Commissioners Court

FEB 1 2 2018

Approved

REQUEST FOR AGENDA PLACEMENT FORM
Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Dan Milam   TODAY'S DATE: 02/05/2018

DEPARTMENT: Information Technology

SIGNATURE OF DEPARTMENT HEAD: Dan Milam

REQUESTED AGENDA DATE: 02/12/2018

SPECIFIC AGENDA WORDING:

Consideration of agreement with Harris software for community development module.

PERSON(S) TO PRESENT ITEM:
    Dan Milam

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 10   ACTION ITEM: XX
                                WORKSHOP:
(Anticipated number of minutes needed to discuss item) CONSENT: _____
                                EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: IT DEPARTMENT: _____
AUDITOR: _____   PURCHASING DEPARTMENT:
PERSONNEL: PUBLIC WORKS: _____
BUDGET COORDINATOR: _____ OTHER:

***********This Section to be completed by County Judge's Office***********
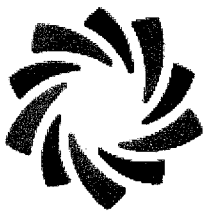
ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date_____

Johnson County, TX

Statement of Work to
Implement Innoprise Software

February 2018

HARRIS
ENTERPRISE RESOURCE PLANNING

Contents

Implementation Methodology

The Harris ERP Software professional services methodology is based on similar and proven approaches used by the largest and most renowned systems integration firms. At the same time it has been tailored to include the many unique organizational and architectural benefits of Harris ERP and its products.

The implementation approach uses a "partnership" model between Harris ERP and clients (CLIENT), such that the Harris ERP team primarily serves as an enabler, coach and trainer for the client to implement the solution themselves. This client-enabled approach achieves a balance of speed and cost, while taking advantage of available capacity of client staff.

Harris ERP Statement of Work

This Statement of Work (SOW) describes the work to be undertaken to implement the Harris ERP Application Suites under the Software License and Professional Services Agreement and the terms and conditions contained herein. Described within this SOW is the project, which consists of the deliverable materials to be provided by the party designated below, and the Harris ERP and Client responsibilities to be provided in accordance with the terms of this SOW.

Changes to this SOW will be processed in accordance with the procedure described in the Project Change Control Procedure section. The investigation and the implementation of changes may result in modifications to the estimated schedule, professional fees, and other terms of this SOW and the Software License and Professional Services Agreement. To the extent there is a contradiction, inconsistency or ambiguity between the terms of this SOW and the Agreement, this Agreement will govern.

Project Scope

Application Modules

The functional Application Suites and the associated modules that are included in the scope of this Statement of Work are noted below in the following table(s).

Application Suite	Module	In-Scope Y/N	Total Project Duration
Community Development (ComDev)	Land	Y	12 Months
	Permits	Y	
	Licenses	Y	
	Planning & Zoning		
	Code Enforcement	Y	
	Alarm Permits		
	Citizen Access		
	Citizen Access Credit card (w/Innoprise provider) inclusive of bill payment		
	Centralized Cash Receipts		

Custom Development

Should customization be required, Harris ERP will leverage its development resources to work on certain more technical elements of the project. Unless otherwise stated within the contract, and herein, this Statement of Work assumes no customizations. The software is being purchased as is, no additional functionality is implied or promised. Should customization be required, a Software Development Request (SDR) will be created and a quote for said services issued.

Customizations/Modifications in Scope for this Project:

Enhancements:
1. NONE

Interfaces:
1. NONE

Conversions:
1. Standard conversions as identified in Addendum A.

Forms:
1. Harris will provide the Client with form templates from which a layout can be selected. Minor modifications can be made to the template within the scope of this project. Any modifications requiring more than 2 hours per form, shall constitute custom development. Should customizations be required, a Software Development Request will be created and a quote for said services.

Reports:
1. NONE

Implementation Methodology Responsibilities
Under this SOW, Harris ERP will undertake the following activities in conjunction with the Client:

Install
The Install phase will physically install the software and all the related components on the Client hardware, in their specified environments. The Harris ERP technical consultant will coordinate with the Client's technical team to discuss and agree on the installation roles and responsibilities.

