



AGENDA COVER MEMO

Memorandum Date: October 11, 2023

Order Date: October 31, 2023

TO: Board of County Commissioners

DEPARTMENT: Technology Services

PRESENTED BY: Jill Allen

AGENDA ITEM TITLE: ORDER _____ IN THE MATTER OF AUTHORIZING
THE EXPANSION PRICING FOR PEOPLESOFT SOFTWARE
BY ORACLE AMERICA, INC.

I. MOTION

Move to approve a one-time expansion fee in the amount of \$242,295.43 to Oracle America, Inc.

II. AGENDA ITEM SUMMARY

The Board of County Commissioners is being asked to approve a one-time expansion fee from Oracle America, Inc, totaling \$242,295.43.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Lane County, as the primary customer, engaged in a collaborative agreement with the City of Springfield on December 20, 2002, with Oracle America Inc. The stipulations of this agreement were as follows: Lane County and the City of Springfield had a combined actual employee count to be equal to or less than 1,660, and the Operating Budget was required to be equal to or less than \$254 million. Technology Services is currently meeting with and communicating this information to the City of Springfield to ensure shared coverage of cost. However, due to the expansion in budget and Full-Time Equivalent (FTE) count brought about by the response to the COVID pandemic, the predefined contract limits have been exceeded. The pricing structure of Lane County's PeopleSoft contract is tied to the organization's total budget and Full-Time Equivalent (FTE) count. Due to the significant increase in both budget and FTE resulting from Lane County's COVID response efforts, the county has exceeded the predefined

contract limits.

B. Policy Issues

There are no known policy issues.

C. Board Goals

This initiative aligns with the strategic priority, Robust Infrastructure, PeopleSoft software provides a standardized enterprise software for Finance and Human Resources.

D. Financial and/or Resource Considerations

The Lane County Expansion fee breakdown necessitates a one-time payment of \$242,295.43 by Lane County Technology Services. It's worth noting that Technology Services has submitted an application and is actively pursuing funding through the American Rescue Plan Act (ARPA). The committee responsible for ARPA allocations is scheduled to meet in late October 2023.

E. Health Implications

No known health implications.

F. Analysis

On September 7, 2023, Lane County Technology Services submitted its License Verification Form, revealing some significant updates. The actual employee count now stands at 2,431, with 427 employees accounted for to the City of Springfield and 2,004 employees for Lane County. Additionally, the actual Operating Budget has risen to over \$506 million, with \$96 million allocated to the City of Springfield and \$410 million to Lane County.

The reason for this adjustment in costs only coming to our attention now is related to the contract terms, which specified that no additional license fee would be imposed on financial products if the budget increase did not exceed \$250 million annually. Similarly, no additional license fee was to be assessed for HRMS products if fewer than 1,500 additional employees were added.

It is essential to note that the new terms for this expansion now permit a total employee count of up to 2,490 and an operating budget of up to \$548 million. These updated limits reflect the growing requirements of Lane County and its commitment to providing vital services to the community.

G. Alternatives/Options

At this time there are no current alternatives identified.

IV. RECOMMENDATION

Lane County Technology Services recommends approval of the expansion fee by Oracle America Inc. in Exhibit A.

V. ATTACHMENTS

Exhibit A – Lane County Expansion OD 9.22.23

Exhibit B – Signed License Verification Form 2023

Exhibit C – Schedule 20Dec2002 #7931797

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 23-10-31-03

IN THE MATTER OF AUTHORIZING THE
EXPANSION PRICING FOR PEOPLESOFT
SOFTWARE BY ORACLE AMERICA, INC.

WHEREAS, Lane County, as the primary customer, engaged in a collaborative agreement with the City of Springfield on December 20, 2002, with Oracle America Inc., the stipulations of this agreement were as follows: Lane County and the City of Springfield had a combined actual employee count to be equal to or less than 1,660, and the Operating Budget was required to be equal to or less than \$254 million; and

WHEREAS, due to the significant expansion in budget and Full-Time Equivalent (FTE) count brought about by the response to the COVID pandemic, the predefined contract limits have been exceeded; and

WHEREAS, the Lane County Expansion fee breakdown from Oracle America, Inc. necessitates a one-time payment of \$242,295.43 by Lane County Technology Services; and

WHEREAS, the recent cost adjustment is due to contract terms allowing no additional license fee for financial products if the annual budget increase stayed below \$250 million, and no extra fee for HRMS products if fewer than 1,500 employees were added. The new terms permit a total employee count of up to 2,490 and an operating budget of up to \$548 million, aligning with Lane County's expanding needs and commitment to community service.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Authorization for the one-time expansion fee in the amount of \$242,295.43 to Oracle America, Inc.

ADOPTED this 31st day of October, 2023.

Pat Farr, Chair
Lane County Board of Commissioners



ORDERING DOCUMENT

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

Name	Lane County	Contact	TS Accounting
Address	125 E.8th Ave. EUGENE OR 97401	Phone Number	541-682-6288
		Email Address	lctsaccounting@lanecountyor.gov

Programs and Program-Related Service Offerings				
Item	Part Number	Description / License Type	Quantity	Net Fee
1.0	L38763	PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual	84400000	59,132.58
1.1		Software Update License & Support		9,088.60
2.0	L12500	PeopleSoft Enterprise Directory Interface - Employee Count Perpetual	166	2,754.73
3.0	L12510	PeopleSoft Enterprise Talent Acquisition Manager - Employee Count Perpetual	166	2,115.65
4.0	L12503	PeopleSoft Enterprise eCompensation Manager Desktop - Employee Count Perpetual	166	473.81
5.0	L12506	PeopleSoft Enterprise eProfile Manager Desktop - Employee Count Perpetual	166	473.81
5.1		Software Update License & Support		72.82
6.0	L14503	PeopleSoft Enterprise Project Costing For Public Sector - Reported Revenues Perpetual	305200000	72,887.50
6.1		Software Update License & Support		11,203.89
7.0	L14510	PeopleSoft Enterprise Purchasing For Public Sector - Reported Revenues Perpetual	305200000	72,887.50
7.1		Software Update License & Support		11,203.89
Program-Related Technical Support Fees				31,569.64
Total Programs and Program-Related Service Offerings Fees				242,295.43

