PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	05/15/07	[X] Consent	[ ] Regular
		[ ] Ordinance	[ ] Public Hearing

Department **Submitted By:** Palm Beach County ISS
Submitted For: Palm Beach County ISS

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Renewal of Oracle database software maintenance agreement for the period June 1, 2007 to May 31, 2008 in the amount of $842,415.

Summary:. This agenda item will continue the practice of coterminous end dates for all County Oracle software maintenance agreements. ISS staff works very closely with the vendor to assure that all of the Oracle components are covered by this agreement and to minimize the annual cost increase. Countywide (PK)

Background and Justification: Oracle database software was first purchased in 1995 and is an essential component in many of the County's large software applications. Oracle is the standard for database software in Palm Beach County organizations.

Attachment:

1) 2 Originals, Purchase Order Exemption Form (POEF)
2) Copy of Oracle maintenance quotation # 1613170, dated April 24, 2007
3) Copy of R95-230D, as amended through R 2006-0713.1

Recommended by: _Steve Bordelon_ 4/30/07
                  Department Director   Date

Approved by: _____ 5/2/07
                  County Administrator   Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	$280,805	$561,610			
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	$280,805	$561,610			
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included in Current Budget?   Yes   X   No

Budget Account Number: Fund 5020   Dept 490   Unit 1310   Objt 3401   **$842,415**

B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Departmental Fiscal Review: _____ 4/26/07 _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

_____ 4/31/57 _____   _____ 5/1/07
    OFMB   4·30·07   CN 4/26/07   Contract Administration

                                           5/1/07

B. Legal Sufficiency:

_____ 5/2/07
    Assistant County Attorney

C. Other Department Review:

_____
        Department Director

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Oracle Corporation

Purchase Order Exception Form (POEF, 3/97)

> **NOTE TO OUR CUSTOMER:** *We value your business and want to give you quality service. To ensure that your products and invoices are delivered to the correct locations we normally process your order after receipt of a purchase order. When your purchase order is not available we ask you to complete this form to provide us with the information we need to process your order correctly. Thank you.*

LEGAL CUSTOMER NAME: PALM BEACH COUNTY ISS

SHIPPING ADDRESS	BILLING ADDRESS
301 N. Olive Avenue	301 N. Olive Avenue
WEST PALM BEACH	WEST PALM BEACH
FL 33401 United States	FL 33401 United States
Shipping contact: ROBERT BUSCH	Billing contact: ROBERT BUSCH
Shipping phone: 561.355.2918	Billing phone: 561.355.2918

REFERENCE NUMBERS	ORDER AMOUNT	
Purchase order number:	Software licenses	
Purchase requisition number:	Technical support services	$842,414.63
Oracle quote or contract number: 1613170	Consulting services	
Support Renewal Term: 01-JUN-07 to 31-MAY-08	Education services	

TAX STATUS (check one)		
Taxable: ☐	Documentation products	$0.00
Tax-exempt: ☒ (Attach tax certificate)	Total	**$842,414.63**

To: Oracle Corporation

Sales Representative: SARA JORDAN

I cannot provide a purchase order for the above referenced purchase because (check one):

☒ 1) My company does not issue purchase orders and I have completed all sections above.

☐ 2) I have not received the final purchase order from my company's purchasing department. However, I have completed all sections above and

    - have obtained all necessary approvals to release funds for this purchase and
    - have attached a copy of my purchase requisition to this form and
    - will send the final purchase order to Oracle as soon as it is available.

The information I have provided in this form is accurate and I have complied with my company's business practices in making this purchase. This form affirms my company's commitment to pay for the products and services I have ordered.

