



Paige McInnis
Harris County Purchasing Agent

June 23, 2025

Commissioners Court
Harris County, Texas

RE: Settlement Agreement

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the attached First Amendment for the following:

Description: Security Information and Event Management (SIEM) and Managed Security (MSS) Solutions for the Harris County Toll Road Authority

Vendor: Fortra, LLC

Amount: \$ 228,229 previously approved funds for the term through 7/31/2025
____95,096 additional funds for the term 8/1/2025 – 12/31/2025
\$ 323,325

Reviewed by: X Harris County Purchasing X Toll Road Authority

The First Amendment provides additional funds and extends the term of the Agreement. Purchase order(s) will be issued upon Commissioners Court approval. Project rebid active under Job No. 240310.

Sincerely,

Paige McInnis

Paige McInnis
Purchasing Agent

MO
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JULY 10, 2025

**FIRST AMENDMENT TO ADDENDUM
TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND
FORTRA, LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First 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 Toll Road Authority (“Department”), and Fortra, LLC (“Contractor”). The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

On March 27, 2025 WHEREAS, the County wishes to obtain certain services and products from Fortra for Security Information and Event Management (SIEM) and Managed Security (MS) services for the benefit of the Harris County Toll Road Authority.

Contractor represents it is capable and willing to provide the Services.

Both the County and Contractor desire to amend the agreement for the First Amendment to extend the term and provide additional funds (“First Amendment”).

Terms

I.

The term of the Agreement is hereby extended for five months beginning August 1, 2025 and ending December 31, 2025. Prior expiration of the initial term, this Agreement may be renewed, at the County’s option, by providing Fortra with written notice of the County’s intent to renew at least thirty (30) days prior to the expiration of any one-year term.

III.

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Amendment, and the total maximum sum that the County shall become liable to pay Contractor under this Amendment for the Services, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Ninety-Five Thousand Ninety-Five Dollars and Fifty-Five Hundredths (\$95,095.55). Notwithstanding anything

to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Amendment is limited to said sum; and when all the funds are expended, Contractor's sole and exclusive remedy shall be to terminate this Amendment.

IV.

It is expressly understood and agreed that the Agreement is attached to this First Amendment and incorporated herein by reference. In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, this First Amendment shall control.

V.

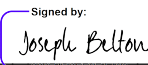
All other terms and provisions of the Agreement shall remain in full force and effect as originally written and subsequently amended.

VI.

Execution, Multiple Counterparts: This First 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 First Amendment.

[EXECUTION PAGE FOLLOWS]

FORTRA, LLC

By: 
Name: Joseph Belton
Title: Corporate Counsel
Date: 6/18/2025

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
COUNTY ATTORNEY

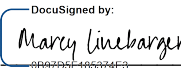
By: 
Marcy Linebarger
Senior Assistant County Attorney
C.A. File 25GEN1279

EXHIBIT A

Quote

(follows behind)



Company Information		Customer Information	
Bill To Company	HCTRA	Customer	HCTRA
Primary Billing Contact		Primary Customer Contact	
Name	Harris County Auditor's Office Accounts Payable Department	Name	Kendra Clark
Phone		Phone	
Email	vendorinvoices@aud.hctx.net	Email	kendra.clark@hctra.org
Title		Title	
Bill To Address	1001 Preston, 8th Floor	Ship To Address	7701 Wilshire Place Dr.
City	Houston	City	Houston
State	Texas	State	Texas
Postal Code	77002	Postal Code	77040
Country	United States	Country	United States

Order Summary			
Order Number	Q-112006	Payment Terms	Net 30
Initial Duration	5 Months	Billing Frequency	Annual
Renewal Duration	12 Months	Currency	USD
Effective Date	Last signature date below	Auto-Renew	Yes
Sales Tax	Prices shown are exclusive of all local, state, federal, foreign, or value-added taxes.		

Subscription Details

Renewal Subscription: Alert Logic MDR Subscription Term: Start Date: August 1, 2025 End Date: December 31, 2025

Solution Name	Subscription Type	Quantity	Unit of Measure
TM8C32GB - Threat Manager Appliance	Recurring	3.00	Each
Professional - Setup Fee	One-Time	1.00	Each
Professional	Recurring	1000.00	Nodes
Log Collection Physical Appliance	Recurring	2.00	Each
ActiveWatch Enterprise	Recurring	1.00	Each

Log usage not to exceed aggregated average of 100MB/day/node in any calendar quarter.

Subscription Fees

The Subscription listed herein shall be included under the **Bill To Company's** Current Subscription as of the Effective Date of this Order Form, or if there is an existing subscription, it will amend and replace the **Bill To Company's** Current Subscription.

	One-Time Fees	Annual Fees
Total Fees for Subscription:	\$0.00	
Total Contract Value:	\$95,095.55	

Subscription Terms & Conditions

The signatory of this Order Form agrees that: (i) he/she is authorized to make the purchase shown above on behalf of the 'Bill To' entity, and such entity will pay for the Products and Services as set forth in this Order Form; and (ii) this Order Form is incorporated into and is governed by the Master Terms and Conditions located at <https://www.alertlogic.com/company/legal/terms> unless the parties have separately executed an agreement (e.g., a Reseller or Master Service Provider agreement) that governs this Order Form.

Initial Subscription Term

The service term begins on the Service Commencement Date and will continue for the Initial Duration noted above. If the Effective Date of the Order Form is on or before the 15th day of the applicable calendar month, then the Service Commencement Date means the first day of the subsequent calendar month. If the Effective Date of the Order Form is after the 15th day of the applicable calendar month, then the Service Commencement Date means the first day of the second subsequent calendar month.

Renewal Term

This Order form will automatically renew for the Renewal Subscription Duration noted above (each, a 'Renewal Term' and, together with the 'Initial Term', the 'Subscription Term'), beginning on the 1st calendar day after expiration of the then-current Initial or Renewal Term, unless terminated in accordance with the provisions in the MTC.

Billing Terms

All invoices will be issued on or about the 1st business day of a calendar month. Fees for Services will be invoiced upfront according to the Billing Frequency noted above, except for the initial invoice for Services which will be sent on or about the 1st business day of the calendar month subsequent to the Service Commencement Date. Fees for One-Time Fees will be invoiced on the first invoice after the Effective Date of the relevant Order Form or the charges are incurred. Usage or overage fees, if applicable, will be invoiced in arrears on the first invoice subsequent to the charges being incurred.

Description of Services

The Solution Documentation for the Solution listed above along with the Parties' respective roles and responsibilities are set forth in <https://www.alertlogic.com/docs/Alert-Logic-Threat-Management-Master-Service-Description.pdf>

Signatures

In witness whereof, the Parties have executed this Order Form as of the date set forth below:

Bill To Company:

Fortra, LLC Signature:

Name:

Name:

Title:

Title:

Date:

Date:

ORDER OF COMMISSIONERS COURT
Authorizing execution of amendment to the 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 ____ day of _____, 2025 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO
THE AGREEMENT BETWEEN HARRIS COUNTY AND
FORTRA, LLC**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input 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 First Amendment to the Agreement with Fortra, LLC. to obtain certain services and products from Fortra for Security Information and Event Management (SIEM) and Managed Security (MS) services for the benefit of the Harris County Toll Road Authority under RFP Job No. 19/0127 at a cost to the County of \$95,095.55. The Agreement is incorporated herein by reference for all purposes 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 purpose of this Order.