

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.24
(ID # 4208)

MEETING DATE:
Tuesday, May 9, 2017

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve and execute the Agreement and Statement of Work with Rimini Street, Inc., to provide PeopleSoft support services for five years without seeking competitive bids. [All Districts]; [\$3,418,538 total aggregate cost, 100% RCIT Operating Budget/ISF]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Agreement and Statement of Work with Rimini Street, Inc., to provide PeopleSoft support services for five years, for the total aggregate amount of \$3,418,538, without seeking competitive bids;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel to sign amendments to the agreement: 1) that do not change the substantive terms of the agreement; and 2) does not increase the annual amount more than 3 percent; and,
3. Authorize the Chief Information Officer to sign amendments to the Statement of Work as approved by County Counsel that do not change the total contract amount of \$3,418,538.


ACTION: Policy


Steve Reneker, Chief Information Officer 4/27/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: May 9, 2017
xc: RCIT, Purchasing

Kecia Harper-Ihem
Clerk of the Board
B. 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 643,897	\$ 3,418,538	\$ 663,214
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% RCIT Operating Funds			Budget Adjustment:	No
			For Fiscal Year:	17/18 - 21/22

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The request before the Board is for PeopleSoft support services with Rimini Street, Inc. Through Rimini Street, the county would reduce operations cost by 50 percent from what the current vendor is charging the county.

The County of Riverside is in the process of determining the future of Human Capital Management (HCM) and Financials Enterprise Resource Planning (ERP) systems. The county's current ERP systems are the PeopleSoft applications. The annual cost for PeopleSoft support services from the original software vendor is \$1,287,794; with a three percent (3%) annual inflation factor. In an effort to reduce the operations cost, RCIT is seeking third party support for the existing PeopleSoft System.

Rimini Street has helped more than 1,750 companies, including over 150 of the Fortune 500. These companies enjoy higher levels of support for Oracle® and SAP® software, save up to 50 percent on their total maintenance costs and free up funds that can be used to drive innovation.

RCIT proposes to move the PeopleSoft support contract from Oracle to Rimini Street. This will save or reduce the spending cost of the county on PeopleSoft to 50 percent starting next fiscal year (FY 17/18). The first year cost of Rimini Street support for PeopleSoft is \$643,897. The cost comparison summary shows a savings of \$3,418,538 over five (5) years for the County of Riverside.

Support fee schedule

Vendor	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Oracle	\$1,287,794	\$1,326,428	\$1,366,221	\$1,407,208	\$1,449,425	\$6,837,076
Rimini	\$ 643,897	\$ 663,214	\$ 683,111	\$ 703,604	\$ 724,712	\$3,418,538
5 year cost savings						\$3,418,538

Impact on Citizens and Businesses

There is no negative impact on residents or businesses within the County of Riverside.

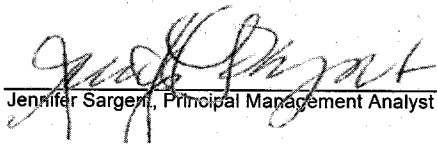
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STATE OF CALIFORNIA**

Contract History and Price Reasonableness

Rimini is the only third-party consultant authorized to support Oracle software. RCIT negotiated with Rimini Street for a 50 percent discount from the current maintenance costs. This discounted pricing is in line with organizations of similar size and usage as the County of Riverside.

ATTACHMENTS:

Agreement with Rimini Street
Soul Source Justification



Jennifer Sargent, Principal Management Analyst

5/4/2017



Lisa Brandl, Director of Purchasing and Fleet Services

4/27/2017



Gregory V. Priamos, Director County Counsel

4/27/2017



Steve Reneker, Chief Information Officer

4/27/2017

Master Services Agreement

This Master Services Agreement ("**Agreement**") is made by and between Rimini Street, Inc. ("**Rimini Street**"), a Nevada corporation having a principal place of business at 3993 Howard Hughes Parkway, Suite 500, Las Vegas, Nevada 89169, and County of Riverside, State of California ("**Client**"), having a principal place of business at 3450 Fourteenth Street, Riverside, California 92501. Rimini Street and Client shall each individually be referred to as a "**Party**" and jointly referred to as "**the Parties**." This Agreement is effective as of the date of the last signature of the Parties below ("**Effective Date**").

The Parties agree as follows:

1. Services

Rimini Street shall provide Client with certain services and/or certain deliverables as listed in an applicable Statement of Work ("**SOW**") (hereafter collectively referred to as "**Services**"). This Agreement shall govern all Services provided by Rimini Street to Client under all SOWs during the term set forth in Section 2 below.

2. Term

This Agreement shall become effective at one minute past midnight (12:01 a.m.) United States Pacific Time on the Effective Date, and shall continue in effect until one minute before midnight (11:59 p.m.) United States Pacific Time one year following the date of expiration or termination of the last effective SOW issued pursuant to this Agreement, unless terminated earlier pursuant to Section 6 below.

3. Payment Terms and Expenses

A. Payment Terms. Client agrees: (i) to pay Rimini Street all fees in accordance with the Payment Schedule set forth in the applicable SOW, and all reimbursable expenses authorized, in any SOW (collectively, "**Payments**"); (ii) all Payments made by Client are non-refundable and shall be made without set-off or counter-claim; (iii) fees listed in any SOW do not include VAT or any other taxes or duties; (iv) all past due amounts will bear interest at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowable under applicable law; and (v) if any invoiced Payments, taxes or duties related to this Agreement are more than fifteen (15) days past due for payment, Rimini Street, at its sole discretion and not in lieu of any other remedy, may cease providing Services until such time as Client is once again current in its invoiced Payments, taxes and duties to Rimini Street (as reasonably determined by Rimini Street). Further, Client agrees it is responsible for paying all sales, use, VAT, and any other applicable taxes however designated, other than those based on Rimini Street's net income, for the Services provided under this Agreement, as applicable. If Client requests that any such taxes not be included in the invoice, Client agrees to (i) provide a sales tax exemption letter or its functional equivalent in a form reasonably acceptable to Rimini Street ("**Tax Exemption Letter**") for the audit files of Rimini Street prior to invoicing; or (ii) if such Tax Exemption Letter is not provided prior to invoicing, pay such taxes and file a refund on its own behalf at a later date. Notwithstanding anything herein to the contrary, Client shall indemnify, defend and hold Rimini Street harmless from and against all claims, losses, costs, expenses, damages and liability arising from Client's delay or failure, for any reason, to pay any tax or file any return or information required by law, rule or regulation, or by this Agreement to be paid or filed by Client.

B. Travel and Living Expenses. If situations arise that cause Rimini Street and/or Client representatives to agree that travel is appropriate for Rimini Street representatives in connection with the provision of Services under any SOW, Rimini Street will seek pre-approval from Client before incurring any such travel and living expenses. Client agrees to reimburse Rimini Street within twenty (20) days after Rimini Street provides Client with reasonable and appropriate expense documentation. Any reimbursable expenses shall be paid to Rimini Street substantially in accordance with Client's Board Policy D-1, Reimbursement for General Travel and Other Actual and Necessary Expenses, attached hereto as Attachment A.

4. Client Obligations

Client shall perform the following obligations (collectively referred to as "Client Obligations"):

A. Primary Contact. Client will designate and provide one (1) Client primary point of contact for each SOW, and this individual shall be Client's authorized representative working with Rimini Street while Services are being rendered under that SOW.

B. Personnel. Client will provide sufficient, qualified, and knowledgeable personnel capable of: (i) performing the Client Obligations set forth in this Agreement and in each SOW; (ii) making necessary and timely decisions on behalf of Client; (iii) facilitating the testing of any deliverables provided by Rimini Street and/or Client's licensor; and (iv) customizing, installing, and configuring deliverables provided by Rimini Street and/or Client's licensor as needed for use with Client's system.

C. Facility Access and Work Space. Should Rimini Street need to travel to Client's facility in order to render Services pursuant to an SOW, Client agrees to provide access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by Rimini Street to enable Rimini Street to render the Services. Client also agrees to provide Rimini Street with equipment and office support (including, but not limited to broadband or digital phone lines for Internet access, phone lines for long distance and local calls related to the provision of Services, photocopying equipment, and the like), and an adequate environment where Rimini Street representatives can conduct work and meet with Client personnel and/or other Rimini Street representatives as necessary.

D. Provision of Information. Client will provide all information (including Confidential Information as defined in Section 8) required for Rimini Street to successfully render the Services pursuant to this Agreement and shall ensure that such information is accurate in all material respects.

E. Timely Performance of Client Obligations. Client acknowledges and agrees that Rimini Street's ability to perform the Services is conditioned upon Client's timely performance of Client Obligations described herein, and the performance of such Client Obligations is material to Rimini Street's ability to commence, proceed with, and successfully perform the Services.

5. Rimini Street Obligations

Subject to Client performing the Client Obligations, Rimini Street shall perform or cause to be performed the following obligations (collectively referred to as "Rimini Street Obligations"):

A. Services. Rimini Street will provide the Services to Client as described in any SOW signed by each of the Parties and referencing this Agreement in consideration of the Payments which shall be paid in accordance with the Payment Schedule described in the SOW and in accordance with the additional payment terms in Section 3.A above. Unless otherwise specified in an SOW or an amendment attached hereto, the Parties understand and agree that all Services described in any SOW will only be rendered in the English language.

B. Communications. Prior to the effective date of any SOW, Rimini Street will provide Client with detailed instructions about how to work with Rimini Street representatives to obtain the Services.

C. Timely Performance of Rimini Street Obligations. Rimini Street acknowledges and agrees that Client relies on Rimini Street for the timely performance of Rimini Street Obligations described herein.

6. Termination for Cause

In the event of any dispute arising out of this Agreement, the Parties shall use good faith efforts to resolve their differences amicably by submitting such dispute to the appropriate senior executive(s) of the other Party, or a designated representative, who has authority to resolve such dispute. Rimini Street encourages Client to leverage the power of their Named Primary Support Engineer as the first point of contact for support-related

matters whenever possible. Although Rimini Street employs a self-escalating model for client support cases, the Rimini Street management team will be available and accessible to assist Client representatives in any escalation through the following path: (i) Named Primary Support Engineer, (ii) Regional Support Manager, (iii) Support Director/Vice President, (iv) Senior Vice President – Global Service Delivery, and (v) Chief Revenue Officer, and (vi) Chief Executive Officer.