Addie L. Greene
_____
Name

_____
Authorized Signature

Chairperson
_____
Title

_____
Date

APPROVED AS TO TERMS AND CONDITIONS
BY _Steve Bordelon_
ISS DIRECTOR

ORACLE®

24-Apr-07

Dale Fargo
PALM BEACH COUNTY ISS
301 N Olive Avenue
4th floor
WEST PALM BEACH
FL 33401

Dear Dale Fargo,

The technical support services and benefits provided under service contract number 1613170 will expire, or have expired, on 31-May-07. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

In order to complete the attached ordering document and to ensure that there is no interruption to the technical support services and benefits provided under service contract number 1613170, please accept the ordering document in accordance with the attached Acceptance Details on or before 1-May-07.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Sara Phillips
Oracle Support Services
E-mail: sara.jordan@oracle.com
Tel.:   703 364 0017
Fax: 719 757 4303

Service Contract Number: 1613170

ORACLE®

Ordering Document

Order Date:	24-Apr-07	**Renewal Contact:**	Sara Phillips
Service Contract #:	1613170	**Address:**	Oracle Reston
			1910 Oracle Way
			Reston
			VA 20190
Payment Terms:	30 NET from date of invoice	**Telephone:**	703 364 0017
Billing Terms:	Quarterly in Arrears in four approximately equal amounts	**Fax:**	719 757 4303
Offer Expires:	1-May-07	**E-mail:**	sara.jordan@oracle.com

CUSTOMER: PALM BEACH COUNTY ISS

QUOTE TO		**BILL TO**	
Account Contact:	Dale Fargo	**Account Contact**	Robert Busch
Account Name:	PALM BEACH COUNTY ISS	**Account Name:**	PALM BEACH COUNTY ISS
Address:	301 N Olive Avenue	**Address:**	301 N. Olive Avenue
	4th floor		
	WEST PALM BEACH		WEST PALM BEACH
	FL 33401		FL 33401
Telephone:	561 355-4488	**Telephone:**	561-355 2918
Fax:		**Fax:**	561-355 3482
E-mail:	dfargo@co.palm-beach.fl.us	**E-mail:**	rbusch@co.palm-beach.fl.us

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from us. If changes are required, please e-mail or fax the updated information to Sara Phillips at sara.jordan@oracle.com or 719 757 4303. Please also include service contract number 1613170 on such reply.

Service Contract Number: 1613170

Service Details

Service Level:	Software Update License & Support				End Date: 31-May-08	
Product Description	**CSI #**	**Qty**	**License Metric**	**License Level / Type**	**Start Date**	**Final Price**
Change Management Pack - Processor Perpetual	14896524	20		FULL USE	1-Jun-07	4,738.53
Configuration Management Pack for Internet Application Server - Processor Perpetual	14896524	4		FULL USE	1-Jun-07	1,556.03
Diagnostics Pack - Processor Perpetual	14896524	20		FULL USE	1-Jun-07	4,738.53
Internet Application Server Enterprise Edition - Processor Perpetual	14896524	4		FULL USE	1-Jun-07	15,560.29
Oracle Database Enterprise Edition - Processor Perpetual	14896524	20		FULL USE	1-Jun-07	63,180.35
Diagnostics Pack for Internet Application Server - Processor Perpetual	14896524	4		FULL USE	1-Jun-07	1,556.03
Tuning Pack - Processor Perpetual	14896524	20		FULL USE	1-Jun-07	4,738.52
Oracle Database Enterprise Edition - Processor Perpetual	3873042	2		FULL USE	1-Jun-07	9,896.08
Oracle Database Enterprise Edition - Processor Perpetual	3643563	14		FULL USE	1-Jun-07	39,840.35
Tuning Pack - Processor Perpetual	3643563	14		FULL USE	1-Jun-07	2,988.02
Internet Application Server Enterprise Edition - Processor Perpetual	3643563	4		FULL USE	1-Jun-07	5,691.48
Diagnostics Pack - Processor Perpetual	3643563	14		FULL USE	1-Jun-07	2,988.02
Change Management Pack - Processor Perpetual	3643563	14		FULL USE	1-Jun-07	2,988.02
Internet Developer Suite - Named User Perpetual	3425394	19			1-Jun-07	12,577.45
Oracle Database Enterprise Edition - Named User Perpetual	3425394	3060			1-Jun-07	324,100.90
Programmer - Named User Perpetual	3425394	12			1-Jun-07	1,588.73
Diagnostics Pack - Named User Perpetual	3425394	488			1-Jun-07	3,876.51
Change Management Pack - Named User Perpetual	3425394	3060		FULL USE	1-Jun-07	24,307.56
Change Management Pack - Processor Perpetual	13906460	17		FULL USE	1-Jun-07	6,412.73
Diagnostics Pack - Named User Perpetual	3425394	2572		FULL USE	1-Jun-07	20,431.07
Oracle Database Enterprise Edition - Processor Perpetual	3425394	3		FULL USE	1-Jun-07	15,887.30
Tuning Pack - Processor Perpetual	13906460	17		FULL USE	1-Jun-07	6,412.73

