September 7, 2022

SUPPLEMENTAL ITEM

Commissioners Court
Harris County, Texas

RE: **Agreement**

Members of Commissioners Court:

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

Description: Enterprise Resource Planning System for Harris County

Vendor: Oracle America, Inc.

Amount: $ 251,006 additional funds for the term 4/29/22 – 4/28/23
 7,431,000 previously approved funds for the term 4/29/22 – 4/28/23
$7,682,006

Reviewed by: __X__ Universal Services - Technology   __X__ Harris County Purchasing
__X__ Toll Road Authority   __X__ Flood Control District

The Ninth Amendment adds funding for technical support services for the Harris County Toll Road Authority. A purchase order will be issued up Commissioners Court approval.

Sincerely,

DeWight Dopslauf

DeWight Dopslauf
Purchasing Agent

JG
Attachment(s)
cc: Toll Road Authority
   Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 13, 2022

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

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Ninth 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 (i) the services set forth in the Oracle ordering document amendment with footer no. US-12869175 ("ODA-1"), which is attached hereto as Exhibit A, and the Oracle ordering document amendment with footer no. US-12716579 ("ODA-2") which is attached hereto as Exhibit B, both of which amend Oracle ordering document US-10168428 (the "Original Services Order"); and (ii) software licenses and technical support as set forth in the Oracle ordering document with footer no. CPQ-2541881, attached hereto as Exhibit C (the "Ordered Programs"). The services set forth in ODA-1 and ODA-2 are collectively referred to as the "Ordered Services".

Terms

I.

The Parties acknowledge and agree that the term of the Master Agreement has been extended through April 28, 2023, with two (2) additional one-year options remaining.

II.

The County wishes to order the Ordered Programs and the Ordered Services.

III.

The terms and conditions applicable to the Ordered Programs shall be as set forth in Exhibit C and the Master Agreement. The terms and conditions applicable to the Ordered Services shall be as set forth in the Original Services Order (as amended by ODA-1 and ODA-2) and the Master Agreement. No Services can begin prior to issuance of a Purchase Order.

<center>IV.</center>

LIMIT OF APPROPRIATION: Contractor and the County agree that the amount of fees for the Ordered Programs purchased by the County under this Ninth Amendment shall not exceed the sum of Two Hundred Fifty-One Thousand and Six 00/Dollars ($251,006.00). It is expressly understood and agreed that the County has available the total maximum sum of Two Hundred Fifty-One Thousand and Six 00/Dollars ($251,006.00) as certified available by the Harris County Auditor for purposes of satisfying the County's payment obligations for the Ordered Programs. The County shall not be liable under any circumstances or any interpretations hereof for compensation for the Ordered Programs 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. Fees and expenses for the Ordered Services under this Ninth Amendment may be paid out of funds appropriated at the time of execution of the Ninth Amendment or by funds previously appropriated for purchases under the Master Agreement.

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

<center>IV.</center>

Execution. Multiple Counterparts: This Ninth 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 Ninth Amendment.

<center>[SIGNATURE PAGE FOLLOWS]</center>

ORACLE AMERICA, INC.

HARRIS COUNTY

By: _Jake Camarillo_

Name: Jake Camarillo

Title: Manager, Americas SSC, Deal Management

Date: 07-Sep-2022 | 8:57 AM CDT

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
COUNTY ATTORNEY

By: _Cherelle Sims_
Cherelle Sims
Assistant County Attorney
C.A. File 22GEN2528

ORACLE	**ACS ORDERING DOCUMENT AMENDMENT**

Your Name: **Harris County Toll Road Authority** **Your Address: 7701 Whilshire Place Dr.** **Houston, TX 77040**	Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065

This Amendment ("Amendment" or "ODA-1") amends your order as identified below and all amendments thereto between you and Oracle America, Inc. ("Oracle").

Offer Valid through: 30-SEP-2022.

Your order US-10168428 is amended as follows:

A. AMENDMENT DETAILS

1. You and Oracle hereby agree to amend the ordering document as follows:

   a) In the existing Services Table, delete the heading "ACS Services Ordered" and replace with "ACS Services Ordered (initial 12 months of Term)".

   b) Add the following Services Table:

ACS Services Ordered under ODA-1	**Part Number**	**Quantity**	**Reference**	**Fees**	**Estimated Expenses**
Time and Materials Services A. Technical Account Manager I B. Advanced Support Engineer	N/A	N/A	(ODA-1) Exhibit 2	$103,435.80	$2,000.00
Total Fees and Estimated Expenses under ODA-1				**$103,435.80**	**$2,000.00**

   c) Section **A.5 Term** – Delete Section A.5, Term, in its entirety and replace it with the following: "**Term**: The term of Services shall be from the initial start date of Services (29-APR-2021) under this Ordering Document through 30-SEP-2022 ("Term")."

2. You and Oracle hereby agree to amend the Exhibit 2: ACS TIME & MATERIALS EXHIBIT as follows:

   a) Section **B Rates** - Delete the second paragraph and Rates Table in its entirety and replace with the following text and table:

   "From the Effective Date of ODA-1 to this Ordering Document through 30-SEP-2022, the T&M Services will be provided at the rates set forth in the table below corresponding to (i) the day/time period ("Work Shift") when Services are performed and (ii) the scheduling of such Services ("Work Period"). Work Shift and Work Period are defined below."

Resource Level	Work Period[2]	Work Shift[1]		
		Standard Business Hours Hourly Rate	Extended Business Hours Hourly Rate	Weekends & Holidays Hourly Rate
• Technical Account Manager I From: United States	Standard Delivery	$290.55	$363.18	$435.82
• Advanced Support Engineer From: United States	Urgent Delivery	$527.04	$658.80	$790.56

B. ADDITIONAL TERMS

1. <u>Order of Precedence.</u> In the event of any inconsistencies between your order and this Amendment, this Amendment shall take precedence.

2. <u>Other.</u> Subject to the modifications herein, your order shall remain in full force and effect.

Harris County Toll Road Authority:

Authorized Signature: _____

Name: Lina Hidalgo

Title: County Judge

Signature Date: _____

Amendment Effective Date: <u>29-APR-2022</u>

Oracle America, Inc.:

Authorized Signature: *Jake Camarillo*
DocuSigned by:
3C26488AB41E4BB...

Name: Jake Camarillo

Title: Manager, Americas SSC, Deal Management

Signature Date: 07-Sep-2022 | 8:57 AM CDT

ORACLE	ACS ORDERING DOCUMENT AMENDMENT

Your Name: **Harris County Toll Road Authority** **Your Address: 7701 Whilshire Place Dr.** **Houston, TX 77040**	Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065

This Amendment ("Amendment" or "ODA-2") amends your order as identified below and all amendments thereto between you and Oracle America, Inc. ("Oracle").

Offer Valid through: 30-SEP-2022.

Your order US-10168428 is amended as follows:

A. AMENDMENT DETAILS

1. You and Oracle hereby agree to amend the ordering document as follows:

    a)   Add the following Services Table:

ACS Services Ordered (ODA 2)	Part Number	Quantity	Reference	Fees	Estimated Expenses

Annual Services
A. Oracle Engineered Systems Quarterly Patch Deployment
    1. Supplemental Resources
        a. Annual Technical Account Manager II for Systems - 2 days
	B85528
	
	B76417
		1	(ODA-2) Exhibit 1	$27,929.68	$0.00

B. Oracle Engineered Systems Quarterly Patch Deployment
    1. Supplemental Resources
        a. Annual Technical Account Manager II for Software - 2 days
	B85528
	
	B76416
		1	(ODA-2) Exhibit 1	$29,546.27	$0.00

Time and Materials Services A. Technical Account Manager I B. Advanced Support Engineer	N/A	N/A	(ODA-2) Exhibit 2	$465,415.70	$21,000.00

Managed Services
A. Oracle Advanced Management for Hybrid Cloud*
    1. Supplemental Resources*
        a. Annual Technical Account Manager II for Oracle Cloud - 22 days
	B95183
	B92268
		1	(ODA-2) Exhibit 3	$209,237.71	$0.00

Total Fees and Estimated Expenses under ODA-2				**$732,129.37**	**$21,000.00**

2. You and Oracle hereby agree to amend the Exhibit 1: ACS ANNUAL SERVICES EXHIBIT as follows:

    a)   Section **A.3 Oracle Product Environment** – Delete the header for OPE Table #1 and replace with "Oracle Engineered Systems Quarterly Patch Deployment OPE Table #1 (initial 12 months of Term)".

b) Section **A.3 Oracle Product Environment** – Delete the header for OPE Table #2 in its entirety and replace with the "Oracle Engineered Systems Quarterly Patch Deployment OPE Table #2 (initial 12 months of Term).

c) Section **A.3 Oracle Product Environment** – Insert the following two tables below OPE Table #2:

