

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 07/17/2025

Meeting Date: 07/28/2025

Submitted By: Steve Watson

Department: County Auditor

Signature of Elected Official/Department Head:

Court Decision: <small>This section to be completed by County Judge's Office</small>
 7-28-25

Description:

Consideration to approve Amendment Two to Oracle NetSuite Software

Ordering Document with authorization for the County Judge to sign.

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☒ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

☐ Action Item ☒ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☒ County Attorney ☐ IT ☐ Purchasing ☒ Auditor

☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023



**ORDERING DOCUMENT
AMENDMENT TWO**

Your Name: Johnson County
Your Address: 2 North Main Street 120
Cleburne, TX 76033

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

This amendment ("Amendment Two") amends the order identified below and all amendments thereto (the "order") between You and Oracle America, Inc. ("Oracle").

Offer Valid through: 29-AUG-2025.

A. AMENDMENT DETAILS

You and Oracle agree to amend the order as follows:

1. US-17222462

- a. Delete the existing Services table in its entirety and replace with the following:

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$434,271.00	\$43,427.00	\$477,698.00
Time and Materials Services	ODA1	\$0.00	\$0.00	\$0.00
Time and Materials Services	ODA2	\$0.00	\$0.00	\$0.00
Total Fees and Estimated Expenses				\$477,698.00

2. Exhibit Number: 1

- a. Delete the reference to "NetSuite Planning and Budgeting ("NSPB")" in the heading of Section 1.C and replace with "Enterprise Performance Management ("EPM")".
- b. Delete all other references to "NetSuite Planning and Budgeting" and replace with "Enterprise Performance Management".
- c. Delete all references to "NSPB" and replace with "EPM".

B. ADDITIONAL TERMS

In the event of any inconsistencies between the order and this Amendment Two, this Amendment Two shall take precedence. Subject to the modifications herein, the order shall remain in full force and effect.

APPROVED AS TO FORM AND CONTENT:

Johnson County:

Authorized Signature: _____

Name: Christopher Boedeker

Title: as Johnson County Judge

Signature Date: 7-28-25

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

Oracle America, Inc.:

Authorized Signature: _____

Name: Gregg Bartoshek

Title: Contract Specialist

Signature Date: 24-Jul-2025 | 1:36 PM PDT

DocuSigned by:

Gregg Bartoshek

B6D6B18B745A4D2...

Attest:

April Dy
County Clerk, Johnson County



ORDERING DOCUMENT

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

Name Johnson County,TX
Address 2 N Main St 120
CLEBURNE TX
76033

Contact Steven Watson
Phone Number +1 (817) 556-6360
Email Address swatson@johnsoncountytexas.org

Renewal Term Through: 11-Sep-2029

Services Period: 50.65 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B111096 - Oracle NetSuite for Government Cloud Service, Standard Edition - Hosted Environment	NORTH AMERICA	1	50.65 mo	4,200.00	212,709.68
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	NORTH AMERICA	1	50.65 mo	299.50	15,168.23
B111100 - Oracle NetSuite for Government Cloud Service, Enterprise Performance Management Premium, Additional User - Hosted Named User	NORTH AMERICA	11	50.65 mo	60.00	33,425.81
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	NORTH AMERICA	159	50.65 mo	24.50	197,288.23
B94590 - Oracle NetSuite for Government Cloud Service, Premium Service Tier - Each	NORTH AMERICA	1	50.65 mo	2,499.50	126,587.58
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	NORTH AMERICA	1	50.65 mo	249.50	12,635.97
B94593 - Oracle NetSuite for Government Cloud Service, Additional Sandbox Refresh - Each	NORTH AMERICA	1	50.65 mo	249.50	12,635.97
B95922 - Oracle NetSuite for Government Cloud Service, Payroll - 5 Employees	NORTH AMERICA	227	50.65 mo	32.50	373,634.68
Subtotal					984,086.13

Fee Description	Net Fee
Cloud Services Fees	984,086.13
Net Fees	984,086.13
Total Fees	984,086.13

Midterm Subscription Change Details:

Current Subscription(s)						
Cloud Services	Quantity	Start Date	End Date	Unit Net Price	Order Number	Subscription ID
B94583 - Oracle NetSuite for Government Cloud Service, Standard Edition, Legacy - Hosted Environment	1	11-09-2024	10-09-2029	4,200.00	41704760	31191299
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	1	11-09-2024	10-09-2029	299.50	41704760	31191299
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	159	11-09-2024	10-09-2029	24.50	41704760	31191299
B94587 - Oracle NetSuite for Government Cloud Service, Additional Planning and Budgeting User - Hosted Named User	11	11-09-2024	10-09-2029	60.00	41704760	31191299
B94590 - Oracle NetSuite for Government Cloud Service, Premium Service Tier - Each	1	11-09-2024	10-09-2029	2,499.50	41704760	31191299
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	1	11-09-2024	10-09-2029	249.50	41704760	31191299
B94593 - Oracle NetSuite for Government Cloud Service, Additional Sandbox Refresh - Each	1	11-09-2024	10-09-2029	249.50	41704760	31191299
B95922 - Oracle NetSuite for Government Cloud Service, Payroll - 5 Employees	227	11-09-2024	10-09-2029	32.50	41704760	31191299

Services to be Replaced & Superseded						
Cloud Services	Quantity	Start Date	End Date	Unit Net Price	Order Number	Subscription ID
B94583 - Oracle NetSuite for Government Cloud Service, Standard Edition, Legacy - Hosted Environment	1	11-09-2024	To be replaced	4,200.00	41704760	31191299
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	1	11-09-2024	To be replaced	299.50	41704760	31191299
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	159	11-09-2024	To be replaced	24.50	41704760	31191299
B94587 - Oracle NetSuite for Government Cloud Service, Additional Planning and Budgeting User - Hosted Named User	11	11-09-2024	To be replaced	60.00	41704760	31191299
B94590 - Oracle NetSuite for Government Cloud Service, Premium Service Tier - Each	1	11-09-2024	To be replaced	2,499.50	41704760	31191299
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	1	11-09-2024	To be replaced	249.50	41704760	31191299
B94593 - Oracle NetSuite for Government Cloud Service, Additional Sandbox Refresh - Each	1	11-09-2024	To be replaced	249.50	41704760	31191299
B95922 - Oracle NetSuite for Government Cloud Service, Payroll - 5 Employees	227	11-09-2024	To be replaced	32.50	41704760	31191299

New Services to be Added						
Cloud Services	Quantity	Start Date	End Date	Unit Net Price	Order Number	Subscription ID
B111096 - Oracle NetSuite for Government Cloud Service, Standard Edition - Hosted Environment	1	Upon access	11-09-2029	4,200.00	New	31191299
B111100 - Oracle NetSuite for Government Cloud Service, Enterprise Performance Management Premium, Additional User - Hosted Named User	11	Upon access	11-09-2029	60.00	New	31191299

Go Forward Subscription(s)						
Cloud Services	Quantity	Start Date	End Date	Unit Net Price	Order Number	Subscription ID
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	1	Upon access	11-09-2029	299.50	New	31191299
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	159	Upon access	11-09-2029	24.50	New	31191299
B94590 - Oracle NetSuite for Government Cloud Service, Premium Service Tier - Each	1	Upon access	11-09-2029	2,499.50	New	31191299
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	1	Upon access	11-09-2029	249.50	New	31191299
B94593 - Oracle NetSuite for Government Cloud Service, Additional Sandbox Refresh - Each	1	Upon access	11-09-2029	249.50	New	31191299
B95922 - Oracle NetSuite for Government Cloud Service, Payroll - 5 Employees	227	Upon access	11-09-2029	32.50	New	31191299
B111096 - Oracle NetSuite for Government Cloud Service, Standard Edition - Hosted Environment	1	Upon access	11-09-2029	4,200.00	New	31191299
B111100 - Oracle NetSuite for Government Cloud Service, Enterprise Performance Management Premium, Additional User - Hosted Named User	11	Upon access	11-09-2029	60.00	New	31191299

A. Terms of Your Order

1. Applicable Agreement:

a. This ordering document incorporates by reference the NASPO ValuePoint Master Agreement US-GMA-1301562 (AR2487) by and between Oracle America, Inc. ("Oracle") and the State of Utah, as the lead state, and the Participating Addendum US-GMA-1301562 (AR2487)_PA_JohnsonTX by and between Oracle and County of Johnson (collectively, the "Agreement").

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 31-AUG-2025

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Terms

The following terms, as used in this order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Master Agreement"; "Customer", "Client" "Company" and "You"; "Program Documentation" and "Documentation"; "Ordering Document", "Services Order", "order" and "Order Form"; "Services Term" and "Services Period"; "Your Data", "Client Data", "Company Data" and "Your Content".

2. Midterm Subscription Change

You agree that this order terminates and supersedes the following order(s) between the parties, CPQ-3389378, last signed August 26, 2024, including all expansion orders to those orders and all amendments thereto (collectively, the "Previous Services Order"), under which You previously acquired Cloud Services (the "Previous Services"), and that, accordingly, You hereby terminate the Previous Services identified in the Previous Services Order. You agree to pay any fees for Previous Services that have accrued prior to the Cloud Services Start Date of this order, including any fees for Previous Services that have accrued but which have not yet been invoiced due to a delayed billing schedule. The actual unpaid Cloud Services fee will be processed as of Cloud Services Start Date of this order.

The Cloud Services fees due under this order shall be reduced by the amount of fees paid for unused Services, if any, associated with the Previous Services Order as stated above as long as the invoices for the Previous Services have been paid in full. The amount of the Services fee reduction will be processed as of the Cloud Services Start Date of this order.

The fees due under this order for any new Cloud Services shall be reduced based on the date of access for such new Cloud Services. The Services Period end date will be the same for all Cloud Services on this order.

3. Service Specifications and Order Terms

"Service Specifications" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-cloud Oracle Services acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of third party content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

All Services listed on this order are provided by Oracle under, and subject to, the terms of this order, including the Agreement and all Oracle documents referenced in this order. As applicable, Oracle processes a customer's order after receipt of a purchase order, a valid credit card or payment via Paypal. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of Services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement.

4. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

5. Order of Precedence

This order, including any subject matter addressed in the Service Specifications, shall supersede any inconsistent term, similar subject matter or scope of service delivery in the Agreement referenced above in Section A.1; however, unless expressly stated otherwise in this order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this order, the Agreement or other Service Specifications. This order will control over the terms contained in any purchase order.

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:



Christopher Boedeker
As Johnson County Judge

Attest: 

County Clerk, Johnson County



7-28-25
Date

7-28-25
Date

Oracle America Inc

COMPANY:

DocuSigned by:


Authorized Representative of Company

24-Jul-2025 | 2:16 PM PDT

Date

Printed Name: James Kamm Title: Director

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Johnson County,TX	Customer Name	Johnson County,TX
Customer Address	2 N Main St 120 CLEBURNE TX 76033	Customer Address	2 N Main St 120 CLEBURNE TX 76033
Contact Name	Steven Watson	Contact Name	Steven Watson
Contact Phone	+1 (817) 556-6360	Contact Phone	+1 (817) 556-6360
Contact Email	swatson@johnsoncountytx.org	Contact Email	swatson@johnsoncountytx.org