
Base License (up to 75 active users)	\$50,000.00	\$50,000.00
Account Customizations <sup>1</sup>	\$45,000.00	\$45,000.00
Account Integration <sup>1,2</sup>	\$15,000.00	\$15,000.00
Maintenance, Support, & Ongoing EC Processing	\$5,000	\$5,000.00
Total Cost		\$115,000

- 1. Details outlined in SOW No. 2
- 2. Sharepoint integration replaced with ePermits URL integration



ORDER OF COMMISSIONERS COURT  
Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the 6th day of August, 2024 with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AMENDMENT TO AGREEMENT WITH  
FORERUNNER INDUSTRIES, INC.

Commissioner Garcia introduced an order and moved that Commissioners Court adopt the order. Commissioner Ramsey seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

**IT IS ORDERED** that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the Second Amendment to the Master Agreement to add \$15,000.00 to compensate Forerunner Industries, Inc., for additional services. The Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioners Court

August 6, 2024

Approve: **G/R**