Service Contract Number: 1613170

Service Level:	Software Update License & Support				End Date: 31-May-08	
Product Description	**CSI #**	**Qty**	**License Metric**	**License Level / Type**	**Start Date**	**Final Price**
Change Management Pack - Processor Perpetual	3873042	2		FULL USE	1-Jun-07	742.20
Internet Application Server Enterprise Edition - Processor Perpetual	3873042	2		FULL USE	1-Jun-07	4,948.04
Tuning Pack - Processor Perpetual	3873042	2		FULL USE	1-Jun-07	742.21
Diagnostics Pack - Processor Perpetual	3873042	2		FULL USE	1-Jun-07	742.21
Diagnostics Pack - Processor Perpetual	13906460	17		FULL USE	1-Jun-07	6,412.73
Internet Application Server Enterprise Edition - Processor Perpetual	13906460	5		FULL USE	1-Jun-07	12,573.99
Spatial - Processor Perpetual	13906460	2		FULL USE	1-Jun-07	2,514.80
Oracle Database Enterprise Edition - Processor Perpetual	13906460	17		FULL USE	1-Jun-07	85,503.18
Internet Application Server Enterprise Edition - Processor Perpetual	14149154	2		FULL USE	1-Jun-07	6,692.17
Internet Application Server Enterprise Edition - Named User Plus Perpetual	14149154	50		FULL USE	1-Jun-07	3,346.08
Diagnostics Pack for Internet Application Server - Named User Plus Perpetual	14149154	50		FULL USE	1-Jun-07	501.90
Diagnostics Pack for Internet Application Server - Processor Perpetual	14149154	14		FULL USE	1-Jun-07	7,026.78
Internet Application Server Enterprise Edition - Processor Perpetual	3425394	1		FULL USE	1-Jun-07	2,647.88
Tuning Pack - Named User Perpetual	3425394	2572		FULL USE	1-Jun-07	20,431.07
Real Application Clusters - Named User Perpetual	3425394	1058			1-Jun-07	56,029.22
Spatial - Named User Perpetual	3425394	48			1-Jun-07	1,270.98
Tuning Pack - Named User Perpetual	3425394	488			1-Jun-07	3,876.51
Oracle Database Enterprise Edition - Processor Perpetual	3425394	1			1-Jun-07	5,295.76
Oracle Database Enterprise Edition - Processor Perpetual	14662055	5		FULL USE	1-Jun-07	27,645.20
Diagnostics Pack - Processor Perpetual	14662055	5		FULL USE	1-Jun-07	2,073.40
Change Management Pack - Processor Perpetual	14662055	5		FULL USE	1-Jun-07	2,073.40
Configuration Management Pack - Processor Perpetual	14662055	5		FULL USE	1-Jun-07	2,073.40
Internet Application Server	14662055	2		FULL USE	1-Jun-07	8,293.57

Service Contract Number: 1613170

Service Level:	Software Update License & Support					End Date: 31-May-08	
Product Description	**CSI #**	**Qty**	**License Metric**	**License Level / Type**	**Start Date**	**Final Price**
Enterprise Edition - Processor Perpetual						
Configuration Management Pack for Internet Application Server - Processor Perpetual	14662055	2		FULL USE	1-Jun-07	829.36
Tuning Pack - Processor Perpetual	14662055	5		FULL USE	1-Jun-07	2,073.40