	Responsibility	
Key Activities	*CLIENT*	*Harris*
• Analyze Unique Client Architectural Considerations	Joint	Joint
• Setup Server	Lead	Assist
• Configure Remote Access	Lead	Assist
• Install Application Modules	Assist	Lead
• Install Application Database	Assist	Lead
• Create/Port Empty Instances	Assist	Lead
• Create/Update System Administration Plan	Lead	Assist
• Signoff Installation	Lead	Assist
Deliverables		
• Overall Infrastructure and Application Architecture Documented	Lead	Assist
• Installed Environment	Lead	Assist

Initiate
The Initiate phase will kick-off the project and document the scope of the project through a Business Process Review. The Business Process Review is designed to review and document the current processes of the departments that will be utilizing the application. These processes are then used to design the new process workflow that will be configured within the Innoprise Applications.

	Responsibility	
Key Activities	*CLIENT*	*Harris*
• Distribute Application Questionnaire	Lead	Assist
• Conduct Kickoff Meeting	Lead	Assist
• Confirm Business Goals	Assist	Lead
• Business Process Review	Assist	Lead
• Analyze Requirements	Assist	Lead
• Sign-Off Solution Validation	Lead	Assist

Deliverables
- Complete Application Questionnaire   Lead   Assist
- Business Process Review Documentation   Assist   Lead

Configuration

The Configuration phase is the functional configuration of the software whereby business rules and process are input into the various setup screens. This will be the primary responsibility of the Client, with Harris ERP acting in an advisory capacity.

	Responsibility	
Key Activities	CLIENT	Harris
• **Configure Security Group (AD/LDAP)**	Joint	Joint
• **Train client on Configuration**	Assist	Lead
• **Configure Module Functionality**	Lead	Assist
• **Configure Workflow**	Lead	Assist
• **Convert or Enter Historical Data**	Lead	Assist
• **Validation and Acceptance of Converted Data**	Lead	Assist
• **User Acceptance Testing**	Lead	Assist
• **Sign-Off Functional Tests and Conversion**	Lead	Assist

Deliverables
• Configured System	Lead	Assist
• Configuration Documentation (custom notes)	Lead	Assist

Standard Conversion

Data elements included in the history conversion are defined in **Addendum A** of this Statement of Work. If additional data elements are required, they will be addressed using the Software Development Request process and Change Control Procedures as defined herein, and a quote provided for the additional services.

Product Lifecycle Management (Customizations)

The Client's agreement assumes no customizations are required with exception of any interfaces included in the contract, and is priced as such. This section, however, describes the methodology used by Harris ERP.

This phase encompasses all of the application development efforts of both the Harris ERP development staff, and as appropriate, the Client technical staff. All base product enhancements will be evaluated against the Harris ERP Product Development Roadmap and determined as either a future roadmap item, or a client specific billable modification. The development for accepted roadmap enhancements will be scheduled into the programmed release cycles and may ultimately drive the project schedule.

	Responsibility	
Key Activities	**CLIENT**	**Harris**
• Client Specific Developments	Assist	Lead
○ Design/Prototype	Assist	Lead
○ Build Functionality	Assist	Lead
▪ Interfaces	Assist	Lead
▪ Conversions	Joint	Joint
▪ Forms	Joint	Joint
▪ Reports	Joint	Joint
○ Perform Functional Test	Lead	Assist
○ Sign-Off Functional Test	Lead	Assist
• Product Enhancements	Assist	Lead
○ Compare SDR to Product Roadmap	Assist	Lead
○ Design Prototype	Assist	Lead
○ Agree on Lifecycle Rollout	Joint	Joint
○ Create Prototype	Assist	Lead
○ Review Prototype	Assist	Lead
○ Build Functionality	Assist	Lead
▪ User Interfaces (UI)	Assist	Lead
▪ Business Processes/Validation	Assist	Lead
▪ Data Elements	Assist	Lead
○ Deploy to Base Code through standard Product Lifecycle Management	Assist	Lead

Deliverables

	CLIENT	Harris
• Product Enhancements in Revision Cycle Upgrades	Assist	Lead
• Software Development Requests	Assist	Lead
• Change Orders	Assist	Lead

Testing

The Testing phase is the testing of the solution to confirm that it meets the functionality, reliability or performance needs of the Client's integrated enterprise-wide application environment. This phase will be integrated into both the Install and Customizations phases for performance testing, and integrated into the Configuration phase for functional testing. All of the activities in the Testing phase are conducted by the CLIENT staff with support by the Harris ERP Implementation Team. The Harris Application Consultant will provide a testing checklist to the Client to ensure testing is done completely, and acceptance of the testing plan will be required prior to moving into the Training phase.