A Party may terminate any SOW issued pursuant to this Agreement if (a) the other Party is in default of any material term, condition or warranty of that SOW and (b) such default is not cured within thirty (30) days after written notice of default is provided to the defaulting Party at the applicable address listed in Section 13.

7. Work Product

Any expression of Rimini Street's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, and other technical information, together with any programs, enhancements, source and object code that are not derivative works of Client's licensor(s), shall be deemed Rimini Street work product ("**Rimini Street Work Product**"). Rimini Street Work Product shall not include any intellectual property owned by Client or a third party, unless Rimini Street or Client has procured proper permission for the inclusion of such third party intellectual property in the Rimini Street Work Product. As between Rimini Street and the Client, all intellectual property rights (however designated) pertaining to Rimini Street, all Rimini Street Work Product, and the Services, in whole or in part, are and will remain the exclusive property of Rimini Street and its third party licensors.

Rimini Street hereby grants to Client a perpetual, royalty-free, and nonexclusive license to use the Rimini Street Work Product that is incorporated into the Services provided hereunder in accordance with the terms of this Agreement for its own internal business purposes. The aforementioned Rimini Street Work Product license does not include a license for Client to sell, sublicense, distribute, rent, lease, transfer, share, or assign the Rimini Street Work Product to any other person, entity, affiliate (except as expressly permitted pursuant to this Agreement), beneficiary, or contractor, regardless of their relationship to Client.

To the extent Client acquires any rights in the Rimini Street Work Product, Client hereby assigns those rights to Rimini Street. In furtherance of the aforementioned assignment, Client agrees to take such further actions and execute and deliver such further agreements and other instruments as Rimini Street may reasonably request to give effect to this Section 7.

8. Confidentiality

A. Confidential Information. During the course of the Parties' relationship, a Party may have access to the other Party's Confidential Information. The Parties agree that the term "**Confidential Information**" shall mean any information, technical data, or know-how, including, without limitation, that which relates to research, products, services, customers, markets, inventions, processes, designs, marketing, future business strategies, trade secrets, finances, and other nonpublic information of the disclosing Party. Subject to the Client Obligations in Section 4.D., the amount and type of Confidential Information to be disclosed is completely within the sole discretion of each Party.

B. Non-Confidential Information. The Parties agree that Confidential Information does not include a Party's information which the other Party can establish by legally sufficient evidence: (i) was in the possession of, or was rightfully known by a Party without an obligation to maintain its confidentiality prior to its receipt from the other Party; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by a Party in good faith from a third party having the right to disclose it without an obligation of confidentiality; (iv) is independently developed by a Party without use, directly or indirectly, of Confidential Information received from the other Party; or (v) is authorized in writing by a Party to be released from the confidentiality obligations herein.

C. Non-Disclosure. Each Party agrees that it shall not use or permit the use of any Confidential Information of the other Party except to the extent reasonably required for purposes of this Agreement, nor disclose or permit to be disclosed the Confidential Information of the other Party to any person or entity (other than its own employees, agents, representatives, or affiliated entities having a reasonable need for such

information for the purposes of this Agreement and that have agreed to keep such information confidential), nor duplicate any Confidential Information of the other Party which consists of computer software or documentation or other materials expressly restricted against copying or which carry the notation "Confidential," "Company Confidential," and/or "Proprietary", unless such duplication, use or disclosure is specifically authorized in writing by the other Party. Each Party agrees that damages may not be adequate to protect the other Party in the event of a threatened breach of this Section 8, and that either Party may take equitable action, including seeking injunctive relief, to enforce this Section 8. The provisions of this Section 8 shall survive the termination or expiration of this Agreement and any SOW by two (2) years. Trade secret information will remain confidential for as long as the information remains a trade secret.

D. Legal Disclosure. If it is reasonably necessary for the receiving Party to disclose any Confidential Information to (i) enforce this Agreement, (ii) comply with a judicial or administrative proceeding or similar process, or (iii) comply with a stock exchange rule, or rule of any other regulatory authority which has jurisdiction over receiving Party, the receiving Party will, if permitted, provide the disclosing Party with prompt written notice so the disclosing Party may, at the disclosing Party's sole expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, the receiving Party will not be in breach of Section 8.C. by furnishing such Confidential Information as legally required and will exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information so disclosed, at the disclosing Party's expense.

E. Publicity. Upon execution of this Agreement, Rimini Street may use Client's name and logo in its client lists, provided that Rimini Street includes such protective legends and/or nomenclature as may be necessary to protect Client's rights in and to its names and any trade and service marks or copyrighted materials. Other than as noted herein, neither Party may issue a press release regarding the existence or terms of this Agreement, or any services or subsequent work performed hereunder, without first obtaining written approval of the other Party (which approval shall not be unreasonably withheld).

9. Indemnity

A. Rimini Street Indemnity. Provided that Rimini Street is given prompt written notice of an alleged infringement claim and is given information, reasonable assistance, and the sole authority to defend or settle such claim, Rimini Street shall indemnify, defend or, at its sole option, settle, and hold Client harmless against (1) any third party claims that the Rimini Street Work Product or Services delivered to Client pursuant to this Agreement infringes any third party intellectual property rights and (2) any claim by Oracle USA, Inc. or its affiliates ("Oracle") that the Rimini Street Work Product or Services or Client's acceptance of the Rimini Street Work Product or Services violates Oracle's rights or violates the court's rulings related to *Oracle USA, et al. v. Rimini Street, Inc., et al., Case No 2:10-cv-106* or *Rimini Street, Inc. v. Oracle International Corporation, D. Nevada, Case No. 2:14-cv-01699-LRH-CWH*; provided, however, that Rimini Street shall have no such indemnification obligation to Client to the extent: (i) the alleged infringement is based on information, software code or other material not furnished by Rimini Street, its agents, representatives, and suppliers; (ii) the alleged infringement is the result of a modification made by anyone other than Rimini Street directly or through a subcontractor or is the result of software provided to Rimini Street by Client, its agents, representatives, and/or suppliers; (iii) such claim would have been avoided but for the combination or use of the Rimini Street Work Product, the Services, or portions thereof, with other products, processes or materials where the alleged infringement relates to such combination; (iv) Client uses the Rimini Street Work Product or the Services other than in accordance with this Agreement or other than in accordance with a license agreement between Client and one or more third parties; (v) Client continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; (vi) such claim is based on any portion of Rimini Street Work Product or Services that, in whole or part, embodies Client's Confidential Information, software code, or ideas or other Client material including, without limitation, any portion of Rimini Street Work Product or the Services that is developed pursuant to Client's specifications; (vii) such claim arises from Client's violation of its software license agreement with Oracle; or (viii) such claim arises from Client's negligence or willful misconduct [(i) through (viii) collectively referred to as the "Client Indemnifiable Claims"]; or (vii) Client is in default of its obligations under Section 3.A.

In the event of a threatened or actual claim, and in addition to providing any indemnification owed to Client by this Section 9.A., Rimini Street may, in its reasonable judgment, and at its option and expense: (i) obtain for Client the right to continue using the Rimini Street Work Product; (ii) replace or modify the Rimini Street Work Product so that it becomes noninfringing; or (iii) terminate the right to use the Rimini Street Work Product and return the fees paid by Client for the then-current Support Period Year for such portion of the Rimini Street Work Product which is allegedly infringing, prorated based on the number of days remaining in the then-current Support Period Year. Rimini Street will not enter into any settlement that imposes any legal liability or financial obligation on the Client without the Client's prior written consent. Client will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Rimini Street will have the right to sole control of the settlement or defense.

B. Client Indemnity. Provided that Client is given prompt written notice of an alleged infringement claim and is given information, reasonable assistance, and the sole authority to defend or settle such claim, Client shall indemnify, defend or, at its sole option, settle, and hold Rimini Street harmless against any claims that the Rimini Street Work Product or the Services delivered to Client pursuant to this Agreement infringes any third party intellectual property rights to the extent of one or more Client Indemnifiable Claims. Client will not enter into any settlement that imposes any legal liability or financial obligation on Rimini Street without Rimini Street's prior written consent. Rimini Street will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Client will have the right to sole control of the settlement or defense.

C. Personal Injury Indemnity. Each Party ("Indemnifying Party") shall indemnify and hold the other Party ("Indemnified Party") harmless against any claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the negligent or intentional acts or failure to act by the Indemnifying Party or its employees or agents while performing its obligations pursuant to this Agreement that result in death or personal injury. This indemnification obligation is contingent upon the Indemnified Party's providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and the sole authority to defend or settle such claim.

D. Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION 9 (NINE) STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES AND THE DEVELOPMENT AND/OR USE OF THE RIMINI STREET WORK PRODUCT, OR ANY PART THEREOF.

10. Limited Warranty

A. Warranty. Rimini Street warrants that the Services will be performed consistent with generally accepted industry standards and in accordance with the terms of the SOW. Rimini Street represents and warrants that: (1) Rimini Street's use of the Covered Products is solely for Client's own internal data processing operations on Client's specified computer hardware and operating systems; (2) Rimini Street is not authorized to use the Covered Products for training, commercial time-sharing, rental or service bureau use; (3) Rimini Street is not authorized to use any documentation of the Covered Products, except in support of Client's use of the Covered Products; (4) other than as specified in this Agreement or in any SOW, Rimini Street is not authorized to make any copies of the Covered Products without Client's prior written consent (provided, that in all events any such copies shall be considered Covered Products, shall only be stored on Client's specified computer hardware and operating systems, and all titles, trademarks, and copyright and restricted rights notices shall be reproduced in any such copies); and (5) Rimini Street is not authorized to cause or permit the reverse engineering, disassembly or decompilation of the Covered Products. Except as expressly agreed upon in this Agreement or the SOW, no specific result from provision of the Services is assured or guaranteed. Client warrants that it has full legal authority to enter into this Agreement and perform its obligations hereunder, and that no third party rights or permissions are required in order for it to do so. Each Party shall comply fully with all applicable export control and economic sanctions laws and regulations of the United States and other countries and territories relevant to the Services provided under this Agreement (collectively "Foreign Trade Regulations"). Each Party shall take all reasonable steps to assure that the Services are not exported, directly or indirectly, in violation of Foreign Trade Regulations or intended to be used for any purposes prohibited by

the Foreign Trade Regulations. OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING ANY SOW OR ATTACHMENT, THE PARTIES DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

B. Remedies. Client's sole remedy and Rimini Street's sole obligation in the event of a breach of the warranty contained herein is, at Rimini Street's option: (i) to re-perform the Services; or (ii) to refund the amounts paid by Client for the Services which were not as warranted. Client will use reasonable efforts to provide written notice to Rimini Street within thirty (30) days of the date it knows or should have known that the Services were not performed consistent with the warranty in Section 10.A.

11. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RIMINI STREET DOES NOT WARRANT OR REPRESENT THAT SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE ERROR-FREE. EXCEPT FOR RIMINI STREET'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.A., RIMINI STREET'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR THE PROVISION OR NONPROVISION OF SERVICES OR SOFTWARE PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THREE (3) TIMES THE AMOUNT OF FEES RECEIVED BY RIMINI STREET FROM CLIENT PURSUANT TO THE APPLICABLE SOW FOR THE SUPPORT PERIOD YEAR IN WHICH THE ALLEGED LIABILITY AROSE. THE PARTIES ACKNOWLEDGE AND AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION 11 (ELEVEN). CLIENT ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, RIMINI STREET HAS COMMUNICATED TO CLIENT THAT THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

12. Independent Contractor Status

Rimini Street performs its obligations pursuant to this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to create or be construed as the existence of a partnership, joint venture, or general agency relationship between the Parties.

13. Notice

All notices shall be in writing and sent by United States mail with return receipt, registered mail, overnight mail, or well-known courier service, delivered to the addresses indicated below, or such other address as either Party may provide to the other Party at least ten (10) business days prior to the date of any notice provided hereunder, unless otherwise provided in this Agreement. Notices shall be deemed to have been provided as required by this Section on the date of delivery as shown on the receipt evidencing delivery of the notice.

For Rimini Street:

Rimini Street, Inc.
Attn: Legal Dept.
3993 Howard Hughes Parkway
Suite 500
Las Vegas, Nevada 89169

For Client:

County of Riverside, State of California
Attn: Procurement Contract Specialist
3450 Fourteenth Street
Riverside, California 92501

14. Separate Agreements

Client acknowledges that it may enter into multiple Statements of Work with Rimini Street under this Agreement. Client agrees that each SOW is a separate and independent set of contractual obligations from any other SOW. Client shall not withhold Payments that are due and payable under an SOW because of the status of any other SOW under this Agreement.

15. Use by Affiliates

The Parties agree that the Rimini Street Work Product licensed to the Client hereunder, and in general the Services provided to Client pursuant to each SOW, may be used by, and/or for the benefit of, Client's Affiliates (as hereinafter defined) to the same extent Client is allowed to use and benefit from such Services, provided that (i) each such Affiliate has the right to use the Covered Products set forth in Schedule A to each applicable SOW pursuant to Client's original vendor license agreement(s) for such Covered Products; (ii) such Affiliates' use of the Rimini Street Work Product and Services shall be bound by all applicable terms, conditions and limitations of this Agreement and each applicable SOW; (iii) Client, as the signatory to this Agreement, will be responsible for such Affiliates' compliance with the terms, conditions and limitations of this Agreement, and will indemnify, defend and hold harmless Rimini Street for any and all claims, damages, liability and expenses, including attorney's fees and costs, sought by any such Affiliate that exceeds Rimini Street's liability or obligations under this Agreement; and (iv) such Affiliates' use of the Rimini Street Work Product and Services is restricted solely to use with Client's Covered Products as set forth in any Schedule A to each applicable SOW. "Affiliates" means any corporate entity which, directly or indirectly, controls or is controlled by, or is under common control with, Client.

16. Section Headings

The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

17. Survival

The terms of Sections 3, 7 through 11, 13, and 16 through 24 shall survive the termination of this Agreement.

18. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, its invalidity shall not affect the remainder of this Agreement, and to the maximum extent possible, such provision shall be interpreted to give effect to the original intent of the Parties while meeting the minimum requirements for validity, legality, and enforceability.

19. Legal Construction

No provision of this Agreement shall be construed against either Party by virtue of the fact of having drafted such provision. Each Party represents that it had a sufficient opportunity to consult with legal counsel and to fully consider and negotiate the provisions of this Agreement.

20. Waiver

The failure by a Party to exercise any right hereunder shall not operate as a waiver of such Party's right to exercise such right or any other right in the future.

21. Amendments

All amendments to the Agreement or any SOW must be in writing and executed by authorized representatives of each Party. In the event of a conflict in terms between this Agreement, any SOW and one or more properly executed amendments to the Agreement or an SOW, the order of precedence shall be from the most recently properly executed amendment backwards to the original contract document. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or SOW shall add to or vary the terms of this Agreement or an SOW. All such proposed variations or additions (whether submitted by Rimini Street or Client) are objected to and deemed material unless otherwise agreed to in writing by the Parties.

22. Force Majeure

Except for Client's obligation to pay Rimini Street for Services already rendered, reimburse expenses already incurred on behalf of Client, and to pay taxes, duties, and customs fees owed in relation to the Services, each Party's failure to perform in a timely manner shall be excused to the extent caused by conditions beyond the reasonable control of the affected Party and which it could not, by reasonable diligence, have avoided. Such conditions may include but are not limited to natural disaster, fire, accidents, actions or decrees of governmental bodies, Internet or other communication line failure not the fault of the affected Party, strikes, acts of God, wars (declared and undeclared), acts of terrorism, riots, embargoes, civil insurrection, acts of vendors and suppliers, and concealed acts of employees or contractors, but shall not include a lack of funds or insufficiency of resources caused by lack of funds. The Party affected shall immediately give notice to the other Party of such delay and shall resume timely performance as soon as such condition is terminated. If the period of force majeure exceeds thirty (30) days from the receipt of notice, the non-affected Party may terminate this Agreement.

23. General

This Agreement is made in and shall be governed by the laws of the State of California, United States of America, without regard to the choice of law principles of any jurisdiction. Exclusive jurisdiction and venue shall be in the Superior Court or the U.S. District Court located in Riverside, California, and each Party waives any objection to the adjudication of disputes in that forum. Except for actions for non-payment or breach of Rimini Street's proprietary rights in the Rimini Street Work Product, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two years after the cause of action accrued. This Agreement constitutes the entire agreement between the Parties concerning the subject matter contained herein. This Agreement replaces and supersedes any prior verbal or written understandings, proposals, quotations, communications, and representations between the Parties relating to the subject matter hereof. Nothing in this Agreement is meant to create or creates any rights, obligations, or benefits directly or indirectly to any party not a signatory of this Agreement. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. Neither Party shall assign this Agreement or transfer its responsibilities under this Agreement, nor any interest in this Agreement, except with written consent of the other Party, which consent shall not be unreasonably withheld. The Parties agree that any assignment by operation of law in the context of the sale of all or substantially all of a party's stock or assets shall not constitute an "assignment" for purposes of this prohibition. This Agreement and any SOW hereunder may be signed in duplicate originals, or in separate counterparts, which are as effective as if the parties signed a single original. A facsimile or electronic copy of an original signature is considered as effective as an original.

24. Signatures

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

[SIGNATURE PAGE BELOW]

For Client:

Authorized Signature

Printed Name

Chairman, Board of Supervisors

Title

MAY 09 2017

Date

For Rimini Street, Inc.:

Authorized Signature

Printed Name

CEO

Title

April 21, 2017

Date

FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

ATTEST:

KECIA HARPER-IHEM, Clerk

By:

DEPUTY

Attachment A

**Board Policy D-1
Reimbursement for General Travel and
Other Actual and Necessary Expenses**

**COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

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Policy:

1. Scope

This policy establishes procedures and standards for reimbursement of necessary actual expenses incurred by appointed department heads, employees, and other authorized persons, for whom allowance of expenses is authorized by or pursuant to law, resolution, or ordinance because they occur during performance of official county business. The Board of Supervisors and elective constitutional officers as well as their employees are exempt from this portion of the Board policy. This policy also specifies the types of occurrences that qualify a member of the Board of Supervisors to receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses in accordance with Government Code Section 53232.2(b). The Board of Supervisors, elective constitutional officers and each department head is charged with the responsibility of authorizing travel and including it in the proposed budget and ensuring such expenditures are within the approved budget.

The Auditor-Controller shall refer to the Executive Officer any reimbursement claim that is considered to not be in conformance with Board policy. The Executive Officer shall have the authority to approve the payment of any claim if there is lack of certainty regarding the application of Board policy to the questioned claim, or if the action of the department head was not unreasonable in light of all the circumstances. If the Executive Officer denies approval, the department head may place the matter on the agenda of the Board of Supervisors for final disposition.

Board of Supervisors

Members of the Board of Supervisors shall be allowed their actual expenses in going to, attendance at, and returning from state association meetings and their actual and necessary traveling expenses when traveling outside of the county on official business pursuant to Government Code Section 25008. Members of the Board of Supervisors may receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses incurred in the performance of official duties. Reimbursement for such expenses is subject to the provisions of this policy and California Government Code Sections 53232.2 and 53232.3. In accordance with Government Code section 53232.2(c), the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication, shall be used to determine reimbursement rates for members of the Board of Supervisors. Types of occurrences that qualify a legislative body member to receive reimbursement of expenses relating to travel, meals, lodging and other actual and necessary expenses include the following:

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A. Meeting with representatives of regional, state, national and foreign government on policy positions adopted by the Board of Supervisors;		
B. Attending educational seminars designed to improve officials' skill and information levels;		
C. Participating in regional, state, and national organizations whose activities affect the county's interests;		
D. Attending county events;		
E. Implementing a county-approved strategy for attracting or retaining businesses to the county, which will typically involve at least one staff member and;		
F. Attending meetings for which a meeting stipend is expressly authorized.		

