

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



ITEM: 3.37
(ID # 27703)

MEETING DATE:

Tuesday, May 06, 2025

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve the Ordering Document No. CPQ-3871933-1 for the one-time payment of the annual Incremental Licenses Fees (ILF) to Oracle America, Inc., for the total amount of \$294,434, All Districts. [Total Aggregate Cost \$294,434; RCIT Budget – 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Ordering Document No. CPQ-3871933-1 for the one-time payment of the annual Incremental Licenses Fees (ILF) to Oracle America, Inc., for the total amount \$294,434, authorize the Chair of the Board to execute three copies of the same on behalf of the County;
2. Authorize the Purchasing Agent to issue Purchase Orders for the ILF fees directly to Oracle America, Inc., that do not exceed the BOS approved amount; and
3. Direct the Clerk of the Board to retain one (1) copy of the Ordering Document No. CPQ-3871933-1 and return two (2) copies to RCIT for distribution.


ACTION:Policy


Jim Smith, Chief Information Officer 4/18/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 6, 2025
xc: RCIT

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 294,434	\$ 0	\$ 294,434	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Budget – 100%			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is to approve and authorize the payment of Oracle Incremental Licenses Fees (ILF) [Triggers] in the amount of \$294,434. Oracle Master Agreement US-OMA-FEC-80364680 (and all amendments and addenda thereto) requires RCIT to submit the County's adopted budget and employee count, which is used to calculate whether additional PeopleSoft software licenses and maintenance are needed. For this fiscal year, an increase in the budgeted amounts and employee count resulted in additional fees payable to Oracle. Approval of this request will ensure that the County complies with Oracle's licensing terms and provides the necessary support to maintain secure and reliable applications.

The PeopleSoft Human Capital Management (HCM) and Financials (FIN) systems are vital to Riverside County's operations. They are relied upon for general ledger, accounts payable, accounts receivable, billing, contract management, asset management, project costing, inventory, purchasing, human resources, payroll, and employee benefits. The ability to procure goods and services and pay employees and vendors is critical to the County's operations in delivering services to residents and businesses.

Additional Fiscal Information

RCIT will pay the costs through the enterprise rate charged to county departments.

The table below details the breakdown of the trigger ILF:

Contract	# of Triggers or Bases	Incremental Fees	Expansion Costs	Support Fee	Total Cost
PEOPLESOFT 1999 - Reported Budget	0	\$ 125,600.00	\$ 0.00	\$ 0.00	\$ 0.00
PEOPLESOFT 1999 - Employee Count	1	\$ 100,000.00	\$100,000.00	\$ 24,350.69	\$124,350.69
PEOPLESOFT 2005 - Reported Budget	3	\$ 40,568.00	\$121,704.00	\$ 29,635.77	\$151,339.77
PEOPLESOFT 2007 - Employee Count	1	\$ 18,743.50	\$ 18,743.50	\$ 0.00	\$ 18,743.50
PEOPLESOFT 2022 - Annual Budget	0	\$ 133,824.48	\$ 0.00	\$ 0.00	\$ 0.00
TOTALS			\$240,447.50	\$ 53,986.46	\$294,433.96

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Impact on Residents and Businesses

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

Contract History and Price Reasonableness

The County of Riverside maintains four contracts (1999, 2005, 2007, and 2022) with Oracle. The baseline for these agreements, referred to as the "Base", is defined by the County's budget and employee count when the contracts were signed. If the County's budget or employee count exceeds this Base, Incremental License Fees (ILFs) are applied to cover the overages. Each instance of exceeding the Base triggers an expansion, and the associated costs are calculated by multiplying the ILF by the number of triggers. These expansion costs vary annually based on changes in the County's budget and staffing levels. Additionally, support fees for the extra licenses are charged at 20% to 24% of the license cost, consistent with industry standards and the contract terms.

ATTACHMENTS:

- A. Oracle Ordering Document # CPQ-3871933-1


Melissa Curtis, Deputy Director of Purchasing and Fleet

4/22/2025


Alonzo Barrera, Principal Management Analyst

4/24/2025


Sarah Franco, Assistant County Executive Officer

4/30/2025


Aaron Gettis, Chief of Deputy County Counsel

4/24/2025



ORDERING DOCUMENT

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

Name	County of Riverside	Contact	Martin Perez
Address	Information Technology 3450 14th Street Riverside CA 92501	Phone Number	+1 (951) 358-3946
		Email Address	martinperez@rivco.org