Client will have thirty (30) calendar days to for acceptance testing, during which time, issues reported within the 30 days will be resolved at no charge provided they are part of the original scope of work. All issues reported after the 30 days will be considered billable, unless prior arrangements or extension to the acceptance period is made. If the testing period extends past the 30 calendar days, there will be an additional charge assessed, unless prior arrangement or extension has been agreed upon. Once testing is complete and acceptance has been received, the Training phase will commence.

	Responsibility	
Key Activities	*CLIENT*	*Harris*
• **Create Test Strategy and Plan**	Joint	Joint
• **Execute Test Plan**	Lead	Assist
○ **Perform testing & log problems/defects**	Lead	Assist
○ **Report and complete test**	Lead	Assist
○ **Sign-Off Functional Testing**	Lead	Assist

Deliverables		
• User Acceptance Test (UAT) Plan	Lead	Assist
• Integrations Test Plan	Lead	Assist
• Final Acceptance Criteria	Lead	Assist
• Data Conversion Acceptance	Lead	Assist

Training

The Training phase is the formalized training of end-users on the use of the Harris ERP applications. This is done in a "Train-the-Trainer" approach by Harris ERP implementers. In all projects, Harris ERP will work specifically during the Configuration phase—and generally through the Knowledge Transfer activities—to educate the core Client implementation team on the capabilities, functionality and technology of the Harris ERP applications in order that they can take a leadership role in the implementation of the new solution(s).

Harris will deliver formal Train-the-Trainer training at Client site. It is expected that all individuals required will be available for the Training Phase of the implementation. This includes, at a minimum, the Client implementation team responsible for training additional users at Client site. Any additional training required of Harris after formal onsite training has been completed will be considered billable, unless prior arrangement or extension has been made, and a change order will be provided.

	Responsibility	
Key Activities	*CLIENT*	*Harris*
• **Define Training Strategy**	Joint	Joint
• **Analyze Audience and Culture**	Joint	Joint
• **Identify Supporting Processes and Functions**	Lead	Assist
• **Determine Training Plan**	Joint	Joint
• **Design Training Program**	Joint	Joint
• **Develop Training Material**	Lead	Assist
• **Deliver Training**	Assist	Lead

Deliverables

• Training Plan	Joint	Joint
• Training Material	Lead	Assist
• End User/Functional User Training	Assist	Lead
• Final Acceptance Training	Lead	Assist

Transition

The Transition phase is commonly referred to as going live. Go-Live is not a large event in itself, but rather the planning work leading up to it ensuring it goes smoothly, coupled with the immediate post go-live support. Harris ERP will help facilitate the determination of the go-live and support plans, and assist the client implementation team and power users, while Client will take the primary responsibility through the process.

The Harris Application Consultant will provide support to the Client for thirty (30) days after the Transition to live. At that time, the Application Consultant will facilitate a call with the Harris Client Services team to transition the Client to support for ongoing, long term support.

	Responsibility	
Key Activities	CLIENT	Harris
• Create Go-Live Checklist	Assist	Lead
• Finalize Production Instance	Lead	Assist
• Reset Number Sequences	Assist	Lead
• Execute Data Conversion Routines	Joint	Joint
• Conduct Reconciliation Procedures	Lead	Assist
• Infrastructure Cut-Over	Lead	Assist
• Obtain Final Cut Over Approval	Lead	Assist
• Go-Live	Lead	Assist
• Project Sign-Off	Lead	Assist
• Execute Production Support Plan	Assist	Lead

Deliverables

• Go-Live Checklist	Assist	Lead
• Final Cutover Approval	Lead	Assist
• Project Acceptance	Lead	Assist
• Production Support Plan	Lead	Assist