Oracle Engineered Systems Quarterly Patch Deployment OPE Table #1 (for Services added by ODA-2)		
Part Number(s): B85528		
Technologies / Product Name(s)	**Serial Number(s)**	**Qty/Unit**
Engineered Systems 1. SuperCluster (1/2 rack, up to 4 DB)	N/A	__2__ Engineered Systems Quarterly Patch Deployment – Two Times per Year
2. SuperCluster Incremental data base (1 DB, RAC or non-RAC)	N/A	__5__ Engineered Systems Quarterly Patch Deployment – Two Times per Year
3. SuperCluster Incremental storage server (1 storage cell)	N/A	__6__ Engineered Systems Quarterly Patch Deployment – Two Times per Year

Oracle Engineered Systems Quarterly Patch Deployment OPE Table #2 (for Services added by ODA-2)		
Part Number(s): B85528		
Technologies / Product Name(s)	**Serial Number(s)**	**Qty/Unit**
Engineered Systems 1. SuperCluster (1/2 rack, up to 4 DB)	N/A	__2__ Engineered Systems Quarterly Patch Deployment – Two Times per Year
2. SuperCluster Incremental data base (1 DB, RAC or non-RAC)	N/A	__5__ Engineered Systems Quarterly Patch Deployment – Two Times per Year
3. SuperCluster Incremental storage server (1 storage cell)	N/A	__12__ Engineered Systems Quarterly Patch Deployment – Two Times per Year

d) Section **B Fees, Expenses and Payment** – Insert the following paragraph at the end of Section B:

"The foregoing paragraphs of this Section B shall not apply to Services ordered pursuant to ODA-2. For purposes of the Services ordered pursuant to ODA-2, the following shall apply: Notwithstanding anything to the contrary in your order or this exhibit, the fees for Annual Services as identified in the Services Ordered table and any applicable taxes shall be invoiced **quarterly in arrears** of service performance. You will be invoiced in four (4) quarterly payments calculated from the Effective Date of ODA-2. You are responsible for payment of expenses, if any, which will be invoiced monthly as they are incurred. All fees due under this exhibit are non-cancelable and the sums paid non-refundable."

3. You and Oracle hereby agree to add the ACS Managed Services Exhibit attached to this ODA-2 to the Ordering Document as a new Exhibit 3: ACS MANAGED SERVICE EXHIBIT.

B. ADDITIONAL TERMS

1. <u>Order of Precedence.</u> In the event of any inconsistencies between your order and this ODA-2, this ODA-2 shall take precedence.

2. <u>Other.</u> Subject to the modifications herein, your order shall remain in full force and effect.

The terms and pricing granted under this order are contingent on Your simultaneous execution of Amendment One. Amendment One may be accepted by Oracle even if this order is not signed. However, this order is not accepted unless Amendment One is signed.

Harris County Toll Road Authority:

Authorized Signature: _____

Name: ___Lina Hidalgo_____

Title: ___County Judge_____

Signature Date: _____

Amendment Effective Date: _____ *{to be completed by Oracle}*

Oracle America, Inc.:

Authorized Signature: *Jake Camarillo*
DocuSigned by:
3C26488AB41E4BB...

Name: Jake Camarillo

Title: Manager, Americas SSC, Deal Management

Signature Date: 07-Sep-2022 | 8:57 AM CDT

For Your internal reference purposes, Harris County Purchase Order # HCNTY-0000051537 relates to this ODA-2.

ORACLE	**ACS MANAGED SERVICES EXHIBIT** **FOR ACS ORDERING DOCUMENT**

Your Name: **Harris County Toll Road Authority**
Ordering Document Number: **US-10168428**
Exhibit Number: **Exhibit 3**

This exhibit incorporates by reference the terms of Your order. This exhibit may also be referred to as the Managed Cloud Services exhibit.

A. <u>Managed Services Ordered.</u>

    1. <u>Managed Services Ordered</u>. Services purchased by You under this exhibit are identified in the Services Ordered table of Your Order (the "Services").

        Services identified with an "*" in the Services Ordered table of Your Order are described in a service description in the Oracle Managed Cloud Services Service Descriptions published at www.oracle.com/corporate/contracts/.

    2. <u>Services Delivery Location</u>. For Services provided remotely as described in Your order, You and Oracle shall agree in advance as to the location(s) of Your systems that Oracle may access. In the event that Services are provided by resources on-site as described in Your Order, Oracle will perform such Services at Your location listed in the Order.

B. <u>Fees, Expenses and Payment.</u> You agree to pay Oracle the fees for the Services as identified in the Services Ordered table in Your order and as described in this exhibit. This fee is invoiced **monthly in arrears** of the commencement of the Services and does not include expenses, if applicable, or taxes. All fees due under this exhibit are non-cancelable and the sums paid non-refundable. If applicable, expenses related to the Services are specified in Your order and will be invoiced monthly as they are incurred.

