



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

April 10, 2024

Commissioners Court
Harris County, Texas

RE: Agreement

Members of Commissioners Court:

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

Description: Enterprise Resource Planning System for Harris County

Vendor: Oracle America, Inc.

Amount: \$17,210,234 previously approved funds 04/29/2023 – 04/28/2024
244,970 additional funds 04/29/2023 – 04/28/2024
\$17,455,204

Reviewed by: X Harris County Purchasing X Universal Services – Technology
 X Toll Road Authority X Flood Control District

The Sixteenth Amendment increases funding for time and material services. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf

DeWight Dopslauf
Purchasing Agent

TM
Attachment(s)
Cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 23, 2024

**SIXTEENTH AMENDMENT TO THE ORACLE MASTER AGREEMENT
BETWEEN
HARRIS COUNTY AND ORACLE AMERICA, INC.**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Sixteenth Amendment to the Oracle Master Agreement (this “Amendment”) 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 Oracle America, Inc. ("Contractor"), a Delaware corporation. The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

The County and Contractor entered into that certain Oracle Master Agreement US-GMA-652214 with an effective date of April 29, 2016 (together with all amendments and attachments thereto, the "Master Agreement").

The Parties desire to amend the Master Agreement to consummate the purchase of the time and materials services set forth in the Oracle ordering document with footer no. US-15331816, which is attached hereto as Exhibit A (the “Ordered Services”).

Terms

I.

The County wishes to order the Ordered Services.

II.

The terms and conditions applicable to the Ordered Services shall be as set forth in the applicable ordering document and the Master Agreement (as amended hereby). No Services can begin prior to issuance of a Purchase Order.

III.

LIMIT OF APPROPRIATION: Contractor and the County agree that the County is appropriating the sum of Two Hundred Forty-Four Thousand Nine Hundred Seventy and No/Dollars (\$244,970.00) as certified available by the Harris County Auditor for purposes of satisfying the County’s payment obligations for the Ordered Services. The County shall not be liable under any circumstances or any interpretations hereof for compensation for the Ordered Services except for those amounts certified available by the Harris County Auditor, as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent for the certified amount.

It is expressly understood and agreed that the ordering document attached as Exhibit A is incorporated herein by reference. In the event of any conflict between the applicable terms and provisions of this Sixteenth Amendment, or any portion thereof, and the applicable terms and provisions of any other part or portion of the Master Agreement (including any previous amendments thereto), this Sixteenth Amendment shall control.

IV.

Execution. Multiple Counterparts: This Sixteenth 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 Sixteenth Amendment.

[SIGNATURE PAGE FOLLOWS]

ORACLE AMERICA, INC.

DocuSigned by:
Lynn Wietlispach
By: _____
Name: Lynn Wietlispach
Title: Manager, Americas SSC
Date: 28-Mar-2024 | 12:54 PM PDT

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: *Cherelle Sims*
Cherelle Sims
Assistant County Attorney
C.A. File 24GEN0593

EXHIBIT A

Oracle Ordering Document no. US-15331816

(follows behind)

Ordering Document Number: US-15331816

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: Harris County Toll Road Authority Your Address: 7701 Wilshire PI Dr. Houston, TX 77040
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Oracle Representative:	Russell Haddock	Your Billing Contact:	Kelsey Heath
Address:	500 Eldorado Blvd Broomfield, CO 80021	Address:	7701 Wilshire PI Dr. Houston, TX 77040
Phone Number:	817-880-4508	Phone Number:	713-587-7918
Email Address:	russell.haddock@oracle.com	Email Address:	Kelsey.Heath@hctra.org

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$244,970.00	\$0.00	\$244,970.00
Total Fees and Estimated Expenses				\$244,970.00

A. TERMS

1. **Applicable Master Agreement:**
This order incorporates by reference the Master Agreement US-GMA-652214 and all amendments and addenda thereto (collectively, the “Master Agreement”).
2. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies (“Policies”) available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order.
3. **Payment Terms:** Net 30 days from invoice date.
4. **Currency:** US Dollars.
5. **Offer Valid through:** 24-MAY-2024
6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
8. **Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order (“services and deliverables”) for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall

govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

- 1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee’s arrival on-site.

Harris County Toll Road Authority	Oracle America, Inc.
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	<i>{to be completed by Oracle}</i>

Your Name: Harris County Toll Road Authority
Ordering Document Number: US-15331816
Exhibit Number: 1

1. Description of Services.
Oracle will provide You with up to one hundred and forty-one (141) person days of technical assistance for Your Video Annotation project (“Project”) in Your existing tenancy in Oracle Cloud Infrastructure (“OCI”). The Services may include assistance with the following tasks:

A. Video Annotation
1. Configuring OCI environment for each of up four (4) source video cameras.
2. Uploading up to fifty (50) videos for each source video camera into OCI object storage.
3. Annotating each video with vehicle, axle, and trailer attributes (“annotated video”).
4. Providing each annotated video to You for Your model training.

B. Video Annotation Enablement
1. Conduct up to twenty (20) hours of workshops with up to two (2) participants to demonstrate and review the following:
a. OCI environment configuration including Computer Vision Annotation Tool (“CVAT”).
b. Procedures and techniques for annotating a video.

C. Video Annotation Guidance
1. Provide up to thirty-two (32) person days of technical guidance to You while You annotate videos with vehicle, axle, and trailer attributes.

D. Engagement Management
1. Identify and coordinate Oracle resource(s) for the delivery Services identified in this exhibit.
2. Organize and host project kick-off meeting to align activities to be performed, timelines and expected outcomes.
3. Establish communication cadence for working sessions, status meetings and written status reports.
4. Set up and host a weekly project status meeting with Your key stakeholders to review progress, budget, issues and risks.
5. Organize and host a project wrap-up meeting to review an engagement summary document, key findings and recommendations.
2. Rates, Estimated Fees and Expenses, and Taxes.
A. The Services are performed on a time and materials (“T&M”) basis; that is, subject to the terms of this section, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

B. Rates. For a period of one year from the ordering document effective date, the Services will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle’s consulting rates in effect when the Services are performed.

Standard Rates	
Price Level	Hourly Rate
Executive	\$425.00
Director	\$340.00
Managing Consultant	\$276.25
Advanced Consultant	\$223.13
Consultant	\$138.13

- C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee estimate for labor under this exhibit is two hundred forty-four thousand nine hundred seventy dollars (\$244,970.00); the estimate for expenses is an additional zero dollars (\$0.00). These and any other estimates are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. Oracle will cease performing the Services once the fee estimate is reached, unless You and Oracle agree in an amendment that Oracle will continue to provide the Services on a T&M basis.
3. Project Management.
You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.
4. Your Cooperation.
A. Provide the videos to Oracle.
5. Project Assumptions.
A. A person day is defined as one (1) resource working up to eight (8) hours.
B. A video is up to three (3) seconds in length with up to sixty (60) frames.
C. You shall execute model training using the annotated videos.

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 ____ day of _____, 2024 with all members present except _____.

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

ORDER AUTHORIZING EXECUTION OF THE SIXTEENTH AMENDMENT TO THE
ORACLE MASTER AGREEMENT BETWEEN
HARRIS COUNTY AND ORACLE AMERICA, INC.

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	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey, P.E.	☐	☐	☐
Comm. Briones	☐	☐	☐

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, an amendment to the Master Agreement with Oracle America, Inc. to provide time and material services for an amount not to exceed Two Hundred Forty-Four Thousand Nine Hundred Seventy and No/Dollars (\$244,970.00). The Sixteenth 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.