Subtotal: **USD** **842,414.63**

Total Amount: **USD** **842,414.63**

plus applicable tax

Notes:
1. If any of the fields listed above are blank, the program licenses were acquired under a separate license model in which such field(s) does not apply.
2. If a change to the Service Details provided above is required, please contact Sara Phillips at 703 364 0017 or at sara.jordan@oracle.com and an updated ordering document will be provided to you in accordance with Oracle's technical support policies.

Service Contract Number: 1613170

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

The technical support services acquired under this ordering document are governed by the terms and conditions of the SLSA-21396-21-FEB-95, and will be provided under Oracle's technical support policies in effect at the time the services are provided. Any updates and other materials provided or made available to you under technical support shall be subject to your license grant and use restrictions applicable to the programs being supported.

The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. You may access the current version of the technical support policies, including Oracle's reinstatement policy, at http://www.oracle.com/support/policies.html. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's reinstatement policy in effect at the time of reinstatement. Applicable reinstatement fees may apply in addition to the annual technical support fees.

This ordering document is subject to Oracle's acceptance. An invoice, including applicable sales tax, GST, or VAT (collectively referred to as "tax"), will only be issued upon receipt of acceptance. If your organization is tax exempt and is not a U.S. federal government entity, a copy of your tax exemption certificate and a letter of authorization must be included with your purchase order or other form of payment.

Service Contract Number: 1613170

Acceptance Details

Oracle normally processes orders after receipt of a purchase order or other acceptable form of payment such as a credit card for the total fees specified on the ordering document.

Acceptance of the services ordered hereto should be sent to:

Attn:	Sara Phillips
	Oracle Support Services
Fax:	719 757 4303
E-mail:	sara.jordan@oracle.com

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

Purchase Order
If the ordering document will be accepted by purchase order, the purchase order must include the following information:

Service Contract #:   1613170
Term of Service: 1-Jun-07 to 31-May-08
Local Tax, if applicable
Agreement: SLSA-21396-21-FEB-95

The terms of SLSA-21396-21-FEB-95 and this ordering document shall supersede the terms of the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the services ordered.

Please e-mail or fax the purchase order to Oracle per the Acceptance Details provided above.

Check
If the ordering document will be accepted by check, the check must include the following information:

Service Contract #:   1613170
Term of Service: 1-Jun-07 to 31-May-08
Local Tax, if applicable

Please mail check payments to the following address:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle USA, Inc.
PO Box 44471
San Francisco, CA 94144-4471

All other States:

Oracle USA, Inc.
PO Box 71028
Chicago, IL 60694-1028

Credit Card

If the ordering document will be accepted by credit card, please complete the section below and return it to Oracle per the Acceptance Details provided above.

Service Contract #:   1613170
Term of Service: 1-Jun-07 to 31-May-08
Agreement: SLSA-21396-21-FEB-95

_____
Credit Card Number

_____
Expiration Date

_____
Billing Address (associated with Credit Card)

_____
City, State, and Zip (associated with Credit Card)

_____
Authorized Signature

_____
Name

The credit card must be valid for the entire Term of Service above. Oracle will bill the credit card in accordance with the payment terms provided in the ordering document above.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

M/N 7-0

R-2006- 0713.1

AGENDA ITEM SUMMARY

| Meeting Date: | 04/18/06 | [X] Consent | [ ] Regular |
| | | [ ] Ordinance | [ ] Public Hearing |

Department Submitted By: **Palm Beach County ISS**

Submitted For: **Palm Beach County ISS**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Renewal of Oracle database software maintenance agreements for the period June 1, 2006 to May 31, 2007 in the amount of $680,859.

