



Linu Parappilly
 Director of Technology Services

10/29/2024

BCC Agenda Date/Item: _____

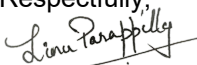
Board of County Commissioners
 Clackamas County

Approval of an Amendment to the Software Support Contract with Oracle Peoplesoft for software maintenance and support. Amendment Value is \$248,927.97 for 1 year. Total Agreement Value is \$863,103.26 for 1 year. Funding is through budgeted departmental cost allocation, which includes budgeted County General Funds.

Previous Board Action/Review	Briefed at Issues 10/29/2024		
Performance Clackamas	1. Which indicator of success does this item affect? Build a strong infrastructure. Build public trust through good government.		
Counsel Review	A. Naylor	Procurement Review	Yes
Contact Person	Casi Potter	Contact Phone	503-722-6651

EXECUTIVE SUMMARY: The purpose of this amendment request is to include a 5th support and service contract for the County's Finance and HR modules. Currently we have 4 support and service contracts, 2109189, 18889613, 18891081, and P-98-813-00-000--24. Based on our original agreement, US-PSFT-SLSA-12904429-30-SEP-1998, when the County's annual budget reaches certain thresholds, we're required to amend the contract to pay for additional support and services for the Finance module. This additional contract includes a one-time net license fee of \$205,870.10, plus a recurring annual support fee of \$43,057.87. This contract amendment will ensure that we will continue to receive software updates, support services from the vendor, and ensure that our staff have the resources they need to keep Peoplesoft systems operational. This increase was expected and included in our adopted budget. Approval of the board order will delegate authority for County Finance to amend purchase order 35206 to include the additional support and service contract for continuation of our Peoplesoft support services.

RECOMMENDATION: Staff respectfully recommends the Board of County Commissioners authorize Procurement to amend PO 35206 to add a technical support and services contract with Oracle America Inc.

Respectfully,


Linu Parappilly
 Director, Technology Services

For Filing Use Only

[Department I



Clackamas County
2051 Kaen Road
Oregon City OR 97045

Supplier: 0000045166
ORACLE AMERICA INC^
500 ORACLE PARKWAY
REDWOOD CITY CA 94065

PO Reference: Term Exp 06/30/2025

Purchase Order

CHANGE ORDER

Dispatch via E-Mail

Purchase Order CLCK-0000035206	Date 09/30/2024	Revision 1 - 10/02/2024	Page 1
Payment Terms Net 30	Freight Terms FOB Dest, Seller bears Frt		Ship Via Best Way
Buyer Thomas Candelario	Phone/Email tcandelario@clackamas.us		Currency

Ship To: 0226
150 Beavercreek Rd. Ste 419
Oregon City OR 97045

Attention: Not Specified

Bill To: Accounts Payable/Finance
2051 Kaen Road
Oregon City OR 97045

Tax Exempt? N **Tax Exempt ID:**

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
747-18-1802-180202-45130-1801010071----10,550.00							
1- 1	Oracle renewal service number 2109189		10,550.00	EA	1.00	10,550.00	09/30/2024
Schedule Total						<u>10,550.00</u>	
Item Total						<u>10,550.00</u>	
747-18-1802-180202-45130-1801010071----24,174.68							
2- 1	Oracle renewal service number 18889613		24,174.68	EA	1.00	24,174.68	09/30/2024
Schedule Total						<u>24,174.68</u>	
Item Total						<u>24,174.68</u>	
747-18-1802-180202-45130-1801010071----132,943.09							
3- 1	Oracle renewal service number 18891081		132,943.09	EA	1.00	132,943.09	09/30/2024
Schedule Total						<u>132,943.09</u>	
Item Total						<u>132,943.09</u>	
747-18-1802-180202-45130-1801010071----446,507.52							
4- 1	Oracle renewal service number P-98-813-00-000--24		446,507.52	EA	1.00	446,507.52	09/30/2024
Schedule Total						<u>446,507.52</u>	
Item Total						<u>446,507.52</u>	

PeopleSoft HR and Finance Maintenance and Support Renewal FY 24/25 details and specifications per Oracle Contracts 2109189, 18889613, 18891081, and P-98-813-00-000--24, attached and incorporated by reference herein
Approved via BO 20240926 V.C.3

Total PO Amount 614,175.29

This order is subject to Clackamas County Purchase Order Standard Terms and Conditions, hereby incorporated by reference and found at: www.clackamas.us/finance/terms.html

Authorized Signature

Thomas Candelario

ORDERING DOCUMENT

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

Name	Clackamas County	Contact	Andrea Morrill
Address	Clackamas County Technology Services 150 Beaver Creek Road, Suite 419 Oregon City, OR 97045	Phone Number	(971) 380-1194
		Email Address	AMorrill@clackamas.us