In accordance with Government Code Section 53232.2(f), all expenses that do not fall within this policy shall be considered for approval by the Board of Supervisors prior to incurring the expense, unless the expense involves a meeting in which a member of the Board of Supervisors is required to make a public report (see section 12). All expenses must be verified by a valid original receipt, as required by Government Code Section 53232.3(c), which includes the name of the vendor (e.g. hotel, restaurant) date of service and actual amount charged.

Members of the Board of Supervisors and elective constitutional officers, as well as their employees, shall be exempt from Sections 2 through and including 10 of this Board Policy.

2. Lodging

Actual cost for lodging, not to exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees, is allowed provided such cost is reasonable for the location and is consistent with government and/or conference/convention rates, if available, or usual charges established for the general public. For lodging in high cost cities as defined by the Internal Revenue Service (e.g., San Francisco, New York, Washington D.C., as described in IRS publication 1542) or by the Board of Supervisors (Sacramento) actual cost not to exceed \$239 per night, or applicable conference rate at conference hosting hotel is allowed. Lodging costs exceeding the established limit may be reimbursed at a higher rate if a written statement explaining the reason for the expense is submitted by the department head to the designated Executive Office analyst along with a completed employee reimbursement form. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the

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member of a legislative body at the time of the booking. Higher rates based upon late registration or negligence by the department head in making an early reservation will be reimbursed at the \$159 rate.

An employee reimbursement claim for lodging must provide an explanation of the business purpose of the stay and be supported by a receipt/facility folio.

A government rate, if available, should be requested when booking a room (county employees should be prepared to provide proof of employment with the county). Only the single occupancy rate may be claimed for the reimbursement except when two or more county employees participating in the same function share a room; then a double occupancy rate may be claimed by dividing the cost between two claim forms and providing a memorandum explaining the shared room along with the lodging folio.

The department head may approve extended lodging if the cost is less than daily travel expenses without the extended stay. Approval of extended lodging for any location in Riverside, Orange, San Diego, Imperial, Los Angeles and San Bernardino counties is required prior to the travel occurrence and must be less costly than a daily commute.

.3. Meal Expenses

Actual (not to exceed maximum, see below) cost shall be allowed for meals related to attendance at conventions, scheduled meetings, conferences, seminars, special assignments or an assignment **that requires an overnight stay. A meal/s during attendance at any single day event will not be reimbursed.**

- A. The maximum reimbursement for meals per day is \$51, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate (e.g. meal at \$6.00, tip \$1.20 equals a reimbursement of \$7.20).

The maximum reimbursement for meals per day in high cost cities (as described in item 2 above) is \$71, inclusive of taxes and tip.

- B. An employee reimbursement claim is based on actual (not to exceed maximum) cost.
- C. Reimbursement for meals may exceed the maximum amounts of \$51, but no more than \$71, only if the meal is organized by a non-county entity where the established price of the meal includes facility, speaker, or other costs and is a required portion of the meeting and/or conference. A written statement explaining the necessity for incurring such expense and supporting

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documentation (e.g. flyer, agenda or brochure) must be submitted with the employee reimbursement claim.

- D. Where the cost of a meal is included as part of a registration charge or fee, no additional employee reimbursement may be claimed for that meal.
- E. For same day travel, expenses for meals are limited to activities outside normal work duties. No reimbursement for meals will be made for same day travel. Reimbursement for a meal is provided when it is not reasonable for employees to provide their own meal. Special situations may be considered on a case-by-case basis. A memo from the employee to the department head is required and the department head's concurrence must be noted before the memo is forwarded to the designated Executive Office analyst for review and approval.
- F. Travel to a temporary worksite does not qualify an employee for meal reimbursement.
- G. No reimbursement shall be made for alcoholic beverages of any kind.
- H. Employees attending training or conferences for an extended period of time, more than seven consecutive days, may elect to purchase groceries and prepare their meals during the training/conference. In this event, grocery receipts are to be retained and submitted for reimbursement. Grocery charges exceeding the maximum daily cost will not be reimbursed. An employee electing to purchase and prepare food during an extended stay may purchase only food to be consumed during the designated period; no reimbursement will be made for incidentals including kitchen utensils, cookware, kitchen supplies and sundries.

4. Transportation

Actual cost of common carrier services, including taxicabs, car rentals and baggage fees, when necessary, shall be allowed. Departments are to utilize on-line travel services and secure the least expensive flights and car rental arrangements possible. Upon request from the Auditor/Controller supporting documentation that the flights and car reservations made were the least expensive option available is to be provided by the department. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if (1) the traveler pays the cost difference or (2) the department can document that no other option exists and the selected flight is the only option for travel. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares. Airline government and group rates must be used when available.

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Claims for payment or employee reimbursement shall be accompanied by a receipt for the purchase and a copy of the ticket purchased or other voucher for common carrier expense. Flight insurance is covered in Policy D-5.

5. Rental Cars

The county maintains a contract with a vehicle rental company and every effort should be made to use the contract company. If available, a county issued corporate rental vehicle card or Purchasing Card (P-card) shall be used for all travel requiring the use of a rental vehicle when the contract company cannot be used. Government and group rates must be used when available. Actual costs evidenced by an original, dated receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle.

The rental vehicle may include a global positioning system if said equipment is standard; only standard equipment is allowed and no rental car reimbursement will be made for cars above the mid-range size unless four or more employees are traveling in the same vehicle and this information is documented in the reimbursement information.

If a county issued corporate card is unavailable, the county requires employees to purchase the Loss Damage Waiver (LDW) so the employee is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed. However, the county will not reimburse employees for the cost of other optional insurance. (e.g. liability, uninsured/underinsured motorist, personal accident & personal effects), as the county is self-insured for vehicle liability & third party physical damage and provides worker's compensation coverage.

Employees are required to notify Human Resources, Risk Management Division at (951) 955-3540 and the employee's supervisor as soon as possible (within 24 hours) of any event, incident or accident related to the rental car. The employee must complete "County Vehicle Accident/Incident Report," Form 942-6 (Safety Division form).

6. Private Automobile

Reimbursement for use of a private vehicle shall be allowed upon authorization of the department head, Executive Officer, or the Board of Supervisors. The county's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with IRS' periodic establishment of such a rate.

If an employee is required to use the employee's personal vehicle while in the course and scope of employment, the employee must, prior to using said vehicle, do the following:

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- A. Complete the "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form 30, authorizing the employee to use a personal vehicle which must be approved by the department head.
- B. Insure the vehicle to at least the minimum limits required by the State of California, or if registered/licensed out of state, the insurance must be equal to or greater than the minimum limits required by the State of California. Although not required, it is recommended that employees who use their personal vehicle while in the course of and scope of employment place a business use endorsement on their personal automobile policy. The expense of adding a business use endorsement is the sole responsibility of the employee.
- C. Maintain a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

The use of motorcycles, mopeds, and similar types of vehicles for the conduct of county business is expressly prohibited, with the exception of Sheriff's Department sworn personnel on duty in a specific assignment.

When a department head authorizes use of a private vehicle for the convenience of the driver, instead of more economical travel by air, reimbursement shall not exceed the cost of usual airfare.

Employees are required to notify Human Resources, Risk Management Division's representative, and the employee's supervisor as soon as possible (within 24 hours) of any incident or accident. Employees must complete "County Vehicle Accident/Incident Report," Form 942-6 (Human Resources Safety Division form).

7. Private Aircraft

The use of private aircraft for the conduct of county business is expressly prohibited unless prior authorization is given by the Board of Supervisors.

8. Miscellaneous Expenses

Miscellaneous expenses, including charges for business telephone calls, fax service, internet service, e-mail services, the cost of usual or necessary services and supplies, including emergency repairs, parts or towing for county vehicles, conference registration fees, vehicle parking, bridge tolls, and any other justifiable business expenses shall be allowed if they represent a valid business need.

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A satisfactory explanation of the circumstances is required for these expenditures. An employee reimbursement for actual miscellaneous expenses shall be accompanied by an original receipt or other original voucher. Personal telephone calls and personal internet usage are not reimbursed.

9. Special Provisions for County Employees on Indefinite Assignments

When approved by the department head and Executive Officer or designee, employees assigned indefinitely (for periods of 90 days or more) out of town are provided the following compensation options:

- A. Standard reimbursements as provided herein (or limited by program provisions); or
- B. Commuter compensation model:
 - Meals: \$50.00 per day or portion thereof in travel status
 - Lodging: \$1,500 per month (prorated at \$50.00 per day)
 - Transportation Allowance: \$600 per month (Parking, Car Rental, etc):

Under the commuter compensation model, no receipts or records are required by the county. However, the employee must substantiate deductible expenses on his/her personal tax return.

No tax deduction is allowed by IRS if the assignment is expected to exceed one year. The "commuter compensation model" will be grossed up by a factor of 20% to recognize this tax impact for employees whose assignments are expected to exceed one year.

10. Travel Authorization

Reimbursement for travel expenses requires prior authorization as follows:

- A. By County Executive Officer or designee:
All travel wherein the estimated total cost (including registration, transportation, lodging, and meals) is not included in the approved budget, or is expected to cost \$1,000 or more per person or if the travel is out of state. Prior approval for travel estimated as costing more than \$1,000 or travel out of state is required even if the travel was anticipated and approved in the department's budget.

Each request should be in the form of a memorandum that details costs to be incurred and substantiates the need for said travel. Attendance must be required for purposes of maintaining a professional license, participation in professional activities which benefit the County of Riverside and not solely for

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the purpose of professional enhancement or to collect an award. Funding availability for the proposed travel is not a guarantee that the travel will be approved. The travel must provide a clear benefit to the County of Riverside.

Exception: extraditions, travel that involves the health/safety/security of a minor, and/or an individual 60 or more years of age or any individual who is the victim of domestic violence.

B. By Department Head:

All travel wherein the estimated total cost (including registration, transportation, lodging and meals) is less than \$1,000 per person. This travel should also be requested on an email prepared by the employee and outlining all anticipated expenditures. If the travel involves participation at a conference or training venue the proposed agenda should be included. The memorandum should explicitly detail how the proposed travel benefits Riverside County.

