

MAY 28 2019

**Approved**

**REQUEST FOR AGENDA PLACEMENT FORM**

**Submission Deadline - Tuesday, 12:00 PM before Court Dates**

**SUBMITTED BY: Dan Milam**

**TODAY'S DATE: 05/20/2019**

**DEPARTMENT:**

**Information Technology**

**SIGNATURE OF DEPARTMENT HEAD:**

**Dan Milam**

**REQUESTED AGENDA DATE:**

**05/28/2019**

**SPECIFIC AGENDA WORDING:**

Consideration to approve Addendum moving Innoprise to a Harris Hosted solution.

**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: XX**

**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 \_\_\_\_\_

**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 May 15th, 2019 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 Modules, 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 \$65/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 transition the Innoprise modules 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 transition and installation 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.

5. HARRIS agrees to render for Customer, and Customer may agree 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 2020 through the June 2024 renewal as long as the contract is signed by April 1, 2019. By December 1, 2024, 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, 2025 via an Addendum to the Agreement. Future Addendums may be created to address subscription pricing in subsequent years.

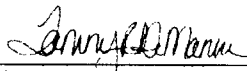
6. HARRIS and Customer shall each have the same rights and remedies with respect to the maintenance services for the Innoprise ERP Applications as provided in the Agreement for all other maintenance services. Notwithstanding the foregoing, HARRIS may terminate the maintenance services for the Innoprise 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**

**JOHNSON COUNTY, TEXAS**

By:   
\_\_\_\_\_  
Tammy DiManna, Vice President

By:   
\_\_\_\_\_  
Roger Harmon - County Judge

# Schedule A

Date of Issuance: May 15<sup>th</sup>, 2019

Cloud-Based Innoprise Solution	Cloud-Based (SaaS) Year 1	Year 2	Year 3	Year 4	Year 5
Annual Subscription Fee- SaaS software subscription fees are incurred every year, and included subscription services to all Innoprise applications and operational infrastructure. Named end-user licenses are estimated only. Costs for Innoprise extensions (mobile/Citizen Access etc.) require additional licensing or subscription fees.	\$34,856.00	\$36,598.80	\$38,428.74	\$40,350.18	\$42,367.69
Application Software Installation- The cost to physically install the Innoprise Software application on your servers. Software application costs are already included in the subscription fees in the SaaS model as the software is already installed and online. the original cost was included in your professional services costs. There will be a cost to move it over to the cloud and that will include converting from SQL server to MySQL. (this will be a onetime fee around 80 hours to complete)	\$5,550				
<b>totals</b>	<b>\$40,406</b>	<b>\$36,599</b>	<b>\$38,429</b>	<b>\$40,350</b>	<b>\$42,368</b>

Modules Included in this pricing.  
All Financials and CCR

**Payment Schedule:**

A. Subscription Fees:

Current Finance/CCR maintenance.....\$22,856.05

New Finance/CCR Subscription..... \$34,856.00

Different that is Due on execution of this Agreement: .....\$11,999.95

B. Professional Services for migrating applications to the Cloud:

1. On execution of this Agreement: .....\$5500.00

C. Recurring Fees:

The Annual Subscription for the above Finance/CCR modules will increase as shown below and due in June for the full Year 2 amount.

Cloud-Based Innoprise Solution	Cloud-Based (SaaS) Year 1	Year 2	Year 3	Year 4	Year 5
Annual Subscription Fee- SaaS software subscription fees are incurred every year, and included subscription services to all Innoprise applications and operational infrastructure. Named end-user licenses are estimated only. Costs for Innoprise extensions (mobile/Citizen Access etc.) require additional licensing or subscription fees.	\$34,856.00	\$36,598.80	\$38,428.74	\$40,350.18	\$42,367.69