Fee Description	Net Fee
Program Fees	210,725.58
Program-Related Service Offering Fees	31,569.20
Total Fees	242,294.78

A. Agreement and Modifications to the Agreement**1. Agreement**

This order document incorporates by reference the terms of the agreement US-PSFT-SLSA-PS2911-US-23-June-1997 (the "agreement"). 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 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"; "License" and "you"/"You"; "Software" and "program"; "Support Services" and "technical support"; "Documentation" and "program documentation"; "Third Party Software" and "third party programs"; "Schedule" and "ordering document"; and "Support Modules" and "supportable programs".

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.
- b. You have ordered Hardware and/or Programs and 255 days of technical support services (10/20/23 to 06/30/24).
- c. Technical support fees are invoiced Quarterly in Arrears.

2. Technical Support

- a. 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 8% over the prior year's fees.

For the purposes of calculating the Oracle Software Support fees for the first and second renewal years, the prior year's fees for the first renewal year is based upon twelve months of technical support and is equal to 45,187.29 US Dollars. This contractual cap for technical support fees does not apply to services specifically excluded from cap protection in the Oracle Software Technical Support Policies.

3. Territory

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

4. Delivery and Installation

- a. 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.
- b. Notwithstanding anything to the contrary in the Master Agreement, Oracle has no delivery obligation under this order. You acknowledge that Oracle has delivered to Your location, 1 copy of the software media and 1 set of Program Documentation (in the form generally available) for each Program listed in the Program and Program-Related Service Offerings section above.

5. Effective Date

- a. The effective date of this order is 10/20/2023.

6. Fees

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

7. 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.

8. Offer Validity

- a. This order is valid through 10/20/2023, and shall become binding upon execution by You and acceptance by Oracle.

B. Other**1. Order Placed Pursuant to Expansion Pricing**

The Program licenses listed in the Program and Program-Related Service Offerings table above with the license types Employee Count, Reported Revenues Perpetual are ordered and subject to the applicable fees and terms of the order between You and Oracle dated 20-DEC-2002. As of the effective date of this order, Your actual Employee Count is greater than or equal to 2,324, and Your actual Enterprise \$M in Operating Budget is greater than or equal to 548,600,000. 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

Exhibit A

Program Description	License Type	Number of Program Licenses Acquired Prior to the Effective Date of this 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 Directory Interface • PeopleSoft Enterprise Talent Acquisition Manager • PeopleSoft Enterprise eCompensation Manager Desktop • PeopleSoft Enterprise eProfile Manager Desktop 	Employee Count	2,324	166	2,490
• PeopleSoft Enterprise Financials	Enterprise \$M in Operating Budget	464,200,000	84,400,000	548,600,000

2. Order Placed Pursuant to Expansion Pricing

The Program licenses listed in the Program and Program-Related Service Offerings table above with the license types Reported Revenues are ordered and subject to the applicable fees and terms of the order between You and Oracle dated 13-MAY-2013. As of the effective date of this order, Your actual Reported Revenues is greater than or equal to 523,200,000. 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 the Effective Date of this 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"> • PEOPLESFT ENTERPRISE PURCHASING FOR PUBLIC SECTOR • PEOPLESFT ENTERPRISE PROJECT COSTING FOR PUBLIC SECTOR 	Reported Revenues	218,000,000	305,200,000	523,200,000

Exhibit A

Lane County		Oracle America, Inc.	
Signature		Signature	
Name		Name	
Title		Title	
Signature Date		Signature Date	

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Lane County	Customer Name	Lane County
Customer Address	125 E.8th Ave. EUGENE OR 97401	Customer Address	125 E.8th Ave. EUGENE OR 97401
Contact Name	TS Accounting	Contact Name	TS Accounting
Contact Phone	541-682-6288	Contact Phone	541-682-6288
Contact Email	lctsaccounting@lanecountyor.gov	Contact Email	lctsaccounting@lanecountyor.gov



License Verification Form

This License Verification Form is provided by Lane County Oregon ("Customer") to Oracle pursuant to the terms and conditions set forth in Lane County Oregon's Oracle Ordering Document(s) noted below. All terms used but not otherwise defined in this License Verification Form shall have the meanings given to such terms in the Oracle Ordering Document(s).

Customer Name		Lane County Oregon	
Customer's licensed metrics	Reported Quantity	Oracle Ordering Document	Products
Employee Count	LC: 2,004 Spgfld: 427 Total: 2,431	Schedule / 20-Dec-2002	PeopleSoft Enterprise Licenses: Directory Interface, Talent Acquisition Manager, eCompensation Manager Desktop, eProfile Manager Desktop
Enterprise \$M In Operating Budget	LC: \$410,555,361 Spgfld: \$96,053,961 Total: \$506,609,322	Executable Quote/ 17-May-2013 and Amended Schedule 1/ 25-Jun-1997	PeopleSoft Enterprise Public Sector Licenses: Purchasing, Project Costing
Employee Count	LC: 2,004 Spgfld: 427 Total: 2,431	Amended Schedule 1/ 25-Jun-1997	PeopleSoft Enterprise Public Sector Licenses: Human Resources, Payroll, Benefits Administration, Time and Labor
Enterprise \$M Operating Budget	\$506,609,322	Executable Quote / 17-May-2013	PeopleSoft Enterprise Financials

Metric Definition
Employee Count shall mean the full or part time employees of Licensee and all related entities for whom Licensee and such related entities withhold payroll taxes, and contractors who are or would be deemed "employees" under applicable laws.



Enterprise \$M In Operating Budget is defined as one million U.S. Dollars of your gross budget as reflected in an audited statement from your external accounting firm.

Employee Count are calculated based on the number of full time equivalent employees. For the purpose of this calculation, an employee includes any records identified by a unique social security number and assigned to an active status. These employees may be characterized as active, permanent, permanent part-time, faculty, adjunct faculty, student employees, wage temporary, retired with health benefits, etc. This term does not include employee records for separated employees, employees on leave without pay and benefits, employees dependents, retired employees not participating in retiree health or pension plans, and records placed in archival (inactive) files which are periodically viewed, but not updated. The "employee count" is based on average annual employment so as to avoid distortions created by extraordinary cyclical or emergency employment activities.

Enterprise \$M Operating Budget is defined as one million U.S. Dollars of your gross budget as reflected in an audited statement from your external accounting firm.

I certify that I am authorized to execute this License Verification Form on behalf of Lane County Oregon and that the above information is accurate to my knowledge and in accordance with the terms and conditions of the Oracle Ordering Document(s):

Authorized Signature:

Name:

Michael B. Finch

Title:

CIO

Signature Date:

 Digitally signed by FINCH
Michael B
Date: 2023.09.07 10:40:54 -07'00'

**SCHEDULE
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This independent Schedule to the Software License and Services Agreement ("**Schedule**") is made as of 12/20, 2002 ("**Schedule Effective Date**") by and between PeopleSoft USA, Inc. ("**PeopleSoft**") and Lane County, Oregon ("**Licensee**"). This Schedule is part of the Software License and Services Agreement between the parties dated June 23, 1997 ("**Agreement**"). Unless otherwise set forth below, the term "Licensee" shall be inclusive of its Beneficiaries as that term is defined and its restrictions set forth herein.

SOFTWARE / SERVICES			
Software Modules	Mfr.	Provided Copies	Fee
PEOPLESOFT GLOBAL VERSION APPLICATION SOFTWARE MODULES			
PeopleSoft HRMS Software Modules¹			
Directory Interface ²	PeopleSoft, Inc.	1	Included
eRecruit Manager Desktop	PeopleSoft, Inc.	1	Included
eCompensation Manager Desktop	PeopleSoft, Inc.	1	Included
eProfile Manager Desktop	PeopleSoft, Inc.	1	Included
PeopleSoft Customer Relationship Management Software – PeopleTools Technology³			
Order Capture Self Service ⁴	PeopleSoft, Inc.	1	Included
PEOPLESOFT TOOLS SOFTWARE MODULES⁵			
PeopleTools- Restricted Development ⁶	PeopleSoft, Inc.	1	Included
Business Analysis Modeler – Restricted Development ⁷	PeopleSoft, Inc.	1	Included
Third Party Software			
WebSphere ⁸	International Business Machines Corporation	1	Included
TOTAL LICENSE FEES:			\$138,176.00
Services	Mfr.	Units	Fee
Standard Support Services for the Initial Services Term	PeopleSoft, Inc.	N/A	\$27,635.00

¹ Unless otherwise explicitly indicated in this Schedule, incremental license fees for the HRMS Software modules shall be based on Employee Count.

² Licensee must have a license for Human Resources.

³ Unless otherwise explicitly indicated in this Schedule, incremental license fees for the Customer Relationship Management Software – PeopleTools Technology Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget. Licensee must have a license for PeopleTools.

⁴ Licensee must have a license for Business Analysis Modeler – Restricted Development.

⁵ Unless otherwise explicitly indicated in this Schedule, incremental license fees for the Tools Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.

⁶ PeopleTools - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules.

⁷ Business Analysis Modeler - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules.

⁸ Notwithstanding anything in the Agreement to the contrary, PeopleSoft shall not be obligated to indemnify Licensee for any claims based on: (i) any third party products identified in the "README" AND "LICENSE.TXT" files included with WebSphere; (ii) open source code delivered with the WebSphere product; (iii) any trade secret embodied within WebSphere; and (iv) the combination, operation or use of WebSphere with any non-International Business Machine Corporation product, data, or apparatus. In addition to the terms set forth in the Agreement and this Schedule, use of this Software module shall be subject to the terms and conditions set forth in the "README" and "LICENSE.TXT" files included with the WebSphere Software module, as those terms may change from time to time. Notwithstanding anything herein to the contrary: (a) source code is not included for this Software module; (b) this Software module is a Supportable Module.

**SCHEDULE
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This independent Schedule to the Software License and Services Agreement ("**Schedule**") is made as of 12/20, 2002 ("**Schedule Effective Date**") by and between PeopleSoft USA, Inc. ("**PeopleSoft**") and Lane County, Oregon ("**Licensee**"). This Schedule is part of the Software License and Services Agreement between the parties dated June 23, 1997 ("**Agreement**"). Unless otherwise set forth below, the term "Licensee" shall be inclusive of its Beneficiaries as that term is defined and its restrictions set forth herein.