The Department Head's approval is an indication that the travel is included in the approved departmental budget. If the travel is not in the approved budget the Department Head should make a recommendation and forward the memo to the designated analyst in the Executive Office.

C. Format:

All approved travel should be noted on a per trip basis in a memorandum signed by either the County Executive Officer/designee or the department head as delineated in A. and B. above. A copy of the signed memorandum should be attached to any requests for payment of travel expenses, including Form 14 which follows.

11. Use of Claim Form

The employee expense claim must be filed on a form approved by the county, and must include date, business destination, amount, and business purpose. Claims shall be filed promptly, no later than the end of the month following the month in which the travel and/or other necessary expenses occurred. Claims filed after this time will not be considered for payment. Commuter compensation model will be processed as additional pay, and no other form will be required.

Original receipts are required for reimbursement. Original receipts must include the name of the establishment where service was provided and the date on which the service was rendered. Restaurant receipts must include the items ordered as well as the total payment made. However, there may be rare occasions when providing an itemized receipt may not be possible due to the type and location of the restaurant. In

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that event, an original un-itemized receipt from the restaurant can be submitted. All claim forms and associated documents related to reimbursable county expenditures are considered public records, are subject to disclosure under the California Public Records Act (Chapter 3.5 (Commencing with Section 6250) of Division 7 Title 1). (Form 14 attached).

12. Reports

Per California Government Code Section 53232.3 subparagraph (d), legislative body members are required to provide brief reports on meetings attended at the expense of the county at the next regularly scheduled meeting of the legislative body.

13. Penalties

Penalties for the misuse of public resources or falsifying expense reports in violation of expense reporting policies may include, but not be limited to, the penalties specified in Government Code section 53232.4.

Reference:

- Minute Order dated 01/21/75
- Minute Order 3.3 of 04/29/97
- Minute Order 3.3 of 10/16/01
- Minute Order 3.8 of 04/08/03
- Minute Order 3.7b of 05/02/06
- Minute Order 3.3 of 04/10/07
- Minute Order 3.2 of 07/21/09
- Minute Order 3.7 of 09/15/09
- Minute Order 3.9 of 08/10/10
- Minute Order 3-11 of 02/26/13

Statement of Work No. 1

PeopleSoft Support Services

This Statement of Work No. 1 – PeopleSoft Support Services (“PS SOW”) is issued pursuant to that certain Master Services Agreement dated on or about _____ (the “Agreement”) between County of Riverside, State of California (“Client”) and Rimini Street, Inc. (“Rimini Street”). This PS SOW is effective as of the date of the last signature of the Parties below (“PS SOW Effective Date”). Unless otherwise indicated herein, capitalized terms used in this PS SOW without definition shall have the respective meanings specified in the Agreement and all section, schedule and attachment references in this PS SOW shall be to applicable sections, schedules and attachments of the Agreement. To the extent that the terms and conditions set forth in this PS SOW and Schedules attached hereto conflict with the terms and conditions of the Agreement, the terms and conditions of this PS SOW and Schedule A will prevail.

1. Services

Rimini Street shall provide Client with certain support services and certain deliverables as follows for the Covered Products listed in Schedule A attached hereto and subject to the capitalized definitions and additional terms found in Section 7 below (hereafter collectively referred to as “Services”):

A. Product Support. Rimini Street will provide Client with diagnostic services, advice, and recommendations relating to the proper operation of Client’s PeopleSoft System.

B. Product Fixes. Rimini Street will provide fixes for Issues Client encounters in the Covered Products listed in Schedule A, used in the PeopleSoft Production Release (as well as the Target PeopleSoft Production Release for any PeopleSoft upgrade project Client undertakes). Rimini Street will provide fixes to the original code as delivered by Oracle Corporation (as successor in interest to PeopleSoft USA, Inc.) as well as to Client-Made Customized Code for on-line, batch, and report code.

C. Tax, Legal and Regulatory Updates. Rimini Street will provide tax, legal and regulatory updates during the Support Period for the Covered Products and jurisdictions detailed in Schedule A.

D. Installation Support. Rimini Street will provide support for re-installations of the PeopleSoft System if required as a result of an Issue with Client’s development, test, or production environments. Installation support shall include advice and recommendations for the execution of installation scripts, configuring the PeopleSoft Technology Foundation, and advice and recommendations for the installation and configuration of supported versions of third-party products from MicroFocus and Crystal Reports. Installation support shall also include advice and recommendations related specifically to Client’s choice of a Rimini Street Supported RDBMS platform and Client’s choice of a Rimini Street Supported Operating System platform for the PeopleSoft Technology Foundation servers and RDBMS servers.

E. Interoperability Support. Rimini Street will provide advice, recommendations, and testing assistance with Issues determined to likely involve interoperability issues between the PeopleSoft Technology Foundation, PeopleSoft Applications, Rimini Street Supported RDBMS platform, Rimini Street Supported Operating System, implemented Crystal Reports software, and implemented MicroFocus software.

F. Performance Tuning Support. Rimini Street will provide performance tuning diagnostics, advice, and recommendations for the PeopleSoft Technology Foundation and PeopleSoft Applications using proprietary and commercially available tools. Rimini Street will use commercially reasonable efforts to provide advice and recommendations for performance tuning Client’s Rimini Street Supported RDBMS, Rimini Street Supported Operating System, and other third-party products used in the PeopleSoft System.

G. Upgrade Process Support. Rimini Street will provide upgrade process support from Client's current PeopleSoft Production Release to any Target PeopleSoft Production Release listed on Schedule A. Rimini Street will make upgrade support available to any such Target PeopleSoft Production Release for at least fifteen (15) years after the PS SOW Effective Date, provided this PS SOW remains in effect without interruption during said fifteen (15) year period.

H. Archiving Assistance. Rimini Street shall assist Client in identifying a specific scope of software updates and other support-related materials for the Covered Products that Client may elect to obtain from Oracle prior to the expiration date of the corresponding Oracle support services for the Covered Products (that expiration date being referred to as the "Maintenance End Date"). All Covered Product files or materials that Client downloads or otherwise obtains from Oracle prior to the Maintenance End Date shall be referred to collectively as the "Client Archive." Client shall deposit the Client Archive on a file storage location owned, leased, or otherwise controlled by Client (the file storage location with the Client Archive shall be referred to as the "Client Archive Repository"). If Client requests that Rimini Street access the Client Archive in rendering Services under this PS SOW, the Client Archive Repository and remote access connectivity thereto must meet the technical guidelines provided by Rimini Street to Client.

2. Support Period

Rimini Street will provide Client with Services beginning at one minute past midnight (12:01 a.m.) United States Pacific Time on the PS SOW Effective Date and ending at one minute before midnight (11:59 p.m.) United States Pacific Time on June 30, 2022 ("Support Period").

3. Termination by Client

A. Other than the termination right provided in Section 3.B below, Client may not terminate this PS SOW at any time during Year 1 of the Support Period except for cause pursuant to the Agreement. Thereafter, Client may terminate Services for all Covered Products in this PS SOW at the end of a Support Period Year with no less than sixty (60) calendar days written notice prior to the start date of any subsequent Support Period Year set forth in Section 5.A. below for any reason or no reason, provided that all fees, taxes, duties, and expense reimbursements due under this PS SOW shall be paid by Client to Rimini Street on or before the actual date of termination.

B. If Client provides written notice to Rimini Street in writing on or before June 8, 2017 certifying that it wishes to terminate this PS SOW, then this PS SOW and the Services provided hereunder will terminate June 8, 2017. In such case, \$ 25,000.00 USD of the Annual Support Fee for Year 1 of the Support Period shall be considered fully-earned and non-refundable.

4. Service Level Agreement

During the Support Period, Client will be entitled to receive support twenty-four (24) hours a day, seven (7) days a week (including major holidays) for Critical Issue (P1) cases. Response time commitment for a first live conversation with a Rimini Street engineer after Client contacts Rimini Street with a request for support on a Critical Issue case is less than fifteen (15) minutes. Client will be entitled to receive support for all other Issues during Rimini Street Business Hours as specified in Schedule A. Response time commitments and communication update intervals for each Issue are detailed in Table 1 below. Business Impact Guidelines for each Client Priority Level are detailed in Table 2 below.

Further, Rimini Street will provide Client with at least one Named Primary Support Engineer. Client's Named Primary Support Engineer shall be the point of contact at Rimini Street for Client's personnel and agents reporting and working to resolve Issues with the Covered Products listed in Schedule A during the Support Period. When Client's Named Primary Support Engineer is unavailable due to on-call rotations or days off, a temporary on-call Named Primary Support Engineer shall be available to Client.

Table 1

Issue Severity	Client Priority Level	Rimini Street Initial Response Commitment	Client Communications Update Commitment*
Critical Issue	Priority 1	15 Elapsed Minutes	Every 2 Elapsed Hours
Serious Issue	Priority 2	30 Elapsed Minutes	Every 4 Business Hours
Standard Issue	Priority 3	1 Business Day	Every 5 Business Days
Q&A	Priority 4	1 Business Day	As appropriate

*If resolution of an Issue is dependent upon some interim measure, such as developing a software patch, etc., an alternative communication update commitment may be defined and agreed upon with Client.

Table 2

Client Priority Level	Business Impact Guidelines
Priority 1	Issue where a supported Covered Product is completely unavailable to users or is working at a severely degraded capacity/performance level for multiple users that makes Covered Product unusable; or Issue has a major impact to external client/customer; or Issue is impacting revenue or time sensitive regulatory compliance AND no acceptable workaround exists.
Priority 2	Issue where a supported Covered Product's functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable workaround exists; or Issue where a Covered Product component is unavailable or is working at a severely degraded capacity/performance AND an acceptable workaround exists.
Priority 3	Issue where a single user is unable to use a Covered Product or a component of a Covered Product that is necessary for the user to perform their primary work activities; or Issue that is not critical is encountered with the Covered Product that leads to a minimal loss of functionality, capacity or performance; or A feature is unavailable where another can be readily used (i.e. routing to a different printer).
Priority 4	General request for information or "how to" (Q&A); or Report of event not causing impact to work operation or production.

