

PASSED

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 02-3-13-9

IN THE MATTER OF APPROVING THE
AMENDMENT TO THE SOFTWARE
LICENSE AND SERVICES AGREEMENT
BETWEEN LANE COUNTY, OR; CITY OF
SPRINGFIELD, OR; CITY OF EUGENE, OR
AND PEOPLESOFT USA, INC. – PRE-
PAYMENT OF TRAINING UNITS – TOTAL
AMENDMENT \$67,875.00

WHEREAS, the County, in conjunction with the Cities of Eugene and Springfield has established PeopleSoft as the vendor/application of choice to fill Human Resource and Finance needs; and

WHEREAS, continuation of these services are critical to the operations of the County to successfully upgrade and support the core systems in the new technology; and

WHEREAS, Lane County would like to partner with the City of Eugene and the City of Springfield to purchase training units from PeopleSoft at a price discounted from \$525 to \$375 per training unit and eliminate travel expenses by scheduling instructor-led training sessions locally.

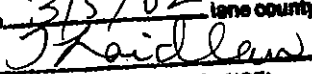
IT IS ORDERED that the BCC approves execution of the amendment to the Peoplesoft Software License and Services Agreement and delegates authority to the County Administrator to execute the amendment, Attachment "2", with PeopleSoft USA, Inc., for the amount of \$67,875.00, to cover the cost of one hundred eighty one (181) pre-paid training units for Lane County.

DATED this 13th day of March, 2002.



Chair, Board of County Commissioners

IN THE MATTER OF APPROVING THE AMDENDMENT TO THE SOFTWARE LICENSE
AND SERVICES AGREEMENT BETWEEN LANE COUNTY, OR; CITY OF
SPRINGFIELD, OR; AND THE CITY OF EUGENE, OR AND PEOPLESOFT, USA, INC. –
PRE-PAYMENT OF TRAINING UNITS – TOTAL AMENDMENT \$67,875.00

APPROVED AS TO FORM
Date 3/5/02 lane county


OFFICE OF LEGAL COUNSEL



**AMENDMENT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN
LANE COUNTY, OREGON; CITY OF SPRINGFIELD, OREGON; AND THE CITY OF EUGENE, OREGON
AND PEOPLESFT USA, INC.**

THIS Amendment to the Software License and Services Agreement ("**Amendment**") is made and entered into on _____, 2002 ("**Amendment Effective Date**") by and between PeopleSoft USA, Inc. ("**PeopleSoft**") and Lane County, Oregon; City of Springfield, Oregon; and City of Eugene, Oregon (collectively the "**Licensee**").

WITNESSETH:

THAT, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Amendment, intending to be legally bound, hereby agree that the Software License and Services Agreement between Lane County, Oregon and PeopleSoft dated June 23, 1997 (of which Lane County, Oregon; City of Springfield, Oregon; and City of Eugene, Oregon are legally bound ("**Agreement**") is amended to provide as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meaning as those used in the Agreement.
2. **Pre-Payment of Training Units.** Licensee agrees to pre-pay for the number of Training Units acquired pursuant to this Amendment in the amount set forth in the section herein entitled "Payment Terms". Licensee has elected to purchase 591 Training Units at the rate of \$375 per unit. PeopleSoft shall provide Licensee with the number of training units set forth in the table below for use at a PeopleSoft training facility. Licensee may use training units for training at Licensee's site only as the parties mutually agree in writing. Lane County, Oregon and the City of Springfield, Oregon must use the training units within one (1) year from the Amendment Effective Date. In consideration for the purchase of at least three hundred (300) training units the City of Eugene, Oregon must use the training units within two (2) years from the Amendment Effective Date. Unused training units are non-returnable and cannot be used as a credit toward any future license or service. The number of training units required for each registrant to attend a particular class will be the units listed in the PeopleSoft Training Administrator's Guide and Course Curriculum guide in effect at the time the registrant registers for the class.

Agency	Number of Training Units	PeopleSoft Project ID's (Training Units split evenly in the event of multiple Project ID's)	PeopleSoft Customer ID #
Lane County, Oregon	181	0000009303 (HRMS Training)	2911
City of Springfield, Oregon	110	0000009343 (Financials Training)	2917
City of Eugene, Oregon	300	0000100717 (Financials Training) 0000126527 (HRMS Training)	3082
TOTAL	591		

3. **Payment Terms:** Licensee shall pay, or cause a third party to pay, PeopleSoft one hundred percent (100%) of the Training Unit Fees equal to **\$221,625.00** on or before that date which is thirty (30) calendar days after the Amendment Effective Date. The parties agree PeopleSoft shall generate only one invoice for the entire amount owed to PeopleSoft for the training units with such invoice being delivered to the City of Eugene, Oregon at the address stated below. Wherefore, the Licensee shall be responsible for obtaining such funds for payment of the Training Units from each separate agency in accordance with its own internal procedures. Licensee acknowledges that it is ultimately responsible for the payment of the fees stated herein and shall not enter into this Amendment unless fees have been encumbered for the payment of such fees. Unless explicitly stated in this Schedule, all fees specified herein are non-cancelable, non-refundable and non-contingent. All fees are payable in U.S. dollars and shall be sent to the attention of PeopleSoft's Accounts Receivable Department.



BILLING INFORMATION
Ms. Sharon Amasha, Corporate Software Manager
City of Eugene
61 West 8 th Avenue, Information Systems Division
Eugene, OR 97401
Phone: 541/682-5833
Fax:
email:

4. **Expiration of Offer:** The offer set forth in this Amendment is valid only through March 15, 2002, and if this Amendment is not executed by such date, the offer is rescinded, and all terms are null and void.

5. **Conflict.** In the event of any conflicts or inconsistencies between the provisions of this Amendment and the Agreement and/or any addenda thereto, the provisions of this Amendment shall prevail. The remainder of the Agreement shall remain in full force and effect, unamended.

Accepted and Agreed to:
LANE COUNTY, OREGON

*William A. Vactor**

Authorized Signature

William Van Vactor

Printed Name and Title

CITY OF SPRINGFIELD, OREGON

Authorized Signature

Printed Name and Title

CITY OF EUGENE, OREGON

RK James R. Carlson

Authorized Signature

James Carlson, Asst. City Manager

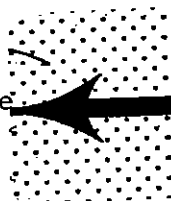
Printed Name and Title

PEOPLESFT USA, INC.

Authorized Signature

Printed Name and Title

* Signed subject to ratification by the Board of County Commissioners on or before March 13, 2002.



APPROVED AS TO FORM

Date 2/21/02 Lane County

David Prullen
OFFICE OF THE CLERK

Purchase Order

LANE COUNTY
PURCHASING
 3040 DELTA HIGHWAY
 EUGENE OR 97408

CHANGE ORDER - REPRINT

Purchase Order	Date	Revision	Page
971079	12/16/1998	2 - 02/20/2002	1
Freight Terms			Ship Via
FOB-DIST FREIGHT PREPAY&ADD			BEST NA:

Vendor: 250277
PEOPLESOFT USA INC
 4440 ROSEWOOD DRIVE
 PLEASANTON CA 94588

Ship To: **MANAGEMENT SERVICES ADMINISTRATION**
CHRISTINE MOODY
 641-682-4182
 125 EAST 8TH AVENUE
 EUGENE OR 97401-2974

Bill To: **MANAGEMENT SERVICES ADMINISTRATION**
CHRISTINE MOODY
 641-682-4182
 125 EAST 8TH AVENUE
 EUGENE OR 97401-2974

Tax Exempt? **N** Tax Exempt ID:

Line-SchdItem	Item ID	Description	Quantity	UOM	PO Price	Extended Amt
1 - 1		ENC-B/HR & Financial Software	1.00	LT	0.0000	0.00
2 - 1		AMENDMENT TO LICENSE & SERVICE AGREEMENT: LICENSE TO USE NEW SOFTWARE MODULES AT NO ADDITIONAL LICENSE FEE.	1.00	EA	0.0000	0.00
3 - 1		AMENDMENT TO THE SW LICENSE & SERVICES AGREEMENT BETWEEN LANE COUNTY, OR, CITY OF SPRINGFIELD, OR, AND THE CITY OF EUGENE, OR, AND PEOPLESOFT USA, INC. - PRE-PAYMENT OF TRAINING UNITS	1.00	EA	67,875.0000	67,875.00

LCITS TRACKING NUMBER 862

Department Contact Name/Phone # **RHEN POND 682-4040**
 Account: 512821 Fund: 124 Org: 5858300
 Term: From: 03/13/02 To: ONGOING
 Performance Bond attached? NO IF YES \$
 Insurance Certificate attached? NO
 Quote/Bid/RFP/None(Q,B,R,N): N DBE or user initials? RAW Board Order #

Reason no Quotes: **AMENDMENT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN LANE COUNTY, OREGON; CITY OF SPRINGFIELD, OREGON; AND THE CITY OF EUGENE, OREGON AND PEOPLESOFT USA, INC. SIGNATURE BY LANE COUNTY, OREGON; IS SUBJECT TO RATIFICATION BY THE BOARD OF COUNTY COMMISSIONERS ON OR BEFORE MARCH 13, 2002.**

Please add your signature and the date processed below.

Budget: _____ Legal Counsel: _____

Risk Management: _____ County Administrator: _____

Purchasing Manager: _____



PEOPLESOFT

Purchase Order

LANE COUNTY
PURCHASING
3040 DELTA HIGHWAY
EUGENE OR 97408

Vendor: 250277
PEOPLESFT USA INC
4440 ROSEWOOD DRIVE
PLEASANTON CA 94588

CHANGE ORDER - REPRINT

Purchase Order	Date	Revision	Page
971079	12/16/1998	2 - 02/20/2002	2
Freight Terms			Ship Via
FOB-DEST FREIGHT PREPAY&ADD			BEST WAY

Ship To: MANAGEMENT SERVICES ADMINISTRATION
CHRISTINE MOODY
541-682-4182
125 EAST 8TH AVENUE
EUGENE OR 97401-2974

Bill To: MANAGEMENT SERVICES ADMINISTRATION
CHRISTINE MOODY
541-682-4182
125 EAST 8TH AVENUE
EUGENE OR 97401-2974

Tax Exempt? N Tax Exempt ID:

Line-Schd Item	Item ID	Description	Quantity	UOM	PO Price	Extended Amt
						67,875.00

Total PO Amount

Unauthorized

PeopleSoft 8 Technical Training Plan

Required	Recommended	Prerequisites	Seq	Training Units	Total Training Units	Training Unit Cost @ \$375	Training Unit Cost @ \$375	Travel and Expenses
Robyn, Wally, Bob J	Cynthia, Rhett	none	1	8	40	\$15,000	\$21,000	\$6,875
Bob J, Joe, Robyn, Wally		Robyn, Wally, Bob J - course 481, Joe - met	2	3	12	\$4,500	\$6,300	\$4,100
Bob J, Joe, Wally, Robyn	Cynthia, Bob H	Bob J, Robyn, Wally, Cynthia - course 481; Joe - met; Bob H - met	2	3	18	\$6,750	\$9,450	\$6,150
Bob J, Joe, Wally, Robyn		All - course 478	3	2	8	\$3,000	\$4,200	\$3,400
Cynthia, Bob H, Rhett		none	0	4	12	\$4,500	\$6,300	\$3,600
Robyn	Cynthia, Rhett	481	2	3	9	\$3,375	\$4,725	\$3,075
Joe	Bob J, Wally, Robyn	none	0	1	1	\$375	\$525	
Joe, Wally, Robyn, Bob J		Joe - met, Wally/Robyn/Bob J - course 481	2	5	20	\$7,500	\$10,500	\$5,500
Bob, Joe		Bob - course 481, Joe - met	2	4	8	\$3,000	\$4,200	\$2,400
		Total Technical Training			128	\$48,000	\$67,200	\$35,100
		Savings if training units bought with the regional partners					\$19,200	
		T&E savings if classes brought to Eugene					\$26,025	
		Total Savings					\$45,225	