C. <u>Description of Services.</u>

    1. <u>Service Specifications</u>. The Service Specification for a service identified with an "*" in the Services Ordered Section of this Managed Cloud Services Exhibit includes the applicable service description contained in the *Managed Cloud Services Service Descriptions* published at www.oracle.com/contracts.

    2. <u>Oracle Advanced Management for Hybrid Cloud</u>. The following paragraph and table shall be added to the Service Description. Notwithstanding anything to the contrary, the modification set forth in this Section shall take precedence over the original unmodified content of the Service Description.

Service Maximums

The Services are subject to the following constraints ("Service Maximums").

<div align="center">Service Maximums</div>

Service Type			**Quantity**		
Number of Requests for Change			Up to 250		
Supplemental Resources Annual Technical Account Manager II for Oracle Cloud			Up to 22 days		
Supported Product(s)	**Serial Number(s)**	**Coverage**	**Unit**	**Quantity**	**Alternate Months**

Oracle Database 19c		Production	Databases	8	
Oracle Database 19c		Production	Incremental RAC Nodes	32	
Oracle Database 19c		DR	Databases	8	
Oracle Database 19c		DR	Incremental RAC Nodes	32	
Oracle Database 19c		Non-Production	Databases	13	
Oracle Database 19c		Non-Production	Incremental RAC Nodes	8	
OEL 7 VM		Production	Units	12	
OEL 7 VM		Non-Production	Units	8	
OEL 7 VM		DR	Units	8	
GoldenGate		Production	Instance	1	
GoldenGate		Non-Production	Instance	1	

D. Your Obligations.

In addition to the obligations stated in Your order, You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations:

1. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer Services, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to the Services from Your networks.

2. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

3. You acknowledge that (i) You have separately acquired and will continue to maintain for the duration of the Services a cloud subscription or the licenses and Oracle Software Update License & Support (also referred to as "Premier Support"), or any equivalent successor Oracle technical support offering, for any necessary Oracle programs, including those for which the Services are provided, (ii) You will maintain licenses and technical support for any Third Party Software or Required Software used in Your Environment(s), and (iii) Your use of such programs and technical support are governed solely by the agreement(s) under which such subscription or licenses and technical support are obtained. Oracle may temporarily suspend Your password, account, and access to or use of the Services if Your cloud subscription or the licenses and Oracle Software Update License & Support or any equivalent successor Oracle technical support offering, for any necessary Oracle programs, lapse.

4. You shall obtain at Your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the services under this order. Unless specified otherwise in the Service Specifications, You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into Your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

5. The performance of Services is contingent upon You meeting Your obligations and responsibilities as described in the Service Specifications. You acknowledge and agree that any exception to Your compliance with such obligations and responsibilities is granted on the condition that Oracle is not responsible for the resulting consequences.

E. **Terms and Conditions**.

1. Schedule C. For avoidance of doubt, services under this order are "Services" within the meaning of, and subject to the terms of, Schedule C to the Master Agreement.

2. Exclusive Remedy. If the Services provided to You for any given month during the term of the Services were not in accordance with the warranty specified in the previous Section of this exhibit (Warranty and Disclaimers), You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must identify the services that were deficient and describe the deficiency (including the Service Request number notifying Oracle of the deficiency in Services), and must be submitted to outsourcingcredit_ww_grp@oracle.com. Additionally, one of the following terms may also apply:

   For deficient Services that have a Service Level set forth in the applicable Service Description or the Service Level Agreement Schedule in the Statement of Work, Oracle will remit, if applicable, a Services fee credit for such month calculated at as set forth in such Service Description or Service Level Agreement Schedule. Otherwise, Oracle will remit, if applicable, a Services fee credit for such month calculated at 10 percent of the monthly payment amount for the applicable deficient Service.

   The credit will be in the form of a credit towards any outstanding balance for Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER

3. Data Privacy. In addition to the privacy and security policies referenced in the Agreement and order for the applicable services, Oracle will comply with the Oracle Managed Cloud Services Service Description. The Oracle Managed Cloud Services Service Descriptions are available under the category "Cloud Services" at http://www.oracle.com/contracts.

   During the Services Period, Oracle may update the Managed Cloud Services Service Descriptions to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Period.

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 _____ , 2022 with all members present except _____ .

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

ORDER AUTHORIZING EXECUTION OF NINTH 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	Yes	No	Abstain
Judge Hidalgo	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey	☐	☐	☐
Comm. Cagle	☐	☐	☐

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. for additional software licenses and technical support and advanced customer services; for an additional Two Hundred Fifty-One Thousand and Six 00/Dollars ($251,006.00) in appropriated funds; the Ninth 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.