SOFTWARE / SERVICES			
Software Modules	Mfr.	Provided Copies	Fee
PEOPLESOFT GLOBAL VERSION APPLICATION SOFTWARE MODULES			
PeopleSoft HRMS Software Modules¹			
Directory Interface ²	PeopleSoft, Inc.	1	Included
eRecruit Manager Desktop	PeopleSoft, Inc.	1	Included
eCompensation Manager Desktop	PeopleSoft, Inc.	1	Included
eProfile Manager Desktop	PeopleSoft, Inc.	1	Included
PeopleSoft Customer Relationship Management Software – PeopleTools Technology³			
Order Capture Self Service ⁴	PeopleSoft, Inc.	1	Included
PEOPLESOFT TOOLS SOFTWARE MODULES⁵			
PeopleTools- Restricted Development ⁶	PeopleSoft, Inc.	1	Included
Business Analysis Modeler – Restricted Development ⁷	PeopleSoft, Inc.	1	Included
Third Party Software			
WebSphere ⁸	International Business Machines Corporation	1	Included
TOTAL LICENSE FEES:			\$138,176.00
Services	Mfr.	Units	Fee
Standard Support Services for the Initial Services Term	PeopleSoft, Inc.	N/A	\$27,635.00

¹ Unless otherwise explicitly indicated in this Schedule, incremental license fees for the HRMS Software modules shall be based on Employee Count.

² Licensee must have a license for Human Resources.

³ Unless otherwise explicitly indicated in this Schedule, incremental license fees for the Customer Relationship Management Software – PeopleTools Technology Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget. Licensee must have a license for PeopleTools.

⁴ Licensee must have a license for Business Analysis Modeler – Restricted Development.

⁵ Unless otherwise explicitly indicated in this Schedule, incremental license fees for the Tools Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.

⁶ PeopleTools - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules.

⁷ Business Analysis Modeler - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules.

⁸ Notwithstanding anything in the Agreement to the contrary, PeopleSoft shall not be obligated to indemnify Licensee for any claims based on: (i) any third party products identified in the "README" AND "LICENSE.TXT" files included with WebSphere; (ii) open source code delivered with the WebSphere product; (iii) any trade secret embodied within WebSphere; and (iv) the combination, operation or use of WebSphere with any non-International Business Machine Corporation product, data, or apparatus. In addition to the terms set forth in the Agreement and this Schedule, use of this Software module shall be subject to the terms and conditions set forth in the "README" and "LICENSE.TXT" files included with the WebSphere Software module, as those terms may change from time to time. Notwithstanding anything herein to the contrary: (a) source code is not included for this Software module; (b) this Software module is a Supportable Module.

Standard Support Services for the Pre-Paid Support Services Term	PeopleSoft, Inc.	N/A	\$138,176.00
TOTAL SERVICES FEES:			\$165,811.00
TOTAL FEES:			\$303,987.00

1. **Specific Licensed Use:** Licensee's use of the Software is limited to each of the following restrictions.

Territory		United States
Version	Global Version⁹ (indicate the country specific global version for each country within the Territory in which or for which the Software will be used)	American English and Associated Functionality
Base Metrics	Base Employee Count¹⁰	1,660 employees
	Base Budget¹¹	\$254 million
Technical Information	Database Version	SQL Server
	Operating System	NT
	Hardware Model	TBD

2. **Payment Terms:** Unless Licensee has obtained financing for the Total Fees owed hereunder (in which case PeopleSoft agrees to recognize payment by the third party providing financing on behalf of Licensee as satisfaction of Licensee's payment obligation hereunder), Licensee shall pay PeopleSoft one hundred percent (100%) of TOTAL FEES on or before that date which is thirty (30) calendar days after the date of PeopleSoft's invoice. Unless explicitly stated in this Schedule, all fees specified herein are non-cancelable, non-refundable and non-contingent. All fees are payable in U.S. dollars and shall be sent to the attention of PeopleSoft's Accounts Receivable Department.

3. **Services Terms and Conditions:**

3.1 **Support Services Terms:** For a period commencing upon the Schedule Effective Date and terminating one (1) year thereafter ("**Initial Services Term**"), Licensee shall receive Support Services for the Supportable Modules licensed pursuant to this Schedule for the version which meets the technical environment set forth in section entitled "Specific Licensed Use" for the fees set forth above. Thereafter, in the event Support Services are to be provided for the Supportable Modules licensed pursuant to this Schedule, and Licensee has been a compliant, continuous subscriber to Support Services, Licensee shall pay PeopleSoft, on or before the applicable Anniversary Date (defined as the annually recurring month and date of the Schedule Effective Date), the Support Services fee in effect at the time such Support Services are renewed. In the event Support Services are not renewed and Licensee subsequently requests Support Services, PeopleSoft may, in its sole discretion, reinstate Support Services but only after Licensee pays PeopleSoft the annual Support Services fee in effect at the time of such reinstatement, plus a reinstatement fee equal to the number of years or portion thereof during which Licensee was not a subscriber to Support Services multiplied by the annual Support Services fee in effect at the time of such reinstatement.

3.2 **Pre-Payment of Support Services Fees.** Licensee agrees to pre-pay the Support Services fees set forth in the table above in accordance with section 2 "Payment Terms" for the period commencing upon the completion of the Initial Services Term and termination five (5) years thereafter ("**Pre-Paid Support Services Term**"). Notwithstanding anything in the Agreement to the contrary, Licensee will owe additional Support Services fees each year during the Pre-Paid Support Services Term as set forth in this Schedule for the incremental license fees due pursuant to the Schedule, if any, and for increases in Support Services which relate to Third Party Software.

⁹ Notwithstanding anything in the Agreement to the contrary, Licensee is licensed to use and access only those licensed languages and licensed country specific features/functionality of the global Software version that are available as of the Schedule Effective Date. Any additional licensed languages or licensed country specific features/functionality that may become available after the Schedule Effective Date as part of the global version of the Software module(s) licensed pursuant to this Schedule may be used and accessed by Licensee only as may be provided pursuant to Support Services, provided Licensee is a current, compliant subscriber to Support Services.

¹⁰ Pricing is based on an Employee Count of 1,300.

¹¹ Pricing is based on Reported Budget of \$218 million.

Standard Support Services for the Pre-Paid Support Services Term	PeopleSoft, Inc.	N/A	\$138,176.00
TOTAL SERVICES FEES:			\$165,811.00
TOTAL FEES:			\$303,987.00

1. **Specific Licensed Use:** Licensee's use of the Software is limited to each of the following restrictions.