Programs and Program-Related Service Offerings			
Item	Part Number	Description / License Type	Quantity
1.0	L14305	PeopleSoft Enterprise General Ledger for Public Sector - Annual Budget Perpetual	141,000,000
1.1		Software Update License & Support	
2.0	L14017	PeopleSoft Enterprise Billing for Public Sector - Annual Budget Perpetual	141,000,000
2.1		Software Update License & Support	
3.0	L14000	PeopleSoft Enterprise Asset Management for Public Sector - Annual Budget Perpetual	141,000,000
3.1		Software Update License & Support	
4.0	L14008	PeopleSoft Enterprise Accounts Receivable for Public Sector - Annual Budget Perpetual	141,000,000
4.1		Software Update License & Support	
5.0	L14366	PeopleSoft Enterprise Inventory for Public Sector - Annual Budget Perpetual	141,000,000
5.1		Software Update License & Support	
6.0	L14510	PeopleSoft Enterprise Purchasing for Public Sector - Annual Budget Perpetual	141,000,000
6.1		Software Update License & Support	
7.0	L14004	PeopleSoft Enterprise Accounts Payable for Public Sector - Annual Budget Perpetual	141,000,000
7.1		Software Update License & Support	
8.0	L14503	PeopleSoft Enterprise Project Costing for Public Sector - Annual Budget Perpetual	141,000,000
8.1		Software Update License & Support	

Fee Description	Net Fee
Program Fees	205,870.10
Program-Related Service Offering Fees	43,057.87
Total Fees	248,927.97

A. Agreement and Modifications to the Agreement

1. Oracle Contract Information – PSFT SLSA

ORACLE CONTRACT INFORMATION

Agreement: Software License and Services Agreement

Agreement Name: US-PSFT-SLSA-12904429-30-SEP-1998

This ordering document incorporates by reference the terms of the agreement specified above. Oracle America, Inc. is a successor in interest to PeopleSoft USA, Inc. and has assumed all rights and obligations of PeopleSoft USA, Inc. under the agreement. All references to "PeopleSoft USA, Inc." in the agreement specified above and this ordering document shall mean **Oracle America, Inc.** (hereinafter "**Oracle**"). The following defined and capitalized terms in the referenced agreement between you and Oracle shall have the same meaning as the stated terms in this ordering document: "Agreement" and "agreement"; "Licensee" and "you"/ "your"; "Software" and "program"; "Support Services" and "technical support"; "Documentation" and "program documentation"; "Third Party Software" and "third party programs"; "Schedule" and "ordering document"; and "Supportable Modules" and "supportable programs".

B. General Terms

1. Summary of Fees

- Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars.
- You have ordered Hardware and/or Programs and 347 days of technical support services (18-OCT-2024 through 29-SEP-2025).
- Technical support fees are invoiced Quarterly in Arrears.

2. Technical Support

Oracle Software Support acquired on this order may be renewed annually and, if You renew the same Oracle Software Support for the same number of licenses for the same Programs, for the first and second renewal years the fee for Oracle Software Support will not increase by more than 10% over the prior year's fees.

3. Commencement Date

The "Commencement Date" refers to the date of shipment of tangible media or the effective date of this order if shipment of tangible media is not required.

4. Territory

The Program licenses included on this order are for use in the United States.

5. Delivery and Installation

- You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.
- Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program-Related Service Offerings section of this order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise.

6. Effective Date

The effective date of this order is **18-OCT-2024**.

7. Pricing, Invoicing, and Payment Obligation

- In entering into payment obligations under this order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under this order and the Master Agreement.
- Program fees are invoiced as of the Commencement Date for the Programs.
- Program-related Service Offering fees are invoiced quarterly in arrears of the Program-related Service Offering performance. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.
- You understand that You may receive multiple invoices for the products and/or Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

8. Fees

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

9. Order of Precedence

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.

10. Definitions and Rules

This order incorporates by reference the terms of the License Definitions and Rules Booklet v061524 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.

11. Offer Validity

This order is valid through **1-Nov-2024**, and shall become binding upon execution by You and acceptance by Oracle.

12. Segmentation

The purchase of any products (i.e., hardware (including integrated software and operating system) and programs) and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any products and related Service Offerings or other Service Offerings independently of any other products or Service Offerings. Your obligation to pay for (a) any products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other products or (b) other Service Offerings is not contingent on delivery of any products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

13. Trial Programs

You may order trial Programs, or Oracle may include additional Programs with Your order which You may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

14. Source Code

Oracle may deliver source code as part of its standard delivery for particular Programs, operating system or integrated software; all source code delivered by Oracle is subject to the terms of the Master Agreement, the applicable order and the applicable Program Documentation.