Programs and Program-Related Service Offerings				
Item	Part Number	Description / License Type	Quantity	Net Fee
1.0	L11885	PeopleSoft Enterprise Contracts - Reported Budget Perpetual	7140	121,704.00
1.1		Software Update License & Support - First Year 23-May-2025 - 22-May-2026		26,774.88
1.2		Software Update License & Support - Second Year (39 Days) 23-May-2026 - 30-Jun-2026		2,860.88
2.0	L12171	PeopleSoft Enterprise Benefits Administration - Employee Count Perpetual	2400	23,336.83
2.1		Software Update License & Support - First Year 23-May-2025 - 22-May-2026		5,134.10
2.2		Software Update License & Support - Second Year (39 Days) 23-May-2026 - 30-Jun-2026		548.58
3.0	L12510	(*) PeopleSoft Enterprise Talent Acquisition Manager - Employee Count Perpetual	1900	18,743.50
4.0	L12552	PeopleSoft Enterprise Time And Labor - Employee Count Perpetual	2400	23,336.83
4.1		Software Update License & Support - First Year 23-May-2025 - 22-May-2026		5,134.10
4.2		Software Update License & Support - Second Year (39 Days) 23-May-2026 - 30-Jun-2026		548.58
5.0	L12555	PeopleSoft Enterprise Human Resources For Public Sector - Employee Count Perpetual	2400	26,663.17
5.1		Software Update License & Support - First Year 23-May-2025 - 22-May-2026		5,865.90
5.2		Software Update License & Support - Second Year (39 Days) 23-May-2026 - 30-Jun-2026		626.77

Programs and Program-Related Service Offerings				
Item	Part Number	Description / License Type	Quantity	Net Fee
6.0	L12719	PeopleSoft Enterprise Payroll For Public Sector - Employee Count Perpetual	2400	26,663.17
6.1		Software Update License & Support - First Year 23-May-2025 - 22-May-2026		5,865.90
6.2		Software Update License & Support - Second Year (39 Days) 23-May-2026 - 30-Jun-2026		626.77
Program-Related Technical Support Fees				53,986.46
Total Programs and Program-Related Service Offerings Fees				294,433.96

Fee Description	Net Fee
Program Fees	240,447.50
Program-Related Service Offering Fees	53,986.46
Total Fees	294,433.96

A. Agreement and Modifications to the Agreement

1. Agreement

a. This order incorporates by reference the terms of the Oracle Master Agreement US-OMA-FEC-80364680 and all amendments and addenda thereto (the "Master Agreement"). The defined terms in the Master Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Applicable Schedule(s)

a. Programs and Program-Related Service Offerings are governed by Schedule P - Program.

3. Master Agreement Modifications - for this order only

a. Technical Support Services

The following shall be added as new paragraphs at the end of Section 3.1 (Technical Support Services) of the Agreement:

"Technical support consists of Oracle's annual technical support services You may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this order and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program."

B. General Terms

1. Summary of Fees

a. You have ordered Hardware and/or Programs and 404 days days of technical support services except the products marked with (*) are de-supported as described.

b. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars.

c. Technical support fees are invoiced Quarterly in Arrears.

2. Technical Support

a. You have ordered and committed to pay for more than twelve months of Oracle Software Support (the "Initial Oracle Software Support Period"). The annual Oracle Software Support fee is based upon twelve months of Oracle Software Support and is equal to 48,774.88 US Dollars (the "Annual Oracle Software Support Fee"). For purposes of determining the Oracle Software Support renewal fee for the first renewal year after the Initial Oracle Software Support Period, the renewal fee will be based on the Annual Oracle Software Support Fee and will not increase by more than 10% over the Annual Oracle Software Support Fee provided that you renew the same Oracle Software Support for the same number of licenses for the same Programs under this order. This contractual cap for technical support fees does not apply to services specifically excluded from cap protection in the Oracle Software Technical Support Policies.

3. Commencement Date

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

4. Territory

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

5. Delivery and Installation

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

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

Provided that You have continuously maintained technical support for the Programs for the licensed quantities listed in the Programs and Program-Related Service Offerings section of this order, Oracle will make available to You for electronic download the updates provided under technical support to the Programs listed above.

Should You require a replacement copy of the software or Program Documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the Program Documentation.

You acknowledge and agree that (a) as of the effective date of this order, You have not received any tangible media for the Programs listed in the Programs and Program-Related Service Offerings section of this order, (b) any rights to receive tangible media granted under the Master Agreement shall not be applicable to or provided for the Programs listed in the Programs and Program-Related Service Offerings section of this order or for any updates to these Programs, (c) You have requested to receive via electronic delivery all updates for the Programs listed in the Programs and Program-Related Service Offerings section of this order that are provided by Oracle under Oracle's technical support services, and (d) You are solely responsible for ensuring that You do not order tangible media from Oracle for the Programs which You receive via electronic delivery or for any updates to these Programs.

In the event that You order updates for delivery via tangible media shipment (e.g., shipment of CD Pack(s)), sales taxes and interest may be due, and You agree to reimburse Oracle for any applicable sales taxes and interest (the interest rate used will be the applicable state's rate on sales tax underpayments) related to acquisition of such updates (as specified in the Master Agreement).

6. Effective Date

a. The effective date of this order is 23-MAY-2025.

7. Pricing Invoicing and Payment Obligation

a. Provided that You comply with the delivery terms in the Delivery and Installation section of this order, in those jurisdictions that exempt from sales or use taxes electronically downloaded software, Oracle will not invoice You for those taxes based on the net license fees and net technical support fees for the Programs listed in the Programs and Program-Related Service Offerings section of this order delivered via electronic download and for all updates to these Programs delivered via electronic download.

8. Fees

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

9. Order of Precedence

a. In the event of inconsistencies between the terms contained in this order and the Master Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

10. Offer Validity

a. This order is valid through 23-May-2025, and shall become binding upon execution by You and acceptance by Oracle.

11. Linking Language

You acknowledge and agree that the terms and conditions of this document are contingent upon the simultaneous execution of the document(s) with the footer(s) License_Ordering Document Amendment_v042518_US_ENG between the parties (the "Contingent Document(s)"). If the parties do not simultaneously execute the Contingent Documents with this document, then this document shall be deemed to have no legal effect, even if executed.

12. Segmentation

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

13. Trial Programs

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

14. Source Code

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

C. Other

1. Order Placed Pursuant to Expansion Pricing

a. The Program licenses listed herein with the license types Enterprise Employee Perpetual are ordered and subject to the applicable fees and terms of the order between You and Oracle dated 21-DEC-1999. As of the effective date of this order, the end user's actual Enterprise Employee Perpetual is greater than or equal to 20,300. The Summary Expansion Exhibit lists the Program licenses acquired prior to the effective date, the Program licenses acquired under this order and the total number of Program licenses acquired to date. You acknowledge and agree that the rights granted herein shall only be applicable for the end user specified herein. You shall ensure that the order between you and the end user includes the following terms:

Summary

Program Description	License Type	Number of Program Licenses Acquired Prior to Effective Date	Number of Program Licenses Acquired Herein if ordered directly from Oracle	Total Number of Program Licenses Acquired as of the Effective Date (Under This Ordering Document)
PeopleSoft Enterprise Benefits Administration PeopleSoft Enterprise Time And Labor PeopleSoft Enterprise Human Resources For Public Sector PeopleSoft Enterprise Payroll For Public Sector	Employee Count Perpetual	20,300	2,400	22,700

b. The Program licenses listed herein with the license types Reported Budget Perpetual are ordered and subject to the applicable fees and terms of the order between You and Oracle dated 14-JUL-2005. As of the effective date of this order, the end user's actual Reported Budget Perpetual is greater than or equal to 6,188,000,000. The Summary Expansion Exhibit lists the Program licenses acquired prior to the effective date, the Program licenses acquired under this order and the total number of Program licenses acquired to date. You acknowledge and agree that the rights granted herein shall only be applicable for the end user specified herein. You shall ensure that the order between you and the end user includes the following terms:

Summary

Program Description	License Type	Number of Program Licenses Acquired Prior to Effective Date	Number of Program Licenses Acquired Herein if ordered directly from Oracle	Total Number of Program Licenses Acquired as of the Effective Date (Under This Ordering Document)
PeopleSoft Enterprise Contracts	Reported Budget Perpetual	6,188,000,000	714,000,000	6,902,000,000

c. The Program licenses listed herein with the license types Employee Count Perpetual are ordered and subject to the applicable fees and terms of the order between You and Oracle dated 04-DEC-2007. As of the effective date of this order, the end user's actual Employee Count Perpetual is greater than or equal to 22,800. The Summary Expansion Exhibit lists the Program licenses acquired prior to the effective date, the Program licenses acquired under this order and the total number of Program licenses acquired to date. You acknowledge and agree that the rights granted herein shall only be applicable for the end user specified herein. You shall ensure that the order between you and the end user includes the following terms:

Summary

Program Description	License Type	Number of Program Licenses Acquired Prior to Effective Date	Number of Program Licenses Acquired Herein if ordered directly from Oracle	Total Number of Program Licenses Acquired as of the Effective Date (Under This Ordering Document)
PeopleSoft Enterprise Talent Acquisition Manager	Employee Count Perpetual	22,800	1,900	24,700

2. Quantity Clarification

For items 1.0 in this order, the quantity listed is per 100,000. For example, an item with a quantity listed of "2" is equal to 200,000 and an item with a quantity listed of "195" is equal to 19.5 million.

County of Riverside	Oracle America, Inc.	Signed by:
Signature <u></u>	Signature <u></u>	
Name <u>V. MANUEL PEREZ</u>	Name <u>Lynn Wietlispach</u>	
Title <u>CHAIR, BOARD OF SUPERVISORS</u>	Title <u>Manager, Americas SSC</u>	
Signature Date <u>MAY 06 2025</u>	Signature Date <u>23-Apr-2025 10:52 AM PDT</u>	

FORM APPROVED COUNTY COUNSEL BILL TO / SHIP TO INFORMATION

BY:  DATE 4-23-2025

Bill To		Ship To	
Customer Name	County of Riverside	Customer Name	County of Riverside
Customer Address	Information Technology 3450 14th Street Riverside CA 92501	Customer Address	Information Technology 3450 14th Street Riverside CA 92501
Contact Name	Martin Perez	Contact Name	Martin Perez
Contact Phone	+1 (951) 358-3946	Contact Phone	+1 (951) 358-3946
Contact Email	martinperez@rivco.org	Contact Email	martinperez@rivco.org

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY