



AGENDA COVER MEMO

Memorandum Date: February 11, 2025

Order Date: February 25, 2025

TO: Board of County Commissioners

DEPARTMENT: Technology Services

PRESENTED BY: Mike Finch

AGENDA ITEM TITLE: ORDER_____IN THE MATTER OF AUTHORIZING THE CONTRACT MODERNIZATION PRICING FOR PEOPLESFT SOFTWARE BY ORACLE AMERICA, INC.

I. MOTION

Move to approve fees in the amount not-to-exceed \$1,095,600.00 to Oracle America, Inc., for contract modernization.

II. AGENDA ITEM SUMMARY

The Board of County Commissioners is being asked to approve fees in the amount not-to-exceed \$1,095,600.00 to Oracle America, Inc., for contract modernization.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Lane County and the City of Springfield jointly purchased and began implementation of PeopleSoft Enterprise Resource Planning software in the fall of 1997. Since that time PeopleSoft has served as the main system of record and support for Lane County Human Resources, Payroll and Financial tracking processes and workflows. On 10/31/23 Board Order # 23-10-31-03 was approved, authorizing a one-time expansion fee in the amount of \$242,295.43 to Oracle America, Inc., due to increases in budget and Full-Time Equivalent (FTE) count brought about by the response to the COVID pandemic.

On 6/25/24 Board Order # 24-06-25-13 was approved, which included a routine contract with Oracle America, Inc., for PeopleSoft software renewal and support in the amount not-to-exceed \$445,643.00.

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 contract modernization with Oracle America, Inc., necessitates fees not-to-exceed \$1,095,600.00 by Lane County Technology Services. These costs are charged back to Departments and the City of Springfield through indirect and regional revenue models.

E. Health Implications

No known health implications.

F. Analysis

Lane County's PeopleSoft license contracts have become difficult to manage to due legacy purchases and limited-use constraints. Multiple contracts need attention to resolve License Entitlement Gaps and Matching Service Level (MSL). There are two options to resolve the current contract issues, either within the existing Legacy contracts or Modernizing the contracts.

Modernizing the contract would resolve existing legacy contract license issues at a reduced cost, update contracts to modernize to PeopleSoft's current bundles, add new applications/functionality and retain existing required functionality to expand capabilities, and reduce license management challenges with older license models and simplify the go-forward contract.

G. Alternatives/Options

1. Move to approve fees in the amount not-to-exceed \$1,095,600.00 to Oracle America, Inc., for contract modernization.
2. Do not approve fees in the amount not-to-exceed \$1,095,600.00 to Oracle America, Inc., for contract modernization and remain on legacy contract. Fees for remaining on legacy contract total \$1,158,425.00.

IV. RECOMMENDATION

Lane County Technology Services recommends approval of the fees in the amount not-to-exceed \$1,095,600.00 to Oracle America, Inc., for contract modernization (option 1, above).

V. TIMING/IMPLEMENTATION

Upon approval, Technology Services will submit a purchase order directly to Oracle America Inc., immediately.

VI. FOLLOW-UP

There are no known follow up actions required at this time.

VII. ATTACHMENTS

Exhibit A – Oracle Ordering Document

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-02-25-XX

IN THE MATTER OF
AUTHORIZING THE CONTRACT
MODERNIZATION PRICING FOR
PEOPLESFT SOFTWARE BY
ORACLE AMERICA, INC.

WHEREAS, Multiple Lane County PeopleSoft contracts need attention to resolve License Entitlement Gaps and Matching Service Level (MSL) due to legacy purchases and limited-use constraints; and

WHEREAS, modernizing the contract would resolve existing legacy contract issues at a reduce cost, update contracts to modernize to PeopleSoft's current bundles, add new applications/functionality and retain existing required functionality to expand capabilities, and reduce license management challenges with older license models and simplify the go-forward contract; and

WHEREAS, the contract modernization from Oracle America, Inc. necessitates fees not-to-exceed \$1,095,600.00 by Lane County Technology Services.

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

1. Authorizing the contract modernization fees not-to-exceed \$1,095,600.00 to Oracle America, Inc.

ADOPTED this 25th day of February, 2025.