Summary: During FY 2005, staff worked extensively with Oracle to review the County's existing Oracle software maintenance agreements and bring all expiration dates coterminous to May 31, 2005. These maintenance agreements were then extended to May 31, 2006 under resolutions R2005-1578 through R2005-1582. This agenda item will continue the practice of coterminous end dates for all County Oracle software maintenance agreements and will provide the additional spending authority to process payments on these agreements. Negotiations with the vendor resulted in an increase of one-half of one percent, well below the maximum increase allowed by contract of four percent for these annual Oracle maintenance costs. Countywide (PK)

Background and Justification: Oracle database software was first purchased in 1995 and is an essential component in many of the County's large software applications, including JIS and many others. Oracle is the standard for database software in Palm Beach County organizations.

APPROVED
BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF **APR 18 2006**
Judith _____ D.C.
MINUTES & RECORDS SECTION

Attachment:

1) Copy of Oracle maintenance quotation # 1613170, dated January 30, 2006
2) Copy of R95-230D, as amended through R 2005-1782

**Agenda item is more than 50 pages;
may be viewed in Administration.**

Recommended by:	*Steve Bordelon*	3-29-06
	Department Director	Date
Approved by:		*4-(-06*
	County Administrator	Date

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	$226,953	$453,906			
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	$226,953	$453,906			
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included in Current Budget?   Yes X   No

Budget Account Number: Fund 5020   Dept 490   Unit 1310   Objt 3401   **$680,859**

B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Departmental Fiscal Review: _____Robert C. Bosel 3/28/06_____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

_____ 4-4-06   _____ 4/5/06
        OFMB   4/6/06 Contract Administration

B. Legal Sufficiency:

_____ 4/6/06
   Assistant County Attorney

C. Other Department Review:

_____
     Department Director

ORACLE

30-Jan-06

Dale Fargo
PALM BEACH COUNTY ISS
301 N OLIVE AVENUE
4TH FLOOR
WEST PALM BEACH
FL 33401
United States

Re: Service Renewal # 1613170

R2006⁻0713.1

Dear Dale Fargo,

APR 1 8 2006

Please find attached a quotation for the above service renewal. The technical support services and benefits you are receiving will expire, or have expired, on 31-May-06. This quotation is provided pursuant to the terms and conditions of the valid license agreement that you executed when you acquired technical support from Oracle or an Oracle authorized Reseller for the licenses referenced on the above service renewal; your service order under this quotation is subject to Oracle's acceptance.

The new service level, named Software Update License & Support, reflects the combination of Software Updates and Product Support service levels. All licenses on which you previously had both Software Updates and Product Support have been quoted on this renewal with Software Update License & Support. All licenses on which you previously had only Software Updates have been quoted on this renewal with Software Updates. Your access and entitlement to support services are unaffected. For more detailed information on this change, please refer to http://www.oracle.com/support/standard.html.

In order to complete this service renewal and to ensure that there is no interruption to your technical support, please accept this service renewal in accordance with the attached Acceptance Details on or before 2-May-06. An invoice, including applicable sales tax, GST, or VAT (collectively referred to as "Tax"), will only be issued upon receipt of acceptance. If your organization is tax exempt and is not a U.S. federal government entity, a copy of your tax exemption certificate must be included with your purchase order or other form of payment.

Oracle's technical support policies govern the terms of your technical support and are subject to change in accordance with its terms. The most current technical support policies, including Oracle's Reinstatement Policy, can be found on the web at http://www.oracle.com/support/policies.html. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's then current Reinstatement Policy. Applicable reinstatement fees may apply in addition to the annual technical support fees.

Oracle provides information and notices about technical support via e-mail. Accordingly, it is important that you provide updated e-mail information with your order to ensure that you receive all communication and notices from us.

Please note that as part of a corporate restructuring associated with our recent acquisition of PeopleSoft, Inc., Oracle Corporation has transferred substantially all of its U.S. based operations, including our contracts with our customers to, Oracle USA, Inc., effective March 1, 2005.

