



Elizabeth Comfort  
Director of Finance

01/29/2026

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of an Amendment to a Purchase Order for Oracle Peoplesoft human resources software licensing and support. Amendment Value is \$384,061.41 for 9 months. Total Contract Value is \$1,096,285.44 for 1 year. Funding is through budgeted departmental cost allocation, which does include a small portion of budgeted County General Funds.**

<b>Previous Board Action/Review</b>	Historically Approved at Consent on 09/23/21, 08/18/22, and 09/21/23, 09/05/24 Most Recently Approved at Consent 10/02/2025; Board Order No. 2025-077		
<b>Performance Clackamas</b>	1. Strong Infrastructure 2. Public Trust in Good Government		
<b>Counsel Review</b>	Yes – A.Keller	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Elizabeth Comfort	<b>Contact Phone</b>	503-742-5405

**EXECUTIVE SUMMARY:** The purpose of this amendment request is to expand our Peoplesoft support and service contract for the County's Finance and HR modules. 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 licenses for the Finance module. This additional contract includes a one-time expansion license fee of \$329,794.42 and recurring annual support fee of \$54,266.99. 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. Approval of the board order will delegate authority to County Finance to amend purchase order 36608 to include the additional support and service contract for continuation of our Peoplesoft support services

**RECOMMENDATION:** Staff respectfully recommend the Board of County Commissioners authorize Procurement to amend PO 36608 to add a technical support and services contract with Oracle America Inc.

Respectfully submitted,

*Elizabeth Comfort*

Elizabeth Comfort  
Director of Finance

For Filing Use Only



## ORDERING DOCUMENT

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

<b>Name</b>	Clackamas County	<b>Contact</b>	Andrea Morrill
<b>Address</b>	150 Beavercreek Road Suite 419 OREGON CITY, OR 97045	<b>Phone Number</b>	971-380-1194
		<b>Email Address</b>	<a href="mailto:AMorrill@clackamas.us">AMorrill@clackamas.us</a>

<b>Programs and Program-Related Service Offerings</b>			
<b>Item</b>	<b>Part Number</b>	<b>Description / License Type</b>	<b>Quantity</b>
1.0	L14000	PeopleSoft Enterprise Asset Management for Public Sector - Annual Budget Perpetual  <b>Software Update License &amp; Support</b> <b>31-Dec-2025 - 29-Sep-2026</b>	197,400,000
2.0	L14004	PeopleSoft Enterprise Accounts Payable for Public Sector - Annual Budget Perpetual  <b>Software Update License &amp; Support</b> <b>31-Dec-2025 - 29-Sep-2026</b>	197,400,000
3.0	L14008	PeopleSoft Enterprise Accounts Receivable for Public Sector - Annual Budget Perpetual  <b>Software Update License &amp; Support</b> <b>31-Dec-2025 - 29-Sep-2026</b>	197,400,000
4.0	L14017	PeopleSoft Enterprise Billing for Public Sector - Annual Budget Perpetual  <b>Software Update License &amp; Support</b> <b>31-Dec-2025 - 29-Sep-2026</b>	197,400,000
5.0	L14305	PeopleSoft Enterprise General Ledger For Public Sector- Annual Budget Perpetual  <b>Software Update License &amp; Support</b> <b>31-Dec-2025 - 29-Sep-2026</b>	197,400,000
6.0	L14366	PeopleSoft Enterprise Inventory for Public Sector - Annual Budget Perpetual  <b>Software Update License &amp; Support</b> <b>31-Dec-2025 - 29-Sep-2026</b>	197,400,000
7.0	L14503	PeopleSoft Enterprise Project Costing for Public Sector - Annual Budget Perpetual  <b>Software Update License &amp; Support</b> <b>31-Dec-2025 - 29-Sep-2026</b>	197,400,000
8.0	L14510	PeopleSoft Enterprise Purchasing for Public Sector - Annual Budget Perpetual  <b>Software Update License &amp; Support</b> <b>31-Dec-2025 - 29-Sep-2026</b>	197,400,000
9.0	L38754	PeopleSoft Enterprise Contracts - Enterprise \$M in Operating Budget Perpetual  <b>Software Update License &amp; Support</b> <b>31-Dec-2025 - 29-Sep-2026</b>	393

Fee Description	Net Fee
Program Fees	329,794.42
Program-Related Service Offering Fees	54,266.99
<b>Total Fees</b>	<b>384,061.41</b>

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

### **1. Agreement**

- a. 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**

- 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 273 days of technical support services.
- 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 10% 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 72,554.77 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. 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.

### **4. Territory**

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

### **5. 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.

### **6. Effective Date**

- a. If accepting this order online, the effective date of this order is the date You submit the order. Otherwise, the effective date is the last signed date stated below.

### **7. Pricing Invoicing and Payment Obligation**

- a. 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.
- b. Program fees are invoiced as of the Commencement Date for the Programs.
- c. 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>.
- d. Program-related Service Offering fees are invoiced in advance of the Program-related Service Offering performance. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

## 8. Fees

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

## 9. 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.

## 10. Offer Validity

a. This order is valid through 30-Jan-2026, and shall become binding upon execution by You and acceptance by Oracle.

## 11. 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.

## 12. 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.

## C. 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 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 789,600,000. 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	Annual Budget Prior to the Effective Date of this Order	Annual Budget Increase under this Order	Total Annual Budget Not to Exceed Amount (Under this and Other Orders)
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	Annual Budget Perpetual	789,600,000	197,400,000	987,000,000
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				

### 2. Expansion of PeopleSoft Enterprise Contracts

The Program licenses listed in the Program and Program-Related Service Offerings table above with the license type Enterprise \$M in Operating Budget Perpetual are ordered and subject to the applicable fees and terms of the order between You and Mythics, Inc. dated 12-May-2021 (the "Initial PeopleSoft Enterprise Contracts Order"). In addition to the terms in your Initial PeopleSoft Enterprise Contracts Order, the parties agree that the following shall apply to the license type Enterprise \$M in Operating Budget Perpetual:

#### (a) Expansion terms:

If you exceed the licensed quantity, you must order the Programs (and first year Software License Update & Support for the Programs) at the appropriate license and support fees specified in the Expansion Exhibit below. The number of additional Program licenses to be ordered shall be equal to the actual number of Enterprise \$M in Operating Budget Perpetual or the actual dollar amount of Enterprise \$M in Operating Budget Perpetual 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 in the Expansion Exhibit below. Oracle has no delivery obligation for Program licenses ordered pursuant to this section. The license definitions and program specific terms applicable to this order will apply to Program licenses ordered pursuant to this section.

#### Expansion Exhibit

Program Description	Metric	Increment	License Fee per Increment	First Year Oracle Software Support Fee per Increment
PeopleSoft Enterprise Contracts	Enterprise \$M in Operating Budget Perpetual	65.5	6,929.38	1,524.46

(b) **Current Order Placed Pursuant to Expansion Pricing:** As of the effective date of this order, Your actual Enterprise \$M in Operating Budget Perpetual is greater than or equal to 655 (the license quantity in your Initial PeopleSoft Enterprise Contracts Order). 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	Enterprise \$M in Operating Budget Prior to the Effective Date of this Order	Enterprise \$M in Operating Budget Increase under this Order	Total Enterprise \$M in Operating Budget Not to Exceed Amount (Under this and Other Orders)
PeopleSoft Enterprise Contracts	Enterprise \$M in Operating Budget Perpetual	655	393	1,048

### 3. Oregon Sovereign Immunity

This agreement and order are governed by the substantive and procedural laws of the State of Oregon. County agrees 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. While Oracle America, Inc. ("Oracle") construes the foregoing sentence as an unambiguous waiver of any applicable immunity, and further denies that County is entitled to any sovereign immunity, immunity under the Eleventh Amendment to 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, County expressly and unequivocally agrees to waive any right to, and any claim of, sovereign immunity, immunity under the Eleventh Amendment to 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 or order. This waiver shall extend to any dispute, claim or lawsuit brought by or against Oracle or County. This paragraph shall take precedence over any other conflicting statement, including in the order or purchase order, US-PSFT-SLSA-12904429-30-SEP-1998, and/or any amendments or addenda thereto.

### 4. Annual Budget Reporting

For the avoidance of doubt, the parties agree that the annual budget reported by the County and used for the license types "Annual Budget Perpetual" and "Enterprise \$M in Operating Budget Perpetual" shall be calculated: (i) based on the County's most recent Annual Comprehensive Financial Report and (ii) as the total sum of the "Total Expenditures (Budget – Final)" amounts reported for Major Governmental Funds, Special Revenue Funds, Capital Project Funds, and Debt Service Funds.

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

#### BILL TO / SHIP TO INFORMATION

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

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

#### **BILL TO / SHIP TO INFORMATION**

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