Client Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of the Client management and personnel. The responsibilities listed in this section, as well as the Implementation Methodology Responsibilities (above), are in addition to those responsibilities specified in the Agreement, and are to be provided at no charge to Harris ERP. The Client is required to perform its obligations in the Agreement and this SOW without exception. Harris ERP's performance is predicated upon the following responsibilities being managed and fulfilled by the Client, as scheduled in the Harris ERP Project Workbook. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project, and will be handled in accordance with the Project Change Control Procedure. Some of the elements of the Implementation Methodology would not typically be in scope for Harris ERP to deliver, such as Program Governance, Overall Project Management, or Change Management.
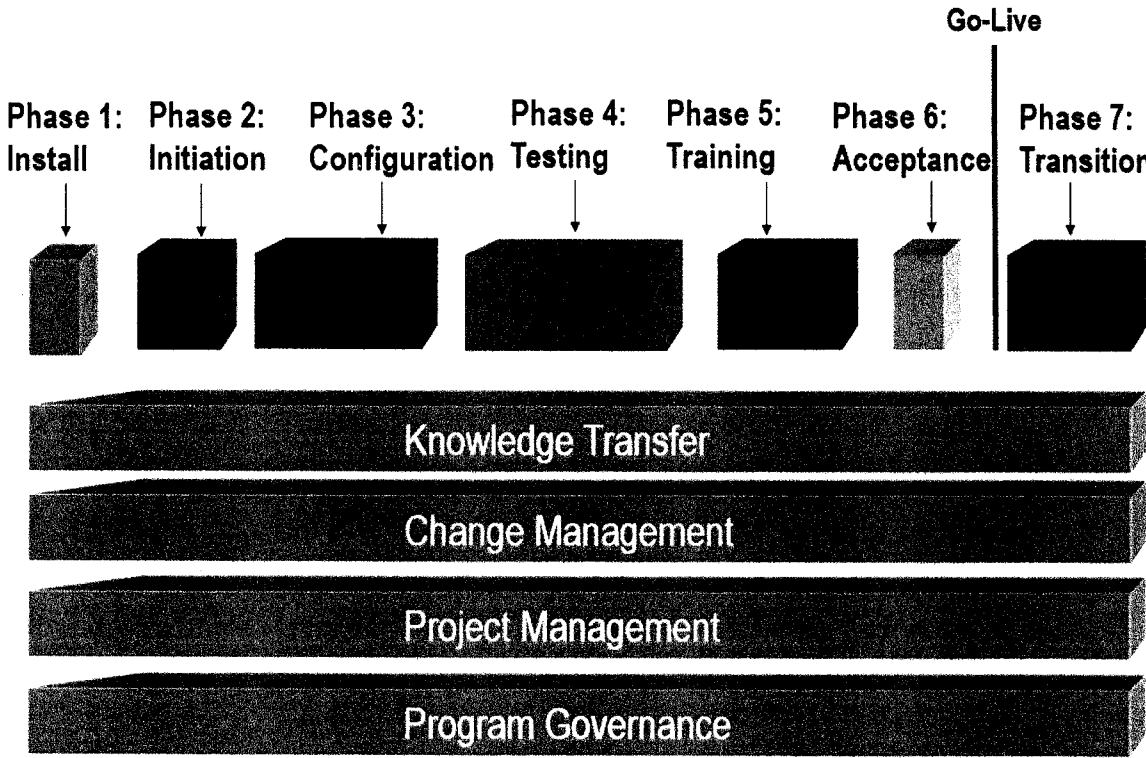
Program Governance

Program Governance is the ongoing process throughout the entire project where by leadership is given that shapes the strategy, scope, organizational alignment and funding, and ensures that business benefits are realized. This is ultimately the responsibility of the Client.

While effective Program Governance can be the single most important component of a project that a company can use to control its success, this leadership can be quite nuanced in how it is managed. That said, some of the key success factors required of the Client are:

Key Activities
- Ensure active Executive Sponsorship
- Establish Business Goals/ Business Case/ As-is & Would-be Processes
- Ensure SOW Compliance
- Prioritize Scope Creep
- Resolve Issue Escalation
- Mitigate Risk

Project Management

Prior to the start of this project, the CLIENT will designate a person to act as the Client Project Manager who will be the primary contact for Harris ERP communications relative to this project and will have the authority to act on behalf of the CLIENT in all matters regarding this project.

Harris ERP will provide ongoing project management for the Harris ERP responsibilities in this SOW. The purpose of this activity is to provide technical direction and control of Harris ERP project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. The CLIENT will provide ongoing project management on the aforementioned items within the CLIENT organization for Key Activities defined below.

Key Activities
- Manage against the SOW
- Manage Overall Project Plan
- Manage All CLIENT Project Resources
- Manage and Communicate all CLIENT Deliverables
- Establish Overall Roles & Responsibilities
- Facilitate Project Communications
- Manage Required Facilities for Project
- Establish and Maintain Documentation & Procedural Standards
- Manage Issues and Resolve Deviations in Schedule

- Participate in Project Status Meetings
- Create Status Reports
- Manage Project Change Control Procedure
- Manage Deliverable Materials Acceptance Procedure
- Responsible for resolving any CLIENT invoice or billing requirements with VP, Professional Services

Change Management

The implementation of a new ERP application is an impactful change to any organization. Change Management is the process to make that change easier and more effective, along multiple dimensions. This is ultimately the responsibility of CLIENT. Some of the key success factors required of the CLIENT are:

Key Activities
- Manage the transition
- Setup Change Management Process
- Enroll Sponsor/Client Champion and Stakeholder Support
- Determine Organization and Job Impacts
- Establish Deployment Readiness
- Continually Communicate
- Enable Project Effectiveness

Knowledge Transfer

This entire effort is for the benefit of the CLIENT staff to learn and retain as much information as possible. This includes the handover activities during training and go-live that occurs with the CLIENT so that the entire organization can self-sufficiently sustain the new solution. Although Harris ERP will work hand-in-hand with the CLIENT on this effort throughout the entire project, the CLIENT is ultimately responsible to ensure participation and ownership of this responsibility as it ensures overall project success.

Key Activities
- Identify the knowledge holders for each functional or technical area
- Establish mechanisms to encourage knowledge transfer

Other CLIENT Responsibilities

Additional Client contractual responsibilities include, but are not limited to the following:

- Ensure that its staff is available to provide such assistance, as Harris ERP reasonably requires and that Harris ERP is given reasonable access to CLIENT senior management, as well as any members of its staff to enable Harris ERP to provide the Services. The CLIENT will ensure that its staff has the appropriate skills and experience. If any CLIENT staff fails to perform as required, the CLIENT will make suitable additional or alternative staff available.
- CLIENT will be responsible for the review and evaluation of the Harris ERP recommendations as well as all final decisions and implementations relating to, or resulting from, the Harris ERP recommendations contained in the deliverable materials.
- Provide all information and materials reasonably required to enable Harris ERP to provide the Services. The CLIENT agrees that all information disclosed or to be disclosed to Harris ERP is and will be true, accurate and not misleading in any material respect. Harris ERP will not be liable for any loss, damage or deficiencies in the services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by the CLIENT.
- Ensure it has appropriate agreements in place with third parties to enable Harris ERP to perform the Services under this SOW, where the CLIENT is using or providing Harris ERP with third party information, support or materials for a project including but not limited to, where the CLIENT is employing other suppliers whose work may affect Harris ERP's ability to provide the Services. Unless specifically agreed to otherwise in writing, the CLIENT will be responsible for the management of the third parties and the quality of their input and work. Except to the extent Harris ERP specifically agrees otherwise in this SOW, the CLIENT is solely responsible for any third party hardware, software or communications equipment used in connection with the Services.
- Unless otherwise expressly stated in this Statement of Work, the CLIENT will be responsible for ensuring its own compliance with all laws and regulations, including but not limited to, those pertaining to product safety and regulatory compliance for all Harris, and non-Harris ERP, products including those recommended by Harris ERP. It is the CLIENT's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws, rules and regulations that may affect the CLIENT's business and any actions the CLIENT may need to take to comply with such laws. Harris ERP makes no representations or warranties with respect to product safety or regulatory compliance of Harris, and non-Harris ERP products.

Project Team

CLIENT	Harris ERP
Executive Sponsor	VP, Professional Services
Project Manager	Application Team Lead
Subject Matter Expert	Application Consultant
Functional Staff	Development Team
Technical Team	

Assumptions

In addition to the implicit or explicit assumptions contained throughout this entire document, highlighted below are some additional assumptions that are included in this proposal. If any of these assumptions are incorrect or inappropriate, Harris ERP will be happy to discuss them further and determine if those changes would affect the pricing, timing or staffing of the project.

1. There are no business initiatives (e.g., audits, annual meetings, conferences, vacations, etc.) or technical projects and/or conflicts (e.g., major implementations, rollouts, business initiatives, etc.) during the project timeline that will impact our ability to meet with required business and/or technical subject matter experts and that may delay the project schedule.
2. Harris ERP will have space to work at the CLIENT offices as required during this strategic project.
3. Current related business (as-is SOP and flowcharts) and technical requirements are available and will be provided to the Project Team, while future requirements are not available and developing future requirements is not within the scope of this strategy project.
4. The scope of this project does not include a specific tool selection or the development of documents for conducting a tool selection (e.g., vendor RFI's, RFP's, demo scripts, vendor score cards, etc.).
5. All CLIENT personnel who need to be interviewed for this project will be sufficiently knowledgeable about their business area's needs and have the authority to represent their business area.
6. All CLIENT personnel who need to be interviewed for this project will be available and responsive in a timely manner, so as not to delay the schedule for this project.
7. Data conversion pricing is based upon the Standard Conversion Definitions as identified in Addendum A. Should additional conversion cycles or historical data be required the cost to do so will be provided to the CLIENT via the Project Change Order Procedure.
8. Unless otherwise noted in the Technical Elements section of this SOW, or specifically identified within the contract, all customizations, enhancements, forms, reports, etc. not contained within the base package are considered out of scope and will follow the Project Change Control Procedure.
9. There is no established timeline. The CLIENT and Harris ERP will build a mutually agreeable project schedule. Changes to the project schedule, post acceptance, will be managed via the Change Request to Schedule Procedure (CRS) and may result in a chargeable Change Order should the CRS result in additional effort.

Project Procedures

Project Change Control Procedure
The following process will be followed if a change to this SOW is required:

- A project Change Order (CO) will be the vehicle for communicating change. The CO must describe the change; the rationale for the change and the effect the change will have on the project (i.e. cost, change in critical path timeline, etc.).
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and recommend it for further investigation or reject it. Harris ERP will specify any charges for such investigation. An authorized representative from the CLIENT organization must sign the Change Order in order to be deemed valid. Harris ERP will invoice the CLIENT for any such charges, if applicable. The investigation will determine the effect that the implementation of the CO will have on price, schedule and other terms and conditions of this SOW and the Agreement.
- A written change order must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW and associated project schedule.

Deliverable Materials Acceptance Procedure
Each Deliverable Material as defined in "Project Deliverables" section of the SOW will be reviewed and accepted in accordance with the following procedure:

- All Deliverable Material will be uploaded to the CLIENT Customer Portal site. It is the CLIENT Project Manager's responsibility to make and distribute copies to any other reviewers.
- Within a reasonable time but no later than thirty (30) business days of the date added to the Customer Portal, the CLIENT Project Manager will either accept the Deliverable Material or provide a written list of requested revisions to the party responsible for the deliverable. If a revision request is not received within thirty (30) business days, then the Deliverable Material will be deemed accepted.
- Agreed upon revisions will be made and the Deliverable Material will be resubmitted to the CLIENT Project Manager through the Customer Portal, at which time the Deliverable Material will be deemed accepted.
- Revisions not agreed to will be managed in accordance with the Project Change Control Procedure above.

Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

- When a conflict arises between the CLIENT and Harris ERP, the project team member(s) will first strive to work out the problem internally.
- Level 1: If the project team cannot resolve the conflict within three (3) working days, the CLIENT Project Manager and Harris ERP Application Team Lead will meet to resolve the issue.
- Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the CLIENT Executive Sponsor will meet with the Harris ERP Vice President of Professional Services to resolve the issue.
- If the conflict is resolved by either Level 1 or Level 2 intervention the resolution will be addressed in accordance with the Project Change Control Procedure set forth above.

Authorization

By signing below, the CLIENT and Harris Enterprise Resource Planning agree to the terms of this Statement of Work which represents the responsibilities of each party throughout this implementation.

SUBMITTED ON BEHALF OF HARRIS ENTERPRISE RESOURCE PLANNING, A DIVISION OF HARRIS SYSTEMS USA INC.

_____
Signature

Bryce A Harward, Executive Vice President
_____
Print Name and Title

February 9, 2018
_____
Date

Any questions regarding this Statement of Work should be addressed to:

Tammy DiManna,   520 Zang St., Suite 200
Vice President, Professional Services   Broomfield, CO 80021
Ph: +1(303) 226-0050 X75308
Mobile: 303-903-3916
E: tdimanna@harriscomputer.com

AGREED ON BEHALF OF Johnson County, TX (CLIENT)

_____
Signature

Roger Harmon - County Judge
_____
Print Name and Title

2/12/18
_____
Date

Addendum A: Standard Conversion Definition

- There will be 3 conversions (initial, corrective, final.) The final conversion will be done before go-live. There will be no changes (additional data sources, import templates) to the data set after the corrective conversion.
- The Harris Application Consultant will provide the import spreadsheets and conversion manual. Client is responsible for data extract, data manipulation, and populating the Innoprise import spreadsheets. No changes can be made to the imports. The consultant can provide answers to questions regarding the import spreadsheets and conversion manual. Harris will import the data.
- Unless otherwise noted (*), conversion history will consist of the two prior years, plus current year to date.

COMMUNITY DEVELOPMENT	Inclusions	Additional Cost
Permitting *all history converted	Permits Party Fees Inspections Reviews Attributes Contractors Multiple Parcels	Activity Attachments Any additional data elements
Code Enforcement *all history converted	Complaints Vehicle Information Inspections Attributes Parties Narratives Fees Payments	Meetings Attachments Any additional data elements
Licensing	Licenses Fees Attributes	Attachments Any additional data elements
Land *all history converted	Parcel Address Party	Activity Valuation Any additional data elements
Contractor	Contractor record	Any additional data elements

ADDENDUM REGARDING JOHNSON COUNTY, TX
INNOPRISE COMMUNITY DEVELOPMENT

This Addendum ("Addendum") to the Software License Agreement dated September 13, 2004 ("Agreement") is made and entered into on February 23rd, 2018 by and between Harris Systems USA Inc. d/b/a Harris ERP ("HARRIS") and Johnson County, TX ("Customer").

WHEREAS, in addition to the software, services and other items provided by HARRIS to Customer under the Agreement, Customer desires to order from HARRIS the Innoprise Community Development Module, Professional Services, maintenance services, and/or hardware as described in this Addendum to the Agreement ("Addendum").

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby mutually promise, covenant and agree as follows:

1. The recitals above are made a part of the parties' agreement.

2. The following definitions shall apply to this Addendum:

(a) "Designated Computer System" shall mean the Customer's platform and operating system environment which is operating the Licensed Programs.

(b) "Licensed Program" or "Licensed Programs" shall mean program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including operating instructions and documentation provided by HARRIS to Customer, and including any such programs previously provided to Customer by Harris pursuant to the Agreement, and including all copies made by Customer.

(c) "Reimbursable Expenses" shall refer to the expenses for travel. Travel expenses include travel time spent by any HARRIS employee that begins when they leave the office to travel until they arrive at Customer's City and billed at $75/hr. along with per diem expenses. Other charges including lodging, car rental, mail charges (including overnight courier service), and related expenses incurred by HARRIS in connection with rendering the maintenance services and any other services described in this Addendum will be billed as incurred and paid separately. Weekday per diem is billed at $55/day. Weekend travel per diem is billed at $110/day. These will be billed as used and occur.

3. Customer hereby orders from HARRIS, and HARRIS agrees to deliver to Customer, the Innoprise Community Development module in a Cloud 9 environment (collectively, the "Innoprise ERP Applications") listed and described on Schedule A attached hereto, for the prices listed on Schedule A. HARRIS shall install the Innoprise ERP Applications on a Cloud9 environment. HARRIS agrees to render for Customer, and Customer agrees to accept from Harris, Professional Services associated with the Innoprise Community Development module as described in Schedule B. Customer shall reimburse HARRIS for any Reimbursable Expenses incurred by HARRIS in connection with HARRIS' delivery, installation and maintenance of the Innoprise ERP Applications. HARRIS shall deliver invoices to Customer for amounts due under this Addendum by email, unless requested in hard copy, prior to the last day of the month. Customer shall pay Application Subscription fees (listed on Schedule A) upon contract signing. Professional service fees will be invoiced and are due as described in the Payment Schedule in Schedule A..

4. HARRIS grants to Customer and Customer hereby accepts a personal, non-exclusive, non-transferable right and license to use the software included in the Innoprise ERP Applications on the Designated Computer System. All Innoprise ERP Applications shall constitute a Licensed Program, and all of the terms of the Agreement applicable to the Licensed Program(s) shall also apply to the Innoprise ERP Applications, and are fully incorporated herein by reference. HARRIS may terminate the license granted under this Addendum upon default by Customer under any of the terms of the Agreement or this Addendum. The right to the use of said license is extended only while a paid subscription is in force.

1

5. HARRIS agrees to render for Customer, and Customer agrees to accept from HARRIS, maintenance services for the Innoprise ERP Applications. Such maintenance services shall be rendered during the same maintenance year previously established by HARRIS pursuant to the Agreement. The cost of maintenance services for the Innoprise ERP Applications is included in the annual Subscription fee (as listed on Schedule A attached hereto), which shall be included and payable along with Customer's payment of the maintenance fees for any other, non-Innoprise Licensed Programs as set forth in the Agreement. Subscription fees are due annually in advance. The annual subscription fees for the Innoprise ERP Applications listed on Schedule A will increase as shown on Schedule A starting in June 2019 through the June 2022 renewal as long as the contract is signed by May 1, 2018. By December 1, 2022, Customer and HARRIS will agree in writing upon a multi-year subscription pricing schedule for a duration of one to five years, to be effective June 1, 2023 via an Addendum to the Agreement. Future Addendums may be created to address subscription pricing in subsequent years.

6. HARRIS and Customer shall each have the same rights and remedies with respect to the maintenance services for the Innoprise ERP Applications as provided in the Agreement for all other maintenance services. Notwithstanding the foregoing, HARRIS may terminate the maintenance services for the Innoprise ERP Applications by giving at least three hundred sixty five (365) days' prior written notice to Customer or immediately upon written notice to Customer if Customer defaults in any of its obligations of the Agreement or this Addendum.

7. HARRIS verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. HARRIS further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

8. This Addendum shall be binding and inure to the benefit of the parties hereto, and to their respective successors and assigns.

N. HARRIS COMPUTER CORPORATION
d/b/a HARRIS

By: _____
Bryce Harward, Executive Vice President

Attest
By: _____
2/9/18

(SEAL)

ANN L. ELBERT
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: August 10, 2019
Commission Number: 15386852

JOHNSON COUNTY, TEXAS

By: _____

Attest
By: _____

(SEAL)

2
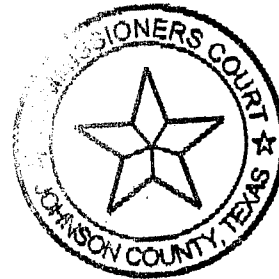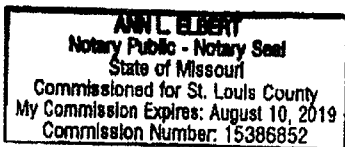
Schedule A
Date of Issuance: February 23, 2018

Johnson County, TX
Price Summary

Description	Corresponding Schedule	One Time Cost
Software and Services		
Year One Application Subscription Fees	A	$ 6,993
Professional Services*	B	$ 53,240
20% discount to close before February 23, 2018		$ (10,648)
Total Software and Services		**$ 49,585**
Travel Estimation**	C	$ 8,328
Annual Subscription Fee		
Year 2		$ 7,343
Year 3		$ 7,710
Year 4		$ 8,095
Year 5		$ 8,500

NOTES:

* Includes optional Land Sync, to automatically update Innoprise land database from a source database
* *Travel costs are intended as estimates. Harris ERP bills actual expenses only.

ALL PRICING IS PROPRIETARY AND CONFIDENTIAL

Modules Included in this pricing.

Community Development
Permits
Licenses
Code Enforcement
Land Sync

Payment Schedule:
A. Subscription Fees:
      1.   On execution of this Agreement: $6,993.00

B. Professional Services for all Software including Consulting and Training Fees:

      1.   On execution of this Agreement: $14,197.34

      2.   On April 1, 2018..$14,197.33

      3.   On June 1, 2018..$14,197.33

C.   Recurring Fees:

The Annual Subscription for the above Community Development modules will increase as shown below

June 1, 2019 – May 31, 2020	$7,343
June 1, 2020 – May 31, 2021	$7,710
June 1, 2021 – May 31, 2022	$8,095
June 1, 2022 – May 31, 2023	$8,500

Schedule B
Date of Issuance: February 23, 2018

See the Statement of Work which is also required to be signed as part of this addendum.