Accordingly, Oracle USA, Inc., is now responsible for the performance of all of these obligations under these contracts. Correspondence and invoices relating to these contracts will reflect the name of Oracle USA, Inc. Likewise, any correspondence and payments from you (including the vendor specification on any tax exemption certificates) should be addressed to Oracle USA, Inc. We expect that Oracle's addresses and your contacts will remain unchanged.

I would like to take this opportunity to thank you for your continued business with Oracle. If you require further information, please do not hesitate to contact me at your earliest convenience.

Regards,

Raymond Paul
Oracle Support Services
E-mail: raymond.paul@oracle.com
Tel.:   916 315 4317
Fax: 916 315 5657

Contract Number: 1613170

Oracle Service Renewal

Quotation Date: 30-Jan-06

Dale Fargo
PALM BEACH COUNTY ISS
301 N OLIVE AVENUE
4TH FLOOR
WEST PALM BEACH
FL 33401
United States

Tel.: **561 355-4488**
Fax:
E-mail: **dfargo@co.palm-beach.fl.us**

THIS QUOTATION IS VALID THROUGH 31-May-06.

PLEASE DO NOT CHANGE ANY OF THE INFORMATION BELOW WHEN SUBMITTING YOUR
SERVICE RENEWAL. ORDERS IN WHICH THE SERVICE DETAILS HAVE BEEN CHANGED ARE
NOT VALID AND YOUR ORDER WILL NOT BE PROCESSED. If a change to the information provided
below is required, please contact me and an updated service renewal quote will be provided to you in
accordance with Oracle's technical support policies located at
http://www.oracle.com/support/policies.html.

The service level Software Update License & Support reflects the combination of Software Updates and
Product Support. For more detailed information on this change, please refer to
http://www.oracle.com/support/standard.html.

Service Level: Software Update License & Support					End Date: 31-May-07	
Product Description	**CSI #**	**Qty**	**License Metric**	**License Level / Type**	**Start Date**	**Final Price**
Oracle Database Enterprise Edition - Processor Perpetual	3873042	2		FULL USE	1-Jun-06	9,607.84
Oracle Database Enterprise Edition - Processor Perpetual	3643563	14		FULL USE	1-Jun-06	38,679.95
Tuning Pack - Processor Perpetual	3643563	14		FULL USE	1-Jun-06	2,900.99
Internet Application Server Enterprise Edition - Processor Perpetual	3643563	4		FULL USE	1-Jun-06	5,525.71
Diagnostics Pack - Processor Perpetual	3643563	14		FULL USE	1-Jun-06	2,900.99
Change Management Pack - Processor Perpetual	3643563	14		FULL USE	1-Jun-06	2,900.99
Internet Developer Suite - Named User Perpetual	3425394	19			1-Jun-06	12,211.11
Oracle Database Enterprise Edition - Named User Perpetual	3425394	3060			1-Jun-06	314,661.07
Programmer - Named User Perpetual	3425394	12			1-Jun-06	1,542.46
Diagnostics Pack - Named User Perpetual	3425394	488			1-Jun-06	3,763.60