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Version	Global Version⁹ (indicate the country specific global version for each country within the Territory in which or for which the Software will be used)	American English and Associated Functionality
Base Metrics	Base Employee Count¹⁰	1,660 employees
	Base Budget¹¹	\$254 million
Technical Information	Database Version	SQL Server
	Operating System	NT
	Hardware Model	TBD

2. **Payment Terms:** Unless Licensee has obtained financing for the Total Fees owed hereunder (in which case PeopleSoft agrees to recognize payment by the third party providing financing on behalf of Licensee as satisfaction of Licensee's payment obligation hereunder), Licensee shall pay PeopleSoft one hundred percent (100%) of TOTAL FEES on or before that date which is thirty (30) calendar days after the date of PeopleSoft's invoice. Unless explicitly stated in this Schedule, all fees specified herein are non-cancelable, non-refundable and non-contingent. All fees are payable in U.S. dollars and shall be sent to the attention of PeopleSoft's Accounts Receivable Department.

3. **Services Terms and Conditions:**

3.1 **Support Services Terms:** For a period commencing upon the Schedule Effective Date and terminating one (1) year thereafter ("**Initial Services Term**"), Licensee shall receive Support Services for the Supportable Modules licensed pursuant to this Schedule for the version which meets the technical environment set forth in section entitled "Specific Licensed Use" for the fees set forth above. Thereafter, in the event Support Services are to be provided for the Supportable Modules licensed pursuant to this Schedule, and Licensee has been a compliant, continuous subscriber to Support Services, Licensee shall pay PeopleSoft, on or before the applicable Anniversary Date (defined as the annually recurring month and date of the Schedule Effective Date), the Support Services fee in effect at the time such Support Services are renewed. In the event Support Services are not renewed and Licensee subsequently requests Support Services, PeopleSoft may, in its sole discretion, reinstate Support Services but only after Licensee pays PeopleSoft the annual Support Services fee in effect at the time of such reinstatement, plus a reinstatement fee equal to the number of years or portion thereof during which Licensee was not a subscriber to Support Services multiplied by the annual Support Services fee in effect at the time of such reinstatement.

3.2 **Pre-Payment of Support Services Fees.** Licensee agrees to pre-pay the Support Services fees set forth in the table above in accordance with section 2 "Payment Terms" for the period commencing upon the completion of the Initial Services Term and termination five (5) years thereafter ("**Pre-Paid Support Services Term**"). Notwithstanding anything in the Agreement to the contrary, Licensee will owe additional Support Services fees each year during the Pre-Paid Support Services Term as set forth in this Schedule for the incremental license fees due pursuant to the Schedule, if any, and for increases in Support Services which relate to Third Party Software.

⁹ Notwithstanding anything in the Agreement to the contrary, Licensee is licensed to use and access only those licensed languages and licensed country specific features/functionality of the global Software version that are available as of the Schedule Effective Date. Any additional licensed languages or licensed country specific features/functionality that may become available after the Schedule Effective Date as part of the global version of the Software module(s) licensed pursuant to this Schedule may be used and accessed by Licensee only as may be provided pursuant to Support Services, provided Licensee is a current, compliant subscriber to Support Services.

¹⁰ Pricing is based on an Employee Count of 1,300.

¹¹ Pricing is based on Reported Budget of \$218 million.

Thereafter, in the event Support Services are to be provided for the Supportable Modules licensed pursuant to this Schedule, and Licensee has been a compliant, continuous subscriber to Support Services, Licensee will pay PeopleSoft, on or before the applicable Anniversary Date (defined as the month and day of the Schedule Effective Date), the applicable fee as set forth in this Section.

In the event Support Services are not renewed and Licensee subsequently requests Support Services, PeopleSoft may, in its sole discretion, reinstate Support Services but only after Licensee pays PeopleSoft the annual Support Services fee in effect at the time of such reinstatement, plus a reinstatement fee equal to the number of years or portion thereof during which Licensee was not a subscriber to Support Services multiplied by the annual Support Services fee in effect at the time of such reinstatement.

4. Incremental License Fees

4.1 Incremental License Fees for the EC Software: Licensee may use the EC Software licensed pursuant to this Schedule in accordance with the terms of this Schedule and the Agreement, to process its data at no additional license fee, provided that the Employee Count does not exceed 1,660 employees ("**Base Employee Count**"). Each year ninety (90) days prior to the Anniversary Date, Licensee shall report to PeopleSoft the Employee Count as of such date and, in the event the Employee Count as of such date exceeds the Base Employee Count, Licensee shall pay, on or before the applicable Anniversary Date, additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount \$5,818, Licensee's Base Employee Count shall be modified to increase by 166 employees. Licensee shall pay as many increments of \$5,818 as necessary so that the Base Employee Count exceed the Employee Count as of that particular Anniversary Date. "**Employee Count**" shall mean the full or part time employees of Licensee and all related entities for whom Licensee and such related entities withhold payroll taxes, and contractors who are or would be deemed "employees" under applicable laws. "**EC Software**" shall mean those Software modules licensed pursuant to this Schedule which are priced based upon the Employee Count, as indicated in the Software/Services table above.

4.2 Incremental License Fees for the RB Software: Licensee may use the RB Software licensed pursuant to this Schedule in accordance with the terms of this Schedule and the Agreement, to process its data at no additional license fee, provided that the Reported Budget do not exceed \$254 million ("**Base Budget**"). Each year ninety (90) days prior to the Anniversary Date, Licensee shall report to PeopleSoft the Reported Budget as of such date, and, in the event the Reported Budget as of such date exceed the Base Budget, Licensee shall pay, on or before the applicable Anniversary Date, additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount \$8,000, Licensee's Base Budget shall be modified to increase by \$25.4 million. Licensee shall pay as many increments of \$8,000 as necessary so that the Base Budget exceed the Reported Budget as of that particular Anniversary Date. "**Reported Budget**" shall mean the gross budget reflected in an audited statement from its external accounting firm. "**RB Software**" shall mean those Software modules licensed pursuant to this Schedule which are priced based upon Reported Budget, as indicated in the Software/Services table above.

5. Separate Agreement: PeopleSoft may provide services regarding the Software licensed hereunder pursuant to an independent Consulting Services Agreement executed between the parties. Licensee understands and agrees that such Consulting Services Agreement and associated Statements of Services that may be signed are separate and independent contractual obligations from any Schedule or amendment thereto relating to the license of Software. Licensee shall not withhold payments that are due and payable pursuant to this Schedule or any other Schedule(s) or amendment(s) thereto because of the status of work performed under any executed Consulting Services Agreement and associated Statement of Services. In addition, the parties acknowledge that the ability to provide such services: (i) are not exclusive or specific to PeopleSoft; and (ii) are commercially available from a variety of third party service providers.

6. Definitions: Unless otherwise set forth herein, capitalized terms used herein shall have the same meaning ascribed to them in the Agreement.

"**Base Metric**" means that Metric limit for which Licensee and related entities are licensed to use or benefit from the use of the Software.

"Beneficiaries" shall mean, for the purposes of the license granted hereto, the City of Springfield – Oregon. Such entity has entered into a written agreement with Licensee pursuant to which Licensee has assumed obligations to manage the relationship with PeopleSoft and the management obligations (i) are not for the sole or primary purpose of the entity's obtaining access to the Software, in that entity is a licensee of the Software and (ii) include management services (such as ~~application development~~ coordinating upgrades, implementation and training of HRMS and Finance staff) in addition to the provision of data processing, hosting, outsourcing or similar services as applicable and the service of processing data using the Software is only one part of the overall management obligations of Licensee. In addition, a Beneficiary's Employee Count will at no time exceed 1,300 employees and its Gross Annual Budget cannot exceed \$213 million. An entity may be a Beneficiary only as long as such entity meets the requirements of a "Beneficiary" as defined in this Section. In no event shall Licensee market data processing services using the Software as a stand-alone service or primary service. Licensee may process data for Beneficiaries using Software listed in Schedule(s) which expressly includes Beneficiaries, pursuant to the terms of the Agreement, but in no event shall Beneficiaries have access to or use of the source code to the Software or the right to install or run the object or source code for the Software. Notwithstanding anything otherwise specified herein, if Licensee is a beneficiary to the source code as made available by PeopleSoft, Beneficiary as defined herein shall also receive such source code pursuant to same terms and conditions. 

Licensee represents and warrants that Beneficiary has agreed to be bound to the terms and conditions of this Agreement and Schedule(s) thereto. Licensee acknowledges and agrees that the number of employees/gross annual revenues/annual budget/users, as may be applicable, of each Beneficiary shall be included in the calculation of incremental license fees under the incremental license fees provisions of the applicable Schedule(s).

Licensee agrees to indemnify PeopleSoft for any breach of the Agreement by Beneficiary subject to any applicable legal limitations in Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act; provided, however, that if the Software License Agreement between PeopleSoft and Beneficiary is in full force and effect and has not been terminated and the alleged breach is a breach by Beneficiary then PeopleSoft agrees to first pursue any action for breach against Beneficiary and not against Licensee.

Beneficiaries are not third party beneficiaries under the Agreement.

"Metric" means that size measurement utilized to: (i) measure the size of Licensee and related entities licensed to use or benefit from the use of the Software; and (ii) define the limitations of the license granted pursuant to the Agreement; and includes Employee Count, Reported Revenues, Student Count, Customer Count, Funds Raised and Named User Count.

"Support Services" means that particular package of services as may be offered by PeopleSoft and selected by Licensee and which are designed to support the Supportable Modules, and the standard terms and conditions thereto, in effect on the later of the following: (i) the date fees are received for such services offered by PeopleSoft which are designed to support the Supportable Modules, and (ii) the first date of the period for which services offered by PeopleSoft which are designed to support the Supportable Modules are provided.

"Supportable Modules" are those Software modules for which PeopleSoft offers some sort of maintenance services, and are comprised of: (i) Software excluding the Third Party Software modules; (ii) Tools; and (iii) those Third Party Software modules specifically designated in the Schedule as "Supportable Modules"

7. Expiration of Offer: The offer set forth in this Schedule and in the Agreement is valid only through December 24, 2002, and if the Schedule and Agreement, if applicable, are not executed by such date, the offer is rescinded, all terms are null and void, and neither party shall have any obligation in relation thereto.

8. Miscellaneous Information:

8.1 Title to Physical Media: Notwithstanding anything in the Agreement to the contrary, in the event physical media for the Software is shipped, title to the physical media for the Software vests in Licensee upon shipment thereof to Licensee.

**SCHEDULE
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This independent Schedule to the Software License and Services Agreement ("**Schedule**") is made as of 12/20, 2002 ("**Schedule Effective Date**") by and between PeopleSoft USA, Inc. ("**PeopleSoft**") and Lane County, Oregon ("**Licensee**"). This Schedule is part of the Software License and Services Agreement between the parties dated June 23, 1997 ("**Agreement**"). Unless otherwise set forth below, the term "Licensee" shall be inclusive of its Beneficiaries as that term is defined and its restrictions set forth herein.

SOFTWARE / SERVICES			
Software Modules	Mfr.	Provided Copies	Fee
PEOPLESOFT GLOBAL VERSION APPLICATION SOFTWARE MODULES			
PeopleSoft HRMS Software Modules¹			
Directory Interface ²	PeopleSoft, Inc.	1	Included
eRecruit Manager Desktop	PeopleSoft, Inc.	1	Included
eCompensation Manager Desktop	PeopleSoft, Inc.	1	Included
eProfile Manager Desktop	PeopleSoft, Inc.	1	Included
PeopleSoft Customer Relationship Management Software – PeopleTools Technology³			
Order Capture Self Service ⁴	PeopleSoft, Inc.	1	Included
PEOPLESOFT TOOLS SOFTWARE MODULES⁵			
PeopleTools- Restricted Development ⁶	PeopleSoft, Inc.	1	Included
Business Analysis Modeler – Restricted Development ⁷	PeopleSoft, Inc.	1	Included
Third Party Software			
WebSphere ⁸	International Business Machines Corporation	1	Included
TOTAL LICENSE FEES:			\$138,176.00
Services	Mfr.	Units	Fee
Standard Support Services for the Initial Services Term	PeopleSoft, Inc.	N/A	\$27,635.00

¹ Unless otherwise explicitly indicated in this Schedule, incremental license fees for the HRMS Software modules shall be based on Employee Count.

² Licensee must have a license for Human Resources.

³ Unless otherwise explicitly indicated in this Schedule, incremental license fees for the Customer Relationship Management Software – PeopleTools Technology Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget. Licensee must have a license for PeopleTools.

⁴ Licensee must have a license for Business Analysis Modeler – Restricted Development.

⁵ Unless otherwise explicitly indicated in this Schedule, incremental license fees for the Tools Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.

⁶ PeopleTools - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules.

⁷ Business Analysis Modeler - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules.

⁸ Notwithstanding anything in the Agreement to the contrary, PeopleSoft shall not be obligated to indemnify Licensee for any claims based on: (i) any third party products identified in the "README" AND "LICENSE.TXT" files included with WebSphere; (ii) open source code delivered with the WebSphere product; (iii) any trade secret embodied within WebSphere; and (iv) the combination, operation or use of WebSphere with any non-International Business Machine Corporation product, data, or apparatus. In addition to the terms set forth in the Agreement and this Schedule, use of this Software module shall be subject to the terms and conditions set forth in the "README" and "LICENSE.TXT" files included with the WebSphere Software module, as those terms may change from time to time. Notwithstanding anything herein to the contrary: (a) source code is not included for this Software module; (b) this Software module is a Supportable Module.

Standard Support Services for the Pre-Paid Support Services Term	PeopleSoft, Inc.	N/A	\$138,176.00
TOTAL SERVICES FEES:			\$165,811.00
TOTAL FEES:			\$303,987.00

1. **Specific Licensed Use:** Licensee's use of the Software is limited to each of the following restrictions.

Territory		United States
Version	Global Version⁹ (indicate the country specific global version for each country within the Territory in which or for which the Software will be used)	American English and Associated Functionality
Base Metrics	Base Employee Count¹⁰	1,660 employees
	Base Budget¹¹	\$254 million
Technical Information	Database Version	SQL Server
	Operating System	NT
	Hardware Model	TBD

2. **Payment Terms:** Unless Licensee has obtained financing for the Total Fees owed hereunder (in which case PeopleSoft agrees to recognize payment by the third party providing financing on behalf of Licensee as satisfaction of Licensee's payment obligation hereunder), Licensee shall pay PeopleSoft one hundred percent (100%) of TOTAL FEES on or before that date which is thirty (30) calendar days after the date of PeopleSoft's invoice. Unless explicitly stated in this Schedule, all fees specified herein are non-cancelable, non-refundable and non-contingent. All fees are payable in U.S. dollars and shall be sent to the attention of PeopleSoft's Accounts Receivable Department.

3. **Services Terms and Conditions:**

3.1 **Support Services Terms:** For a period commencing upon the Schedule Effective Date and terminating one (1) year thereafter ("**Initial Services Term**"), Licensee shall receive Support Services for the Supportable Modules licensed pursuant to this Schedule for the version which meets the technical environment set forth in section entitled "Specific Licensed Use" for the fees set forth above. Thereafter, in the event Support Services are to be provided for the Supportable Modules licensed pursuant to this Schedule, and Licensee has been a compliant, continuous subscriber to Support Services, Licensee shall pay PeopleSoft, on or before the applicable Anniversary Date (defined as the annually recurring month and date of the Schedule Effective Date), the Support Services fee in effect at the time such Support Services are renewed. In the event Support Services are not renewed and Licensee subsequently requests Support Services, PeopleSoft may, in its sole discretion, reinstate Support Services but only after Licensee pays PeopleSoft the annual Support Services fee in effect at the time of such reinstatement, plus a reinstatement fee equal to the number of years or portion thereof during which Licensee was not a subscriber to Support Services multiplied by the annual Support Services fee in effect at the time of such reinstatement.

3.2 **Pre-Payment of Support Services Fees.** Licensee agrees to pre-pay the Support Services fees set forth in the table above in accordance with section 2 "Payment Terms" for the period commencing upon the completion of the Initial Services Term and termination five (5) years thereafter ("**Pre-Paid Support Services Term**"). Notwithstanding anything in the Agreement to the contrary, Licensee will owe additional Support Services fees each year during the Pre-Paid Support Services Term as set forth in this Schedule for the incremental license fees due pursuant to the Schedule, if any, and for increases in Support Services which relate to Third Party Software.

⁹ Notwithstanding anything in the Agreement to the contrary, Licensee is licensed to use and access only those licensed languages and licensed country specific features/functionality of the global Software version that are available as of the Schedule Effective Date. Any additional licensed languages or licensed country specific features/functionality that may become available after the Schedule Effective Date as part of the global version of the Software module(s) licensed pursuant to this Schedule may be used and accessed by Licensee only as may be provided pursuant to Support Services, provided Licensee is a current, compliant subscriber to Support Services.

¹⁰ Pricing is based on an Employee Count of 1,300.

¹¹ Pricing is based on Reported Budget of \$218 million.

Thereafter, in the event Support Services are to be provided for the Supportable Modules licensed pursuant to this Schedule, and Licensee has been a compliant, continuous subscriber to Support Services, Licensee will pay PeopleSoft, on or before the applicable Anniversary Date (defined as the month and day of the Schedule Effective Date), the applicable fee as set forth in this Section.

In the event Support Services are not renewed and Licensee subsequently requests Support Services, PeopleSoft may, in its sole discretion, reinstate Support Services but only after Licensee pays PeopleSoft the annual Support Services fee in effect at the time of such reinstatement, plus a reinstatement fee equal to the number of years or portion thereof during which Licensee was not a subscriber to Support Services multiplied by the annual Support Services fee in effect at the time of such reinstatement.

4. Incremental License Fees

4.1 Incremental License Fees for the EC Software: Licensee may use the EC Software licensed pursuant to this Schedule in accordance with the terms of this Schedule and the Agreement, to process its data at no additional license fee, provided that the Employee Count does not exceed 1,660 employees ("**Base Employee Count**"). Each year ninety (90) days prior to the Anniversary Date, Licensee shall report to PeopleSoft the Employee Count as of such date and, in the event the Employee Count as of such date exceeds the Base Employee Count, Licensee shall pay, on or before the applicable Anniversary Date, additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount \$5,818, Licensee's Base Employee Count shall be modified to increase by 166 employees. Licensee shall pay as many increments of \$5,818 as necessary so that the Base Employee Count exceed the Employee Count as of that particular Anniversary Date. "**Employee Count**" shall mean the full or part time employees of Licensee and all related entities for whom Licensee and such related entities withhold payroll taxes, and contractors who are or would be deemed "employees" under applicable laws. "**EC Software**" shall mean those Software modules licensed pursuant to this Schedule which are priced based upon the Employee Count, as indicated in the Software/Services table above.

4.2 Incremental License Fees for the RB Software: Licensee may use the RB Software licensed pursuant to this Schedule in accordance with the terms of this Schedule and the Agreement, to process its data at no additional license fee, provided that the Reported Budget do not exceed \$254 million ("**Base Budget**"). Each year ninety (90) days prior to the Anniversary Date, Licensee shall report to PeopleSoft the Reported Budget as of such date, and, in the event the Reported Budget as of such date exceed the Base Budget, Licensee shall pay, on or before the applicable Anniversary Date, additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount \$8,000, Licensee's Base Budget shall be modified to increase by \$25.4 million. Licensee shall pay as many increments of \$8,000 as necessary so that the Base Budget exceed the Reported Budget as of that particular Anniversary Date. "**Reported Budget**" shall mean the gross budget reflected in an audited statement from its external accounting firm. "**RB Software**" shall mean those Software modules licensed pursuant to this Schedule which are priced based upon Reported Budget, as indicated in the Software/Services table above.

5. Separate Agreement: PeopleSoft may provide services regarding the Software licensed hereunder pursuant to an independent Consulting Services Agreement executed between the parties. Licensee understands and agrees that such Consulting Services Agreement and associated Statements of Services that may be signed are separate and independent contractual obligations from any Schedule or amendment thereto relating to the license of Software. Licensee shall not withhold payments that are due and payable pursuant to this Schedule or any other Schedule(s) or amendment(s) thereto because of the status of work performed under any executed Consulting Services Agreement and associated Statement of Services. In addition, the parties acknowledge that the ability to provide such services: (i) are not exclusive or specific to PeopleSoft; and (ii) are commercially available from a variety of third party service providers.

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Licensee represents and warrants that Beneficiary has agreed to be bound to the terms and conditions of this Agreement and Schedule(s) thereto. Licensee acknowledges and agrees that the number of employees/gross annual revenues/annual budget/users, as may be applicable, of each Beneficiary shall be included in the calculation of incremental license fees under the incremental license fees provisions of the applicable Schedule(s).

Licensee agrees to indemnify PeopleSoft for any breach of the Agreement by Beneficiary subject to any applicable legal limitations in Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act; provided, however, that if the Software License Agreement between PeopleSoft and Beneficiary is in full force and effect and has not been terminated and the alleged breach is a breach by Beneficiary then PeopleSoft agrees to first pursue any action for breach against Beneficiary and not against Licensee.

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8. Miscellaneous Information:

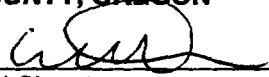
8.1 Title to Physical Media: Notwithstanding anything in the Agreement to the contrary, in the event physical media for the Software is shipped, title to the physical media for the Software vests in Licensee upon shipment thereof to Licensee.

8.2

<u>SHIPPING INFORMATION</u>	<u>BILLING INFORMATION</u>	<u>SITE INFORMATION</u>	<u>TRAINING ADMINISTRATOR</u>
Contact: Tony Black	Same	Same	Same
Address: 125 e 8 th Ave			
Eugene, OR 97401-2926			
Phone: 541-682-4228			
Fax:			
e-mail:			
tony.black@co.lane.or.us			

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Schedule and to bind their respective party thereto.

ACCEPTED BY:
LANE COUNTY, OREGON


Authorized Signature

WILLIAM VAN VACTOR - County Administrator

Printed Name and Title

ACCEPTED BY:
PEOPLESOFT USA, INC.


Authorized Signature

J. McGlothlin
Regional Vice President

Printed Name and Title

APPROVED AS TO FORM

Date 12/20/02 lane county


OFFICE OF LEGAL COUNSEL

PeopleSoft USA, Inc.
Approved as to
Legal Form

Date 12/02 | SA8 Initials