David Loveall, 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

License Summary	
Product Description / License Type	Quantity
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	2800
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	2800
PeopleSoft Enterprise Grants - Enterprise \$M in Operating Budget Perpetual	549
PeopleSoft Enterprise Contracts - Enterprise \$M in Operating Budget Perpetual	549
PeopleSoft Enterprise Inventory - Enterprise \$M in Operating Budget Perpetual	549
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	2800
PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual	549
PeopleSoft Enterprise Project Costing - Enterprise \$M in Operating Budget Perpetual	549
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	2800
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	2800
PeopleSoft Enterprise Purchasing - Enterprise \$M in Operating Budget Perpetual	549
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual	2800

License Migration			
Existing Licenses (Terminated)	CSI	Quantity	Migrated Licenses (New)
Peoplesoft Enterprise Directory Interface - Emplo Perpetual	14481490	166	PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Directory Interface - Emplo Perpetual	14481490	166	PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual - Enterprise \$M Oprtng Bdgt Perpetual
Peoplesoft Enterprise Directory Interface - Emplo Perpetual	14481490	166	PeopleSoft Enterprise Project Costing - Enterprise \$M in Operating Budget Perpetual - Enterprise \$M Oprtng Bdgt Perpetual
Peoplesoft Enterprise Human Resources For Public Sector - Employee Count Perpetual Perpetual	14486170	1300	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Payroll For Public Sector - Employee Count Perpetual Perpetual	14486170	1300	PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Eprofile Manager Desktop - Emplo Perpetual	14481490	166	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Project Costing For Public Sector - Reported Perpetual	14481490	305200000	PeopleSoft Enterprise Project Costing - Enterprise \$M in Operating Budget Perpetual - Enterprise \$M Oprtng Bdgt Perpetual
Peoplesoft Enterprise Project Costing For Public Sector - Reported Revenues Perpetual Perpetual	14486170	218000000	PeopleSoft Enterprise Project Costing - Enterprise \$M in Operating Budget Perpetual - Enterprise \$M Oprtng Bdgt Perpetual
Hcm Expansion - Employee Count Perpetual	14481490	1826	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Purchasing For Public Sector - Reported Revenues Perpetual Perpetual	14486170	218000000	PeopleSoft Enterprise Purchasing - Enterprise \$M in Operating Budget Perpetual - Enterprise \$M Oprtng Bdgt

License Migration			
Existing Licenses (Terminated)	CSI	Quantity	Migrated Licenses (New)
			Perpetual
Conversion Only - Ibm Was - Value Perpetual	14481490	1	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Ecompensation Manager Desktop - Emplo Perpetual	14481490	166	PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Eprofile Manager Desktop - Employee Count Perpetual	14481490	166	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Eprofile Manager Desktop - Employee Count Perpetual	14481490	166	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Hcm Expansion - Employee Count Perpetual	14481490	1826	PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Purchasing For Public Sector - Reported Perpetual	14481490	305200000	PeopleSoft Enterprise Purchasing - Enterprise \$M in Operating Budget Perpetual - Enterprise \$M Oprtng Bdgt Perpetual
Conversion Only - Ibm Was - Value Perpetual	14481490	1	PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Epay - Employee Count Perpetual Perpetual	14472446	1300	PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Benefits Admin. For Public Sector - Employee Count Perpetual Perpetual	14486170	1300	PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Directory Interface - Emplo Perpetual	14481490	166	PeopleSoft Enterprise Purchasing - Enterprise \$M in Operating Budget Perpetual - Enterprise \$M Oprtng Bdgt Perpetual
Peoplesoft Enterprise Ebenefits - Employee Count Perpetual Perpetual	14472446	1300	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Eprofile - Employee Count Perpetual Perpetual	14472446	1300	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Financials - Enterprise \$M In Operating Budget Perpetual	19065613	42	PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual - Enterprise \$M Oprtng Bdgt Perpetual
Peoplesoft Enterprise Financials - Enterprise \$M Op Perpetual	14481490	84400000	PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual - Enterprise \$M Oprtng Bdgt Perpetual
Peoplesoft Enterprise Eprofile Manager Desktop - Employee Count Perpetual Perpetual	14481490	1826	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual - Enterprise Employee Perpetual
Peoplesoft Enterprise Financials - Enterprise \$M In Operating Budget Perpetual	19065613	422	PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual - Enterprise \$M Oprtng Bdgt Perpetual
Peoplesoft Enterprise Directory Interface - Emplo Perpetual	14481490	166	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual - Enterprise Employee Perpetual

Migrated Licenses (New)	Quantity
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual Software Update License & Support	2800
PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	549
PeopleSoft Enterprise Project Costing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	549
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual Software Update License & Support	2800

Migrated Licenses (New)	Quantity
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual Software Update License & Support	2800
PeopleSoft Enterprise Purchasing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	549
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual Software Update License & Support	2800

Total Programs and Program-Related Service Offerings Fees	
New Licenses	
Description / License Type	Quantity
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual Software Update License & Support	2800
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual Software Update License & Support	2800
PeopleSoft Enterprise Grants - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	549
PeopleSoft Enterprise Contracts - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	549
PeopleSoft Enterprise Inventory - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	549
Total Programs and Program-Related Service Offerings Fees	364,608.95

Fee Description	Net Fee
Program Fees	298,859.79
Software Update License & Support Fees	65,749.16
Migrated Licenses (New) Program Fees	298,818.66
Migrated Licenses (New) Program-Related Service Offerings Fees	249,748.80
Total Fees	913,176.41

A. Agreement and Modifications to the Agreement

1. Agreement

a. US-PSFT-SLSA-PS2911-US-23-June-1997

B. General Terms

1. Summary of Fees

You have ordered the Program licenses described in the table above Section A and technical support services described in Section B2 below. Listed above Section A is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

2. Technical Support

a. The total technical support fee due under this order is the sum of (i) the net new and incremental technical support fees for the program licenses specified above for the support period that commences on 31 Dec 2024 through 30 Dec 2025 (\$131,489.26); [and] (ii) the existing technical support fee for the migrated licenses (as defined in section C.1. below) for the support period that commences on the day following the last day of technical support for each Support Contract Number, as specified in the Term End column of the table below, through 30 Dec 2025 (\$184,008.70).

b. The invoices listed below provide the technical support fees due in accordance with the order and/or the contract under which they were acquired as these fees are consideration for the technical support provided through the Term End Date; and execution of this order does not relieve You of the obligation to pay the technical support fees set forth in the invoice table below.

Support Contract Number	Invoice #	Invoice due date	Term Start	Term End	Amount Due Remaining
P-02-07392-000--11	101467578	30-APR-25	01-JAN-25	31-MAR-25	1,700.75
21127391	101467190	30-JAN-25	01-OCT-24	31-DEC-24	1,784.39
19999564	101094963	11-JUN-24	12-MAR-24	11-JUN-24	0.00
19999564	101095005	11-SEP-24	12-JUN-24	11-SEP-24	0.00
21318820	101467816	30-OCT-24	01-JUL-24	30-SEP-24	0.00
21318820	101466999	30-APR-25	01-JAN-25	31-MAR-25	12,516.81
21127391	101467191	30-APR-25	01-JAN-25	31-MAR-25	1,784.39
21318820	101466997	30-JAN-25	01-OCT-24	31-DEC-24	12,516.81
P-02-07392-000--11	101467826	30-OCT-24	01-JUL-24	30-SEP-24	0.00
P-97-342-00-000--29	101467366	30-APR-25	01-JAN-25	31-MAR-25	75,873.05
19999564	101695009	11-MAR-25	12-DEC-24	11-MAR-25	35.51
19999564	101095006	11-DEC-24	12-SEP-24	11-DEC-24	0.00
P-02-07392-000--11	101467576	30-JAN-25	01-OCT-24	31-DEC-24	1,700.75
P-02-07392-000--11	101467579	30-JUL-25	01-APR-25	30-JUN-25	1,700.75
P-97-342-00-000--29	101467575	30-OCT-24	01-JUL-24	30-SEP-24	0.00
P-97-342-00-000--29	101467368	30-JUL-25	01-APR-25	30-JUN-25	75,872.99
P-97-342-00-000--29	101467577	30-JAN-25	01-OCT-24	31-DEC-24	75,873.05
21318820	101467000	30-JUL-25	01-APR-25	30-JUN-25	12,516.73
21127391	101467189	30-OCT-24	01-JUL-24	30-SEP-24	0.00
21127391	101467192	30-JUL-25	01-APR-25	30-JUN-25	1,784.36
19999564	101094962	11-MAR-24	12-DEC-23	11-MAR-24	0.00

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. 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.

5. Effective Date

a. The effective date of this ordering document is 31-DEC-2024.

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. Definitions and Rules

a. This order incorporates by reference the terms of the Oracle License Definitions and Rules Booklet v091524 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.

9. Offer Validity

a. This order is valid through 28-Feb-2025, and shall become binding upon execution by You and acceptance by Oracle.

10. Commencement Date

a. 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.

C. Other

1. License Migration

a. The support fees due under this order shall be reduced by the amount of unused Software Update License & Support associated with the migrated existing licenses including Restated Licenses, if applicable ("support"), provided the invoices for such support have been paid in full. The amount of unused support as of 31-DEC-2024 is 0.00 US Dollars and represents an estimate of the support fee credit. The actual support fee reduction will be processed as of the effective date of this order.

b. You agree to migrate licenses previously acquired to new license types and/or Program names in accordance with the license definitions and rules applicable to the new licenses. The existing licenses to be migrated are specified in the Existing Licenses (Terminated) column of the License Migration table above. These licenses are migrated to the number of licenses and license types specified in the Migrated Licenses (New) column of the License Migration table above. All existing licenses that are being migrated will be deemed terminated upon execution of this order. Notwithstanding the preceding and provided that You maintain technical support for all of the licenses specified above, for 24 months from the effective date of this order (the "transition period"), You may use both the Existing Licenses (Terminated) and the Migrated Licenses (New) provided Your usage does not exceed the amount for which You (i) are licensed (with respect to the Migrated Licenses (New)) and (ii) were licensed (with respect to the Existing Licenses (Terminated)). At the end of the transition period, You will no longer have any right to use the terminated licenses. If Your licensing needs increase in the future, You must purchase any necessary licenses to meet Your increased needs. You will not be permitted to reinstate the terminated licenses. During the transition period Oracle will continue to provide technical support, if ordered, for both the Existing Licenses (Terminated) and the Migrated Licenses (New). Any rights to the Migrated Licenses (New) that are in addition to the rights granted under the Master Agreement shall be as specified in this order; and if no additional rights are specified, only the rights granted under the Master Agreement shall be applicable to the Migrated Licenses (New).

2. License Summary

The License Summary table specified above provides a comprehensive list of the Program licenses that You have ordered pursuant to this order. The License Migration, Restated Licenses (if applicable), and/or New Licenses table(s) above describe in further detail the Program licenses and associated fees.

3. Oregon Sovereign Immunity

Notwithstanding any term to the contrary in the Agreement, the parties to this Agreement and order agree to submit to the exclusive jurisdiction of, and venue in, the federal and state courts in Oregon in any dispute arising out of or relating to this Agreement and/or order. While Oracle construes the foregoing sentence as an unambiguous waiver of any applicable immunity, including sovereign immunity, immunity under the Eleventh Amendment of the U.S. Constitution, and/or immunity as to jurisdiction or venue, the parties wish to avoid any potential future disputes on these issues. Accordingly, Lane County expressly and unequivocally agrees to waive any right to, and any claim of, sovereign immunity, immunity under the Eleventh Amendment of the U.S. Constitution, and/or immunity as to jurisdiction or venue with respect to any dispute, any claim (including claims of infringement of Oracle's intellectual property rights), or lawsuit arising out of or relating to this Agreement and/or order. This waiver shall extend to any dispute, claim or lawsuit brought by or against Oracle or Lane County.

D. Future Purchases

1. Expansion

a. If You exceed Your licensed quantity You must order the Programs (and first year Oracle Software Support for the Programs) at the appropriate license and support fees specified in the below Expansion table. The number of additional Program licenses to be ordered shall be equal to the actual number of Enterprise Employee Perpetual and Enterprise \$M in Operating Budget Perpetual as of the order date less the total number of licensed quantity (under this order or other orders) rounded up to the next increment on the below Expansion table.

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 will apply to Program licenses ordered pursuant to this section.

Expansion

Program Description	License Type	Increment	License Fee per Increment	First Year Oracle Software Support Fee per Increment
PeopleSoft Enterprise Benefits Administration PeopleSoft Enterprise Payroll PeopleSoft Enterprise eCompensation PeopleSoft Enterprise Human Resources PeopleSoft Enterprise ePerformance PeopleSoft Enterprise Time and Labor	Enterprise Employee Perpetual	280	\$73,164.75	\$16,096.25
PeopleSoft Enterprise Financials PeopleSoft Enterprise Purchasing PeopleSoft Enterprise Project Costing PeopleSoft Enterprise Grants PeopleSoft Enterprise Contracts PeopleSoft Enterprise Inventory	Enterprise \$M in Operating Budget Perpetual	55	\$119,478.03	\$26,285.16

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