5. Fees and Payment Schedule

A. Annual Support Fees. In consideration for Services provided pursuant to this PS SOW, Client agrees to pay Rimini Street fees ("**Annual Support Fees**") for each year the PS SOW remains in effect during the Support Period in accordance with the terms set forth herein as follows: for the period from the PS SOW Effective Date through June 30, 2018 (Year 1 of the Support Period), the Annual Support Fee shall be \$ 643,897.00 USD. Unless terminated pursuant to Section 3, for the period from July 1, 2018 through June 30, 2019 (Year 2 of the Support Period), the Annual Support Fee shall be \$ 663,214.00 USD, and the Annual Support Fee for Years 3 through 15 of the Support Period shall increase each Year by 3% over the fee for Services paid by Client for the immediately preceding contiguous Year.

Notwithstanding the foregoing, in the event that Client adds additional licensed products to the Covered Products listed in Schedule A or increases the license usage of any Covered Product beyond the "Maximum License Metric" listed in Schedule A for one or more Covered Products (whether or not such increased usage required Client to pay Oracle Corporation additional license fees), Client agrees to an equitable

adjustment of the Annual Support Fees to reflect 50% of the projected Covered Product support and maintenance fees that would have been paid by Client to Oracle for annual support services on the expanded license or expanded license usage of the Covered Products. Any such equitable adjustment of the Annual Support Fees shall also be subject to the annual percentage increase described in the first paragraph of this Section 5.A.

B. Payment Schedule. Annual Support Fees are due and payable by Client to Rimini Street according to the following agreed payment schedule (“**Payment Schedule**”):

Payment Schedule	Amount (USD)
Year 1 of the Support Period: Payment shall be due and payable on the PS SOW Effective Date	\$ 643,897.00
Subsequent Support Period Years: Payment shall be due and payable on or before the start date of the next subsequent Support Period Year	\$ As calculated per Section 5.A. above

A purchase order, if required by Client, shall be provided to Rimini Street immediately upon execution of this PS SOW and annually thereafter at least thirty (30) days prior to the start date of each subsequent Support Period Year, provided that Client’s failure to timely send a purchase order shall not prevent Rimini Street from invoicing Client or excuse any delay in payment by Client.

Client certifies that the Annual Support Fee for Year 1 of the Support Period (prior to any Rimini Street discounting for multi-year pre-payment) is no less than 50% of the total maintenance fees being charged by, and reflected in the most recent invoice(s) received from, the original software vendor (excluding all applicable taxes) for the Covered Products covering the period from July 1, 2016 to June 30, 2017 (“**Maintenance Invoices**”). Client further certifies that the Covered Products listed in Schedule A of this PS SOW, including but not limited to the license metrics and user counts of such products, are identical to those products covered by the Maintenance Invoices. For purposes of clarity, Client agrees that the Schedule A Covered Products do not, and shall not, have any additions to or omissions from the products covered in the Maintenance Invoices.

6. Additional Client Obligations

A. Final Testing of Fixes and Updates. Client is responsible for all final system testing to assure that Rimini Street provided fixes and updates perform as documented with the PeopleSoft System before moving said fixes and updates into any production environment.

B. Access to Software. Client acknowledges that Rimini Street may need, and Client therefore authorizes Rimini Street, to: (i) access, install, work with, configure, test, and possibly modify the Covered Products listed in Schedule A, which are used in the PeopleSoft Production Release (as well as the Target PeopleSoft Production Release for any upgrade project that Client undertakes), in order to render Services pursuant to this PS SOW; and (ii) access the Client Archive (if any, and if Client requests that Rimini Street access the Client Archive in providing Services under this PS SOW). Accordingly, Client shall provide Rimini Street with remote access to one or more non-production development and test environment(s), on servers owned, leased, or otherwise controlled by Client, that include the Covered Products and Client Archive, together with all license codes and other software required for their proper operation (each a “**Non-Production Environment**”). Each Non-Production Environment and remote access connectivity thereto must meet the technical guidelines provided by Rimini Street to Client.

C. Work Product License Usage. Notwithstanding anything to the contrary in the Agreement, Client may provide Client’s employees or a third party access to Rimini Street Work Product for the sole purpose of supporting the Covered Products listed in Schedule A in the event that Client chooses to terminate this PS SOW and undertake self-support or contract with a different service provider to provide support and maintenance services for the Covered Products listed in Schedule A. In such event,

Client shall bind such employee or third party to obligations of non-disclosure and restricted use which are no less stringent than those contained within this PS SOW and the Agreement.

D. Internal Client Support. Client is responsible for providing Help Desk Support and System Administration Support.

7. Additional Services Terms

The following additional terms apply to the Services described in Section 1:

- A. Definitions.** The following definitions are used throughout this PS SOW:
- I. **Client-Made Customized Code:** Changes or updates made by Client or Client's representatives to PeopleTools objects, COBOL objects, SQR, Crystal Reports, and Visual Basic (VB) subroutines called from PeopleTools that vary from the standard, unmodified, but fix-mastered code line delivered by Oracle in its fix-mastered Applications.
 - II. **Covered Products:** The individual product modules licensed to Client and set forth in Schedule A.
 - III. **Crystal Reports:** A software product that performs as a reporting tool, and is bundled and licensed by Oracle or SAP AG for use with PeopleSoft Systems. Crystal Reports is alternatively known as Seagate 9, Business Objects 10, and Business Objects Enterprise XI.
 - IV. **PeopleSoft Application:** An Oracle product whose definition, design, and operating characteristics are defined as on-line and batch code that is managed in PeopleTools or as a callout subroutine from PeopleTools and that can be altered using PeopleTools, SQR, Crystal Reports, Visual Basic (VB), or COBOL.
 - V. **PeopleSoft Production Release:** The PeopleSoft product release level of the Covered Products that Client is currently using in its live, production environment, as specified in Schedule A as the current release.
 - VI. **PeopleSoft System:** Includes the Client's PeopleSoft Technology Foundation and PeopleSoft Applications listed on Schedule A operating on the PeopleSoft Production Release.
 - VII. **PeopleSoft Technology Foundation:** Includes the group of PeopleSoft and third party products known as PeopleTools, application servers, web servers, and middleware products such as BEA Weblogic, IBM Websphere, and Oracle Fusion Middleware.
 - VIII. **RDBMS:** Relational Database Management System. Examples include DB2 or Informix, Sybase, Oracle, and SQL Server products by IBM, Sybase, Oracle, and Microsoft, respectively.
 - IX. **Rimini Street Supported Operating System:** An operating system and operating system release level supported by Oracle on or before Client terminates its Oracle Support Services Agreement, or subsequently agreed to be supported by Rimini Street for use with Client's PeopleSoft Production Release.
 - X. **Rimini Street Supported RDBMS Release:** An RDBMS and RDBMS release level supported by Oracle on or before Client terminates their Oracle Support Services Agreement, or subsequently agreed to be supported by Rimini Street for use with Client's PeopleSoft Production Release.
 - XI. **Issue:** An issue to be addressed pursuant to Table 1 in Section 4 that meets all of the following criteria: (i) found by Client in the PeopleSoft Technology Foundation, PeopleSoft

Applications, or Crystal Reports implementation, or in any updates and fixes provided to Client by Rimini Street, or by Oracle and obtained from Oracle by Client up through Client's Maintenance End Date; (ii) Client becomes aware of the issue during the Support Period and reports the issue to Rimini Street during the Support Period; and (iii) meets one of the four Priority Level criteria set forth on Table 2 of Section 4.

- XII. **Target PeopleSoft Production Release:** The PeopleSoft product release level(s) of the Covered Products that are: (a) generally available to Oracle customers prior to termination of Client's Oracle support services agreement for the Covered Products; (b) obtained by Client; and that (c) Client may desire to upgrade to as its next, live, production environment, as specified in Schedule A.
- XIII. **Help Desk Support:** Means first line, simple corrective assistance by one or more individuals or a third party organization designated and/or contracted by Client to be the first point of contact for Client's entire user population for Covered Products. Help Desk Support provides an initial front-line response to all Client user-reported cases, and resolves certain low-level user reported issues. Common issues to be resolved by Help Desk Support include general system information requests, Covered Product user administration (e.g. user setup and security), Client-specific operational procedures, hardware issues and infrastructure availability (e.g. LAN, web, Internet Service Provider, application, and database access), and similar activities.
- XIV. **System Administration Support:** Means in-depth technical and system administration support that includes technical troubleshooting, analysis and resolution options for the Covered Products. System Administration Support services are more advanced than those generally provided by Help Desk Support and typically staffed with product trained personnel experienced with the Covered Products. Issues with Covered Products reported by Client end users to Help Desk Support that are not fully resolved by Help Desk Support may be escalated to System Administration Support. System Administration Support may include assisting Help Desk Support with resolution of issues, independent System Administration Support diagnosis and resolution of more advanced issues, and/or installation and configuration of software workarounds, updates or fixes made available and provided by Rimini Street. Issues not able to be resolved by System Administration Support may be escalated to Rimini Street.
- XV. **Business Hour:** A single hour of time during the Rimini Street Business Hours specified in Schedule A, Monday through Friday.
- XVI. **Business Day:** Nine (9) Business Hours.
- XVII. **Elapsed Minutes:** Actual accrued time from a specific event (such as logging a case).

B. PeopleTools, Third Party Products, and Language Support. Rimini Street will provide support for PeopleSoft PeopleTools under this PS SOW. However, Client understands and acknowledges that Rimini Street is not able and will not provide any fixes or updates for the PeopleSoft PeopleTools product or any third party, non-PeopleSoft products used with, embedded, integrated, or bundled with the Covered Products since Client does not have rights to access or modify source code for these products. For purposes of example only, such third party products include, but are not limited to, operating systems, database systems, application servers, web servers, online and batch processing tools, reporting tools and analytic tools (such as Actuate, Oracle Hyperion, Oracle OBIEE, SAP Business Objects and Crystal Reports). The scope of this PS SOW expressly excludes support for any language objects other than for those listed for Covered Products in any Schedule A.

C. Installation Support. Rimini Street will remotely support Client with respect to initial, first-time installations and configurations of PeopleSoft products that Client was not using in production on or before the Support Period. Installation Support does not include project planning, advice, or

recommendations relating to the migration of RDBMS platforms or PeopleSoft Technology Foundation server and RDBMS server operating system platforms (e.g., Oracle to DB2 RDBMS or Windows 2000 to UNIX), nor installations of a new major release of PeopleSoft products performed as the first step in an upgrade project to a new production PeopleSoft major release (e.g., PeopleSoft 8.8 SP1 to PeopleSoft 9.1). Installation Support is subject to Client having a sufficient backup of the software installation, or a copy of the Covered Products with all necessary components, and making it available to Rimini Street for re-installation.

D. Interoperability Support. Interoperability Support will be remotely available to Client for its PeopleSoft System so long as the combination of products and platforms is supported and designed for compatible use in the PeopleSoft System and such combination of products and platforms has been fully tested for proper interoperability prior to production rollout and go-live. Client is fully responsible for any interoperability issues related to third-party products that are incompatible with, or that were not properly tested for proper operation with, Client's PeopleSoft System. Rimini Street will provide upon request, at an additional fee per request and with Client providing copies of all source and target software releases, interoperability testing for operating system and RDBMS release updates that have not been tested by Oracle for proper operation with the PeopleSoft System prior to the termination of Client's PeopleSoft Support Services Agreement.

E. Performance Tuning. Client is responsible for ensuring that adequate and reasonable functional, scalability, and regression testing have been completed in the development and test phases prior to production rollout and go-live. Performance tuning support includes recommendations and advice for configuration, deployment model, and parameter settings for the PeopleSoft Technology Foundation and PeopleSoft Applications.

F. Upgrade Support. Client is responsible for obtaining any Target PeopleSoft Production Release, as well as all related and available PeopleSoft upgrade deliverables that include upgrade script templates, patches, localizations, technical platforms, PeopleSoft Fix Bundles, PeopleSoft Hot Fixes, release notes, release documentation, upgrade documentation, or necessary license keys.

G. Upgrade Process Support. Client is responsible for actual upgrade project planning, resourcing, and execution.

H. Client-Made Customized Code Support. Client must make its Client-Made Customized Code and related customized documentation available to Rimini Street with reasonable lead time prior to the first support request by Client. Further, only customizations that have been implemented and coded using PeopleSoft Tools, SQR, Crystal Reports, MicroFocus COBOL, and VB/eScripting will be supported as part of this PS SOW, and said Client-Made Customized Code must have: (a) been tested and proven functionally stable in a development and/or test environment; (b) undergone reasonable, industry-standard functional, regression, and scalability testing prior to production rollout and go-live; and (c) worked successfully in production before an Issue arises.

I. Tax, Legal and Regulatory Support. Client must possess the most recent tax, legal and regulatory updates made available by Oracle for the PeopleSoft Production Release and any Target PeopleSoft Production Release before Client's Maintenance End Date ("Tax, Legal & Regulatory Foundation"). Rimini Street will build future tax, legal and regulatory updates starting from the Tax, Legal & Regulatory Foundation, provided that Rimini Street shall not be required to provide any such updates prior to Client's Maintenance End Date.

J. Twenty-First Century Dates. PeopleSoft designed two-digit year displays to resolve into four-digit years for storage and manipulation. Therefore, two-digit year displays in online panels or reports are not programming errors or considered an Issue in the context of this PS SOW.

J. **Additional Consulting.** Any services required by Client outside the defined Services in this PS SOW are expressly excluded from the scope of this PS SOW. Rimini Street will not perform out-of-scope services without Client's pre-approval. If Client desires Rimini Street to provide additional out-of-scope services, separate agreements in the form of an amendment to this PS SOW or an additional SOW will need to be executed by the Parties prior to Rimini Street performing such services.

K. **Trade Names.** The PeopleSoft name, PeopleSoft product names, and PeopleSoft release names are trademarks of Oracle Corporation. All other names and product names are the property of their respective owners.

8. Client Contacts

Primary Contact	Billing Contact	Shipping Contact
Name: Gil Cancel	Name: Same as Primary	Name: Same as Primary
Address1: 3450 Fourteenth Street	Address1:	Address1:
Address2:	Address2:	Address2:
City, St, Zip: Riverside, California 92501	City, St, Zip:	City, St, Zip:
Phone: (951) 955-8187	Phone:	Phone:
Email: GCancel@rivco.org	Email:	Email:

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

For Client:

Authorized Signature

JOHN TAVAGLIONE

Printed Name

Chairman, Board of Supervisors

Title

MAY 09 2017
Date

For Rimini Street, Inc.

Authorized Signature

Seth A Ravin

Printed Name

CEO

Title

April 21, 2017
Date

FORM APPROVED COUNTY COUNSEL
BY: **NEAL R. KIPNIS** DATE **4/22/17**

ATTEST:

KECIA HARPER-JHEM, Clerk

By **[Signature]**
DEPUTY

Schedule A – Instance #1 to Statement of Work No. 1

Data Center Location(s):	Riverside, California
Client Support Team Location(s):	Riverside, California
Support to be provided in the following Language(s):	English
Client Support Team Business Hours/Time Zone:	7:00 a.m. – 5:00 p.m., Pacific Time
Rimini Street Business Hours/Time Zone:	8:00 a.m. – 5:00 p.m., Pacific Time
Responsibility for Maintaining and Supporting Interfaces:	Client and Rimini Street
Production Instances Supported:	One (1)
DBMS Hardware Platform, OS, and RDBMS:	Exadata & Exalogic, Oracle Linux, Oracle DB
Oracle Maintenance End Date:	June 30, 2017

Geographies Supported: United States (Note: Subject to Client possessing geography materials for each geography supported for a Covered Product. Additional geographies may be added after the PS SOW Effective Date at Client's discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new geography additions at least 90 days in advance of Client's desired go-live date with each geography addition.)

Panel Languages Supported: English (Note: Subject to Client possessing panel language materials for each panel language supported for a Covered Product. Additional panel languages may be added after the PS SOW Effective Date at Client's discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new panel language additions at least 90 days in advance of Client's desired go-live date with each panel language addition.)

Report Languages Supported: English (Note: Subject to Client possessing report language materials for each report language supported for a Covered Product. Additional report languages may be added after the PS SOW Effective Date at Client's discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new report language additions at least 90 days in advance of Client's desired go-live date with each report language addition.)

Applications Data: EPM

Covered Products

PeopleSoft Module	CSI No.	Current Release and Patch Level	Future Target Release(s) and Minimum Patch Level(s)	Tax, Legal & Regulatory Updates?	Applicable Tax & Regulatory Jurisdiction	Maximum License Metric	Notes
PeopleSoft Enterprise Budgets For Public Sector - Reported Budget Perpetual - Full Use	14501972	9.1	Latest Available on PS SOW Effective Date ("LAOED")	No	Not Applicable	2380 Users	
PeopleSoft Enterprise Budgets For Public Sector - Reported Budget Perpetual - USER	14501972	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Project Costing For Public Sector - Reported Budget Perpetual - Full Use	14501972	9.1	LAOED	No	Not Applicable	2380 Users	
PeopleSoft Enterprise UPK - Planning & Budgeting 14482359	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleTools	14501972	8.54	LAOED	No	Not Applicable		

Schedule A – Instance #2 to Statement of Work No. 1

Data Center Location(s):	Riverside, California
Client Support Team Location(s):	Riverside, California
Support to be provided in the following Language(s):	English
Client Support Team Business Hours/Time Zone:	7:00 a.m. – 5:00 p.m., Pacific Time
Rimini Street Business Hours/Time Zone:	8:00 a.m. – 5:00 p.m., Pacific Time
Responsibility for Maintaining and Supporting Interfaces:	Client and Rimini Street
Production Instances Supported:	One (1)
DBMS Hardware Platform, OS, and RDBMS:	Exadata & Exalogic, Oracle Linux, Oracle DB
Oracle Maintenance End Date:	June 30, 2017

Geographies Supported: United States (Note: Subject to Client possessing geography materials for each geography supported for a Covered Product. Additional geographies may be added after the PS SOW Effective Date at Client's discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new geography additions at least 90 days in advance of Client's desired go-live date with each geography addition.)

Panel Languages Supported: English (Note: Subject to Client possessing panel language materials for each panel language supported for a Covered Product. Additional panel languages may be added after the PS SOW Effective Date at Client's discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new panel language additions at least 90 days in advance of Client's desired go-live date with each panel language addition.)

Report Languages Supported: English (Note: Subject to Client possessing report language materials for each report language supported for a Covered Product. Additional report languages may be added after the PS SOW Effective Date at Client's discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new report language additions at least 90 days in advance of Client's desired go-live date with each report language addition.)

Applications Data: FSCM

Covered Products

PeopleSoft Module	CSI No.	Current Release and Patch Level	Future Target Release(s) and Minimum Patch Level(s)	Tax, Legal & Regulatory Updates?	Applicable Tax & Regulatory Jurisdiction	Maximum License Metric	Notes
Oracle User Productivity Kit Professional - UPK Developer Perpetual - FULL USE	19283460	9.1	Latest Available on PS SOW Effective Date ('LAOED')	No	Not Applicable	3 Users	
PeopleSoft Enterprise Accounts Payable For The Public Sector - Reported Budget Perpetual - Full Use	14501972	9.1	LAOED	Yes	United States	2380 Users	US IRS Form 1099 Updates
PeopleSoft Enterprise Accounts Payable For The Public Sector - Reported Budget Perpetual - USER	14501972	9.1	LAOED	Yes	United States	1 User	US IRS Form 1099 Updates
PeopleSoft Enterprise Accts Receivable For The Public Sector - Reported Budget perpetual - Full Use	14501972	9.1	LAOED	No	Not Applicable	2380 Users	
PeopleSoft Enterprise Accts Receivable For The Public Sector - Reported Budget Perpetual -USER	14501972	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Asset Management For Public Sector - Reported Budget Perpetual - Full Use	14501972	9.1	LAOED	Yes	United States	2380 Users	US Federal Depreciation Updates
PeopleSoft Enterprise Asset Management For Public Sector - Reported Budget Perpetual - USER	14501972	9.1	LAOED	Yes	United States	1 User	US Federal Depreciation Updates
PeopleSoft Enterprise Billing For Public Sector - Reported Budget Perpetual - Full Use	14501972	9.1	LAOED	No	Not Applicable	2380 Users	
PeopleSoft Enterprise Billing For Public Sector - Reported Budget Perpetual - USER	14501972	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Contracts - Reported Budget Perpetual - Full Use	15792409	9.1	LAOED	No	Not Applicable	2,618 Users	
PeopleSoft Enterprise Contracts - Reported Budget Perpetual - FULL USE	14574661	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Contracts - Reported Budget Perpetual - FULL USE	15792409	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise General Ledger For The Public Sector- Reported Budget Perpetual - Full Use	14501972	9.1	LAOED	No	Not Applicable	2380 Users	

PeopleSoft Enterprise General Ledger For The Public Sector - Reported Budget Perpetual - USER	14501972	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Inventory For Public Sector - Reported Budget Perpetual - Full Use	14501972	9.1	LAOED	No	Not Applicable	2380 Users	
PeopleSoft Enterprise Inventory For Public Sector - Reported Budget Perpetual - USER	14501972	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Project Costing For Public Sector - Reported Budget Perpetual - USER	14501972	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Purchasing For Public Sector - Reported Budget Perpetual - Full Use	14501972	9.1	LAOED	No	Not Applicable	2380 Users	
PeopleSoft Enterprise Purchasing For Public Sector - Reported Budget Perpetual - USER	14501972	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise UPK - Billing	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise UPK - Contracts	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise UPK - Fndmnts for Fscm	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise UPK - General Ledger	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise UPK - Grants Management	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise UPK - Inventory 14482359	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise UPK - Payables 14482359	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise UPK - Project Costing 14482359	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise UPK - Purchasing 14482359	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise UPK - Receivables 14482359	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise UPK - Tools for Fscm 14482359	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise UPK - Asset Mngmt	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft UPK - Developer 14482359	14482359	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft UPK Developer - FULL USE	14839958	9.1	LAOED	No	Not Applicable	1 User	
PeopleSoft UPK Developer - Named Users Perpetual - FULL USE	14839958	9.1	LAOED	No	Not Applicable	1 User	
PeopleTools	14482359	8.54	LAOED	No	Not Applicable		

Schedule A – Instance #3 to Statement of Work No. 1

Data Center Location(s):	Riverside, California
Client Support Team Location(s):	Riverside, California
Support to be provided in the following Language(s):	English
Client Support Team Business Hours/Time Zone:	7:00 a.m. – 5:00 p.m., Pacific Time
Rimini Street Business Hours/Time Zone:	8:00 a.m. – 5:00 p.m., Pacific Time
Responsibility for Maintaining and Supporting Interfaces:	Client and Rimini Street
Production Instances Supported:	One (1)
DBMS Hardware Platform, OS, and RDBMS:	Exadata & Exalogic, Oracle Linux, Oracle DB
Oracle Maintenance End Date:	June 30, 2017

Geographies Supported: United States (Note: Subject to Client possessing geography materials for each geography supported for a Covered Product. Additional geographies may be added after the PS SOW Effective Date at Client's discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new geography additions at least 90 days in advance of Client's desired go-live date with each geography addition.)

Panel Languages Supported: English (Note: Subject to Client possessing panel language materials for each panel language supported for a Covered Product. Additional panel languages may be added after the PS SOW Effective Date at Client's discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new panel language additions at least 90 days in advance of Client's desired go-live date with each panel language addition.)

Report Languages Supported: English (Note: Subject to Client possessing report language materials for each report language supported for a Covered Product. Additional report languages may be added after the PS SOW Effective Date at Client's discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new report language additions at least 90 days in advance of Client's desired go-live date with each report language addition.)

Applications Data: HCM

Covered Products

PeopleSoft Module	CSI No.	Current Release and Patch Level	Future Target Release(s) and Minimum Patch Level(s)	Tax, Legal & Regulatory Updates?	Applicable Tax & Regulatory Jurisdiction	Maximum License Metric	Notes
PeopleSoft Enterprise Benefits Admin. For Public Sector - Reported Budget Perpetual - USER	14501972	9.0	Latest Available on PS SOW Effective Date ("LAOED")	No	Not Applicable	1 User	
PeopleSoft Enterprise Benefits Administration - Employee Count Perpetual - FULL USE	15753044	9.0	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Ebenefits - Employee Count Perpetual	14501973	9.0	LAOED	No	Not Applicable	15500 Employee Count	
PeopleSoft Enterprise Human Resources For Public Sector - Reported Budget Perpetual - USER	14501972	9.0	LAOED	Yes	United States	1 User	US Federal Forms
PeopleSoft Enterprise Human Resources - Employee Count Perpetual - FULL USE	15753044	9.0	LAOED	Yes	United States	1 User	US Federal Forms
PeopleSoft Enterprise Payroll For Public Sector - Reported Budget Perpetual	14501972	9.0	LAOED	Yes	United States	2,380,000,000 Reported Budget \$	US Federal + 50 States; Specify year and schedule (A-F) first update required, ie. 1 st Required Update: Oracle 2017-C
PeopleSoft Enterprise Payroll For Public Sector - Reported Budget Perpetual - USER	14501972	9.0	LAOED	Yes	United States	1 User	US Federal + 50 States; Specify year and schedule (A-F) first update required, ie. 1 st Required Update: Oracle 2017-C
PeopleSoft Enterprise Payroll For North America - Employee Count Perpetual - FULL USE	15753044	9.0	LAOED	Yes	United States	1 User	US Federal + 50 States; Specify year and schedule (A-F) first update required, ie. 1 st Required Update: Oracle 2017-C

PeopleSoft Enterprise Time And Labor For Public Sector - Reported Budget Perpetual - USER	14501972	9.0	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Time And Labor - Employee Count Perpetual - FULL USE	15753044	9.0	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Talent Acquisition Manager - Employee Count Perpetual - FULL USE	15444325	9.0	LAOED	No	Not Applicable	1,900 Employee Count	
PeopleSoft Enterprise Talent Acquisition Manager - Employee Count Perpetual - FULL USE	15444325	9.0	LAOED	No	Not Applicable	19000 Employee Count	
PeopleSoft Enterprise eCompensation - Employee Count Perpetual	14501973	9.0	LAOED	No	Not Applicable	15500 Employee Count	
PeopleSoft Enterprise eDevelopment - Employee Count Perpetual	14501973	9.0	LAOED	No	Not Applicable	15500 Employee Count	
PeopleSoft Enterprise Epay - Employee Count Perpetual	14501973	9.0	LAOED	No	Not Applicable	15500 Employee Count	
PeopleSoft Enterprise Eprofile - Employee Count Perpetual	14501973	9.0	LAOED	No	Not Applicable	15500 Employee Count	
PeopleSoft Enterprise Erecruit - Employee Count Perpetual	14501973	9.0	LAOED	No	Not Applicable	15,500 Employee Count	
PeopleSoft Enterprise UPK - Benefits Admin - FULL USE	14839958	9.0	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Upk - Ebenefits - Employee Count Perpetual - FULL USE	14839958	9.0	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Upk - Epay - Employee Count Perpetual - FULL USE	14839958	9.0	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Upk - Eprofile - Employee Count Perpetual - FULL USE	14839958	9.0	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Upk - Human Resources - FULL USE	14839958	9.0	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Upk - Payroll for N. Amer - FULL USE	14839958	9.0	LAOED	No	Not Applicable	1 User	
PeopleSoft Enterprise Upk - Time and Labor - Employee Count Perpetual - FULL USE	14839958	9.0	LAOED	No	Not Applicable	1 User	
Peopletools	14501973	8.53	LAOED	No	Not Applicable		



STEVE RENEKER
Chief Information Officer

DAVE ROGERS
Chief Technology Officer

MEMORANDUM

LOUIS RAJA ARUL DOSS, ACIO
Enterprise Applications Bureau
VEVA HARGUINDEGUY, ACIO
Converged Communications Bureau
JIM SMITH, ACIO
Technology Services Bureau

To: Board of Supervisors/Purchasing Agent
Via: RCIT, Procurement Contract Specialist
From: Steve Reneker, Chief Information Officer
Subject: Sole Source Procurement for Rimini Street, Inc.

Date: April 26, 2017

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Rimini Street, Inc.
2. **Vendor ID:** TBD
3. **Supply/Service being requested:**
Service support for the PeopleSoft System.
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market research conducted:**
There are no other third party suppliers that can provide support service for the PeopleSoft System.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**
Rimini Street has the experience and expertise to perform PeopleSoft system support services required by the county as most of their technical experts are the one that originally developed the software currently in use by county.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**
This service will help the county maintain business operation, reduce time in troubleshooting, improve efficiencies, and reduction in operational cost.
7. **Period of Performance: From May 9, 2017 to June 30, 2022 (total number of years)**
Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes
8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's**

authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Total
One-time Costs:						
None	0	0	0	0	0	0
Ongoing Costs:						
PeopleSoft support services	\$643,897	\$663,214	\$683,111	\$703,604	\$724,712	\$3,418,538
Total Costs						\$3,418,538

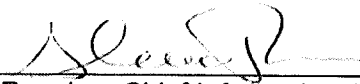
9. Price Reasonableness:

RCIT negotiated with Rimini Street for a 50% discount from what the current vendor is charging the county. This discount pricing is in line with organizations of similar size and usage as the County of Riverside. Rimini Street is the only provider with the expertise and experience to support the county system at 50% the cost of what the manufacturer charged the county. Rimini Street has helped more than 1,750 companies, including over 150 of the Fortune 500. These companies enjoy higher levels of support for Oracle® and SAP® software, save up to 50% on their total maintenance costs, and free up funds that can be used to drive innovation.

10. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain)?

This is a five-year maintenance/support service agreement that can be terminated with a 60 days written notice to terminate.

11. Projected Board of Supervisor Date (if applicable): May 9, 2017


 Steve Reneker, Chief Information Officer April 25, 2017
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 724,712

One time

Annual Amount through 6/30/22



4/27/17

17-230

Purchasing Agent

Date

Approval Number

(Reference of Purchasing Documents)

List Attachments:

1. Agreement with Rimini Street
2. Form 11