15. Expansion

a. If You exceed Your licensed quantity for any of the applicable programs in the "Total Number of Program Licenses Acquired as of the Effective Date (Under this Ordering Document)" column of the Summary Expansion Exhibit (section C. 16 below), You must order the Programs (and first year Oracle Software Support for the Programs) at the appropriate license and support fees specified in the original Program License order. The number of additional Program licenses to be ordered shall be equal to the actual number of Your Annual Budget as of the date of the expansion order less the total number of licensed quantity (under this order or other orders) rounded up to the next increment.

b. Oracle has no delivery obligation for Program licenses ordered pursuant to this section.

c. The version of the License Definitions and Rules referenced in this order and the Program specific terms applicable to this order will apply to Program licenses ordered pursuant to this section.

16. Order Placed Pursuant to Expansion Pricing

The Program licenses listed in the Program and Program-Related Service Offerings table above with the license type Annual Budget Perpetual are ordered and subject to the applicable fees and terms of the order between You and Oracle dated 30-SEP-1998. As of the effective date of this order, Your actual Annual Budget Perpetual is greater than or equal to 648,600,000. The Summary table below lists the Program licenses acquired prior to the effective date of this order, the Program licenses acquired under this order and the total number of Program licenses acquired to date.

Summary

Program Description	License Type	Number of Program Licenses Acquired Prior to Effective Date of the Order	Number of Program Licenses Acquired Under this Order	Total Number of Program Licenses Acquired to Date (Under this and Other Orders)
<ul style="list-style-type: none"> • PeopleSoft Enterprise General Ledger for Public Sector • PeopleSoft Enterprise Billing for Public Sector • PeopleSoft Enterprise Asset Management for Public Sector • PeopleSoft Enterprise Accounts Receivable for Public Sector • PeopleSoft Enterprise Inventory for Public Sector • PeopleSoft Enterprise Purchasing for Public Sector • PeopleSoft Enterprise Accounts Payable for Public Sector • PeopleSoft Enterprise Project Costing for Public Sector 	Annual Budget Perpetual	648,600,000	141,000,000	789,600,000

Clackamas County
 Signature _____
 Name _____
 Title _____
 Signature Date _____

Oracle America, Inc. DocuSigned by:
 Signature *Stephanie Feaman*
3F4B21E890A3470...
 Name Stephanie Feaman
 Title Contracts Administrator IV
 Signature Date 27-Sep-2024 | 5:07 PM EDT

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Clackamas County	Customer Name	Clackamas County
Customer Address	Clackamas County Technology Services 150 Beavercreek Road Suite 419 OREGON CITY OR 97045	Customer Address	Clackamas County Technology Services 150 Beavercreek Road Suite 419 OREGON CITY OR 97045
Contact Name	Andrea Morrill	Contact Name	Andrea Morrill
Contact Phone	971-380-1194	Contact Phone	971-380-1194
Contact Email	AMorrill@clackamas.us	Contact Email	AMorrill@clackamas.us

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving
Issuance of Purchase Order for
PeopleSoft License and Support
Expansion



Board Order No. _____

Page 1 of 2

Whereas, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all contracts and any amendments or renewals of the same;

Whereas, Clackamas County Department of Finance has used PeopleSoft Resource Planning and Human Resources Information Management software since 1998 by entering into contract **US-PSFT-SLSA-12904429-30-SEP-1998**;

Whereas, the Board previously approved the Clackamas County Department of Finance purchasing its yearly license for the PeopleSoft software from Oracle America, Inc. via purchase order 35206, approved by the Board on September 26, 2024 (Board Order **20240926 V.B.3**);

Whereas, Oracle America, Inc. requires a report of the County’s annual budget and current employee count via a license verification form on a yearly basis;

Whereas, Oracle America, Inc has advised that Clackamas County requires an expansion of licenses for contract **US-PSFT-SLSA-12904429-30-SEP-1998** based on that report;

Whereas, the Clackamas County Department of Finance requires software licenses and maintenance services from Oracle America, Inc. to continue to use the aforementioned software;

Whereas, Oracle America, Inc utilizes an electronic invoicing system that requires a Purchase Order (“PO”);

Whereas, the Clackamas County Department of Finance is required to purchase the expansion of licenses and support for various modules of PeopleSoft

Whereas, the Clackamas County Department of Finance requests authority to purchase the expansion of licenses and support for various modules of PeopleSoft by the issuance of a PO; and

Whereas, a PO is issued directly through the Department of Finance’s management software with no signature required or available;

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving
Issuance of Purchase Order for
PeopleSoft License and Support
Expansion



Board Order No. _____
Page 2 of 2

NOW, THEREFORE, the Clackamas County Board of County Commissioners orders as follows:

1. The requested purchase of the expansion of licenses and support for various modules of PeopleSoft in the amount of \$248,927.97 is hereby approved;
2. The Clackamas County Department of Finance is hereby delegated limited authority to issue a PO to purchase the aforementioned licenses and maintenance services.

[Signatures to Follow]

DATED this ____ day of _____, 2024

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary