January 31, 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 Fourteenth Amendment to the Agreement(s) for the following:

Description: Enterprise Resource Planning System for Harris County

Vendor(s):   Oracle America, Inc.

Amount: $15,420,331 previously approved funds for the term 4/29/2023 - 4/28/2024
                         64,354 additional funds for the term 4/29/2023 - 4/28/2024
                 $15,484,685

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

The Fourteenth Amendment increases funding for additional software services. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf

DeWight Dopslauf
Purchasing Agent

AR
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA FEBRUARY 27, 2024

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

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Fourteenth 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 to (i) attach and incorporate Schedule OSSS – Oracle Open Source Support Services, attached hereto as Exhibit A, into the Master Agreement and (ii) consummate the purchase of the support services set forth in the Oracle ordering document with footer no. CPQ-3287974 - 1, which is attached hereto as Exhibit B (the "Ordered Services").

Terms

I.

The first paragraph of Section 2 (Master Agreement Term and Applicable Schedules) of the Master Agreement is hereby amended by inserting the following bullet point at the end of the first paragraph of Section 2

> • As of the Effective Date of Amendment Fourteen to the Master Agreement, the following Schedule is added and incorporated into the Master Agreement: Schedule OSSS – Oracle Open Source Support Services.

Schedule OSSS, Oracle Open Source Support Services, which is attached hereto as Exhibit A and incorporated herein, is hereby appended to the Master Agreement as a Schedule thereto.

II.

The County wishes to order the Ordered Services.

III.

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.

IV.

LIMIT OF APPROPRIATION: Contractor and the County agree that the amount of fees for the Ordered Services purchased by the County under this Fourteenth Amendment equals Sixty-Four Thousand Three Hundred Fifty-Four and No/Dollars ($64,354.00). It is

expressly understood and agreed that the County has available the total maximum sum of Sixty-Four Thousand Three Hundred Fifty-Four and No/Dollars ($64,354.00) 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 B is incorporated herein by reference. In the event of any conflict between the applicable terms and provisions of this Fourteenth 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 Fourteenth Amendment shall control.

IV.

Execution. Multiple Counterparts: This Fourteenth 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 Fourteenth Amendment.

[SIGNATURE PAGE FOLLOWS]

ORACLE AMERICA, INC.

By: _Michael Estrada_
Name: Michael Estrada
Title: NAMER Sr Contracts Manager
Date: 29-Jan-2024 | 2:24 PM PST

HARRIS COUNTY

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 23GEN3355

<table>
<tr><td>**ORACLE®**</td><td>**Schedule OSSS – Oracle Open Source Support Services**</td></tr>
</table>

Oracle America, Inc. ("Oracle")
500 Oracle Parkway Redwood Shores,
CA 94065

Your Name:	Harris County
General Terms Reference:	US-GMA-652214

This Oracle Open Source Support Services Schedule (this "Schedule OSSS") is a Schedule to the General Terms referenced above. The General Terms and this Schedule OSSS, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule OSSS shall co-terminate with the General Terms.

1. **DEFINITIONS**

    1.1   "**Covered Programs**" is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle VM Covered Programs (available at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf) for which You have ordered Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s), including any related program documentation and patches and bug fixes acquired through such Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s).

    1.2   "**Oracle Linux Service Offering(s)**", "**Oracle VM Service Offering(s)**" and "**Oracle Verrazzano Service Offering(s)**" refer to Oracle Linux, Oracle VM and Oracle Verrazzano support services respectively as defined under the Oracle Open Source Support Policies referenced in Section 2.2 below.

    1.3   "**Oracle Open Source Service Offering(s)"** means the Oracle Linux Service Offering(s), the Oracle VM Service Offering(s), and the Oracle Verrazzano Service Offering(s).

    1.4   "**Support Term**" is defined as the duration for which You have acquired the applicable Oracle Open Source Service Offering(s).

    1.5   "**Program Documentation**" refers to the program user manual and program installation manuals. Program Documentation may be delivered with the Oracle Linux, Oracle VM and Oracle Verrazzano programs. You may access the documentation online at http://oracle.com/documentation.

    1.6   Capitalized terms used but not defined in this Schedule OSSS have the meanings set forth in the General Terms.

2. **ORACLE OPEN SOURCE SERVICE OFFERING(S)**

    2.1.   Upon Oracle's acceptance of Your order, You have the limited right to receive the applicable Oracle Open Source Service Offering(s) solely for Your business operations and subject to the terms of this Schedule OSSS including availability rules and metric definitions set forth in the order and the Program Documentation.

    2.2.   For purposes of the order, the Oracle Open Source Service Offering(s) consists of Oracle's technical support services level You may have ordered from Oracle or an authorized reseller for the Oracle Open Source Service Offering(s). If ordered, the Oracle Open Source Service Offering(s) (including initial year and all subsequent years) are provided under the Oracle Open Source Support Policies in effect at the time the Oracle Open Source Service Offering(s) are provided. The Oracle Open Source Support Policies, which are incorporated in this Schedule OSSS, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support services provided during the period for which fees for the Oracle Open Source Service Offering(s) have been paid. Oracle Open Source Service Offering(s) are available for certain systems, and may be subject to additional restrictions as set forth in the Oracle Open Source Support Policies. You should review the Oracle Open Source Support Policies prior to entering into the order for the applicable Oracle Open Source Service Offering(s). You may access the current version of the Oracle Open Source Support Policies at http://oracle.com/contracts.

2.3.   The Oracle Open Source Service Offering(s) are effective upon the effective date of the order unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

2.4.   The Oracle Open Source Service Offering(s) provided under this Schedule OSSS are in support of licenses You acquired separately. All patches, bug fixes and other code received as part of the Oracle Open Source Service Offering(s) under this Schedule OSSS shall be provided under the applicable license terms for the Oracle Linux, Oracle VM and/or Oracle Verrazzano program(s) that You have downloaded and/or installed. The Oracle Open Source Service Offering(s) may also include the right to use certain additional software or tools during the Support Term for which fees for Oracle Open Source Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

3. **ORACLE LINUX AND ORACLE VM INDEMNIFICATION**

3.1.   Provided You are a current subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s), if a third party makes a claim against You that any Covered Programs furnished by Oracle, and used by You for Your business operations infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:

   a. Notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
   b. Give Oracle sole control of the defense and any settlement negotiations; and
   c. Give Oracle the information, authority, and assistance it needs to defend against or settle the claim.

3.2.   If Oracle believes or it is determined that any Covered Programs may have violated a third party's intellectual property rights, Oracle may choose to either modify the Covered Programs to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, then Oracle may, upon 30 days notice to You, terminate Your right to receive indemnification for Your further use of the Covered Programs and refund any unused, prepaid service fees, You have paid for the Covered Programs.

3.3.   Notwithstanding the above, Oracle will not defend or indemnify You in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) Your distribution of the Covered Programs; (b) Your alteration of the Covered Programs; (c) Your use of a version of the Covered Programs which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered Programs; (d) Your use of the Covered Programs outside the scope of use identified in the user documentation or the Oracle Open Source Support Policies; (e) Your use of the Covered Programs when You were not a subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle; (g) the combination of any Covered Programs with any products or services not provided by Oracle; (h) Your claim, lawsuit, or action against a third party. For avoidance of doubt, this section 3 specifically excludes, and no indemnification is provided for, the Verrazzano programs. **This section provides Your exclusive remedy for any infringement claims or damages, liabilities, costs or expenses.**

4. **WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

4.1.   Oracle warrants that the Oracle Open Source Service Offering(s) will be provided in a professional manner consistent with industry standards. You must notify Oracle of any Oracle Open Source Service Offering(s) warranty deficiencies within 90 days from performance of the defective Oracle Open Source Service Offering(s).

4.2.   **TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

4.3.   **ORACLE DOES NOT GUARANTEE THAT ANY PROGRAMS ASSOCIATED WITH THE ORACLE OPEN SOURCE SERVICE OFFERING(S) (INCLUDING BUT NOT LIMITED TO THE ORACLE LINUX, ORACLE VM OR ORACLE VERRAZZANO PROGRAMS) WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT ORACLE OPEN SOURCE SERVICE OFFERING(S), OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT ORACLE OPEN SOURCE SERVICE OFFERING(S) AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT ORACLE OPEN SOURCE SERVICE OFFERING(S).**

5. **LIMITATION OF LIABILITY FOR INFRINGEMENT CLAIMS**

For purposes of this Schedule OSSS, the limitation of liability in the General Terms referenced above shall not be construed to limit Oracle's indemnification obligation or Your exclusive remedy for any infringement claims or damages, liabilities, costs or expenses under Section 3 of this Schedule OSSS.

6. **GOVERNING LAW AND JURISDICTION**

Notwithstanding anything to the contrary set forth in the General Terms, this Schedule OSSS is governed by the laws of California and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Schedule OSSS.

7. **AUDIT**

Upon 45 days written notice, Oracle may audit Your use of the Oracle Open Source Service Offering(s) to ensure Your use of the Oracle Open Source Service Offering(s) is in compliance with the terms of the applicable order and the Master Agreement. Any such audit shall not unreasonably interfere with Your normal business operations.

You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information reasonably requested by Oracle.

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of the Nondisclosure section of the Master Agreement.

If the audit identifies non-compliance, You agree to remedy (which may include, without limitation, the payment of any fees applicable to Your use of the Oracle Open Source Service Offering(s) in excess of Your service rights) such non-compliance within 30 days of written notification of that non-compliance. If You do not remedy the non-compliance, Oracle can end (a) Oracle Open Source Service Offering(s), (b) Oracle Open Source-related Service Offering(s) and/ or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

8. **ORDER LOGISTICS**

8.1. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

8.2. Oracle Open Source Service Offering(s) fees are invoiced in advance of the performance of the Oracle Open Source Service Offering(s); specifically, Oracle Open Source Service Offering(s) fees are invoiced annually in advance. The period of performance for all Oracle Open Source Service Offering(s) is effective upon the effective date of Your order.

8.3. If an order for Oracle Open Source Service Offering(s) is for a Support Term that is for multiple years, You are required to pay the fees covering such multiple years in advance of the start of such Support Term.

ORACLE

<div style="background:red;color:white">

ORACLE OPEN SOURCE SUPPORT SERVICES ORDERING DOCUMENT

</div>

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	Harris County	**Contact**	Tuan Dang
Address	406 caroline	**Phone Number**	2818329103
	Houston TX	**Email Address**	tuan.dang@itc.hctx.net
	77002		

Oracle Open Source Service Offerings

Item	Part Number	Service Description	Quantity	Net Fee
1.0	L107658	Oracle Linux Premier Support	46	
1.1		**Oracle Linux Premier Support 1 year**		64,354.00
		Oracle Open Source Service Offerings Fees		64,354.00

Fee Description	Net Fee
Oracle Open Source Service Offerings Fees	64,354.00
Total Fees	64,354.00

A. Agreement and Modifications to the Agreement

1. Agreement

a. a. This order incorporates by reference the terms of the Oracle Master Agreement US-GMA-652214 and all amendments and addenda thereto (the "Master Agreement"). The defined terms in the Master Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Applicable Schedule(s)

a. Oracle Open Source Service Offering(s) are governed by Schedule OSSS -- Oracle Open Source Support Services.

B. General Terms

1. Summary of Fees

a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars.

2. Effective Date

a. The effective date of this ordering document is _____ (to be completed by Oracle).

3. Fees

a. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

4. Support Term

a. The Support Term for the Oracle Open Source Service Offering(s) acquired on this order is specified in the Service Description table above.

5. Invoicing and Payment Obligation

a. Oracle Open Source Service Offering(s) are invoiced in arrears of the Oracle Open Source Service Offering(s) performance; specifically, Oracle Open Source Service Offering(s) fees are invoiced quarterly in arrears. The period of performance for all Oracle Open Source Service Offering(s) is effective upon the effective date of the order.

6. Order of Precedence

a. In the event of inconsistencies between the terms contained in this order and the Master Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

7. Annual Adjustment Rate

a. The Oracle Open Source Service Offering(s) under this order may be subject to an annual adjustment rate increase upon renewal of each support term.

8. Definitions and Rules

a. This order incorporates by reference the terms of the License Definitions and Rules Booklet v121523 which may be viewed at http://www.oracle.com/contracts. To fully understand Your order, You need to review the applicable metric definitions, term designation and rules.

9. Offer Validity

a. This order is valid through 29-Feb-2024, and shall become binding upon execution by You and acceptance by Oracle.

C. Other

1. Linking Language

You acknowledge and agree that the terms and conditions of this document are contingent upon the simultaneous execution of Amendment 14 to US-GMA-652214 between the parties (the "Contingent Document(s)"). If the parties do not simultaneously execute the Contingent Documents with this document, then this document shall be deemed to have no legal effect, even if executed.

Harris County	Oracle America, Inc.
Signature _____	Signature *Michael Estrada* (DocuSigned by: B08D81052A88411...)
Name	Name

			Michael Estrada
Title	_____	Title	_____
	_____		NAMER Sr Contracts Manager
Signature Date	_____	Signature Date	29-Jan-2024 | 2:24 PM PST

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Harris County	Customer Name	Harris County
Customer Address	406 caroline Houston TX 77002	Customer Address	406 caroline Houston TX 77002
Contact Name	Tuan Dang	Contact Name	Tuan Dang
Contact Phone	2818329103	Contact Phone	2818329103
Contact Email	tuan.dang@itc.hctx.net	Contact Email	tuan.dang@itc.hctx.net

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 FOURTEENTH 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, 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 additional software services for an amount not to exceed Sixty-Four Thousand Three Hundred Fifty-Four and No/Dollars ($64,354.00). The Fourteenth 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.