Contract Number: 1613170

ORACLE

Service Level:	Software Update License & Support					End Date: 31-May-07
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Change Management Pack - Named User Perpetual	3425394	3060		FULL USE	1-Jun-06	23,599.58
Change Management Pack - Processor Perpetual	13906460	17		FULL USE	1-Jun-06	6,225.95
Diagnostics Pack - Named User Perpetual	3425394	2572		FULL USE	1-Jun-06	19,835.99
Oracle Database Enterprise Edition - Processor Perpetual	3425394	3		FULL USE	1-Jun-06	15,424.56
Tuning Pack - Processor Perpetual	13906460	17		FULL USE	1-Jun-06	6,225.95
Change Management Pack - Processor Perpetual	3873042	2		FULL USE	1-Jun-06	720.58
Internet Application Server Enterprise Edition - Processor Perpetual	3873042	2		FULL USE	1-Jun-06	4,803.92
Tuning Pack - Processor Perpetual	3873042	2		FULL USE	1-Jun-06	720.59
Diagnostics Pack - Processor Perpetual	3873042	2		FULL USE	1-Jun-06	720.59
Diagnostics Pack - Processor Perpetual	13906460	17		FULL USE	1-Jun-06	6,225.95
Internet Application Server Enterprise Edition - Processor Perpetual	13906460	5		FULL USE	1-Jun-06	12,207.76
Spatial - Processor Perpetual	13906460	2		FULL USE	1-Jun-06	2,441.55
Oracle Database Enterprise Edition - Processor Perpetual	13906460	17		FULL USE	1-Jun-06	83,012.80
Internet Application Server Enterprise Edition - Processor Perpetual	14149154	2		FULL USE	1-Jun-06	6,497.25
Internet Application Server Enterprise Edition - Named User Plus Perpetual	14149154	50		FULL USE	1-Jun-06	3,248.62
Diagnostics Pack for Internet Application Server - Named User Plus Perpetual	14149154	50		FULL USE	1-Jun-06	487.28
Diagnostics Pack for Internet Application Server - Processor Perpetual	14149154	14		FULL USE	1-Jun-06	6,822.11
Internet Application Server Enterprise Edition - Processor Perpetual	3425394	1		FULL USE	1-Jun-06	2,570.76
Tuning Pack - Named User Perpetual	3425394	2572		FULL USE	1-Jun-06	19,835.99
Real Application Clusters - Named User Perpetual	3425394	1058			1-Jun-06	54,397.30
Spatial - Named User Perpetual	3425394	48			1-Jun-06	1,233.96
Tuning Pack - Named User Perpetual	3425394	488			1-Jun-06	3,763.60

Contract Number: 1613170

Service Level:	Software Update License & Support					End Date: 31-May-07

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Oracle Database Enterprise Edition - Processor Perpetual	3425394	1			1-Jun-06	5,141.51

Total Amount: USD   680,858.86

Plus Applicable Tax

Contract Number: 1613170

ORACLE

Acceptance Details

Oracle processes service renewal orders after receipt of a purchase order or other acceptable form of payment such as a credit card for the total fees specified on the Oracle Service Renewal.

PURCHASE ORDER, CREDIT CARD CONFIRMATION

Purchase Order
If accepting your service renewal by Purchase Order, your Purchase Order must include the following:

Service Renewal #:   1613170
Term of Service: 1-Jun-06 to 31-May-07
Local Tax, if applicable

The terms of your agreement with Oracle and this order supersede the terms of a Purchase Order.

Please e-mail or fax your Purchase Order to:

Attn: Raymond Paul
               Oracle Support Services
Fax: 916 315 5657
E-mail: raymond.paul@oracle.com
Customer: PALM BEACH COUNTY ISS
From: Dale Fargo

Credit Card
If accepting your service renewal by Credit Card, please complete the sections below and fax this information to:

Attn: Raymond Paul
               Oracle Support Services
Fax: 916 315 5657
E-mail: raymond.paul@oracle.com
Customer: PALM BEACH COUNTY ISS
From: Dale Fargo

_____
Credit Card Number

_____
Expiration Date

_____
Authorized Signature

_____
Print Name

Your credit card must be valid for the entire Term of Service above. Oracle will bill your credit card in accordance with the Payment Terms below.

ORACLE

PAYMENT TERMS
Payment Terms for all fees payable to Oracle are 30 NET and will be invoiced quarterly in arrears.

ADDITIONAL ORACLE TERMS
There are no additional terms.

Contract Number: 1613170

Customer Details

Please verify and update the following information to enable us to provide an efficient and timely service to your company. If changes are required, please e-mail or fax the updated information to:

Attention:	Raymond Paul
	Oracle Support Services
E-mail:	raymond.paul@oracle.com
Fax:	916 315 5657
Tel.:	916 315 4317

Company Name:	PALM BEACH COUNTY ISS
Service Renewal #:	1613170

For Quotation

Contact:	Dale Fargo
Company:	PALM BEACH COUNTY ISS
Address:	301 N OLIVE AVENUE
	4TH FLOOR
	WEST PALM BEACH
	FL 33401
	United States

Tel.:	561 355-4488
Fax:	
E-mail:	dfargo@co.palm-beach.fl.us

For Invoice

Contact:	Robert Busch
Company:	PALM BEACH COUNTY ISS
Address:	301 N. Olive Avenue
	WEST PALM BEACH
	FL 33401
	United States

Tel.:	561-355 2918
Fax:	561-355 3482
E-mail:	rbusch@co.palm-beach.fl.us

3N-5

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 02/21/95   [X] Consent   [ ] Regular
                 [ ] Ordinance   [ ] Public Hearing

Department

   Submitted By: Palm Beach County ISS

   Submitted For: Palm Beach County ISS

I. EXECUTIVE BRIEF

A.   Motion and Title:

    Staff recommends motion to approve: (A) The purchase of additional and replacement database program licenses from ORACLE for a total cost of $565,129 and (B) the purchase of technical support for the database programs for a total cost of $375,168 payable over three years.

B.   Summary:

    As per ISS Board direction, Palm Beach County is implementing Client/Server technology to address many of its business units automation needs. ISS has adopted ORACLE software as the County standard for database storage, processing and reporting needs. As per BCC direction of 11/15/94, the Clerk of the Court's purchasing process was utilized to acquire ORACLE database program licenses and maintenance for the CIVIS/CJIS projects. The licenses and maintenance recommended for purchase thru this agenda item addresses the near term needs of BCC agencies.

C.   Background and Justification: (continued on page 2)

D.   Attachments:

    Two copies of the ORACLE Network User License Addendum for Palm Beach County
    Two copies of the ORACLE Software License and Services Agreement
    Two copies of the ORACLE Addendum One to the Software License and Services Agreement

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Recommended by: _____   1/24/95
             Department Director   Date

Approved By: _____   2/7/95
               County Administrator   Date

C. Background and Justification: (continued from page 1)

ISS supports over 40 business applications involving approximately 5,500 programs which reside on the County's IBM 3090 mainframe. The IBM environment is proprietary; and as such, limits the County to acquiring software, hardware and maintenance from a specific vendor.

The trend of the information systems industry is towards open systems. Open systems provides an environment which will allow the County to competitively employ products and services from a broader selection of vendors, without concern for the ability to integrate with a proprietary system. This software purchase is consistent with the development of the long range transition plan approved by the Board of County Commissioners 08/23/94, and was presented to the ISS Board 02/08/95 for approval.

Background and Justification: (continued from page 1)

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	1995	1996	1997	19__	19__
Capital Expenditures	565,129				
Operating Costs	108,693	122,719	143,756		
Operating Revenues					

Is Item Included In Current Budget?   Yes X   No. _____

Budget Account No.: Fund 650 Agency 490 Org. 1303 Object 6406
                     Reporting Category_____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Planned and funded data processing software expenditure

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

_____ _____
         OFMB   Contract Administration

B. Legal Sufficiency:

The Agreements contained in
this item reflect negotiation
between County Staff and the
Vendor and are acceptable to
COC.

_____
Assistant County Attorney

C. Other Department Review:

_____
      Department Director

NETWORK USER LICENSE ADDENDUM
between
PALM BEACH COUNTY
and
ORACLE CORPORATION

This Network User License Addendum ("User Addendum") shall be governed by the terms of the Software License and Services Agreement between Palm Beach County ("Customer") and Oracle Corporation ("Oracle") effective February _____, 1995 (the "Agreement") and the terms set forth below.

1. PROGRAMS AND DEFINITIONS

1.1 LICENSED PROGRAMS

1.1.1 "Licensed Programs" means the Programs in the Program Set(s) that are currently available in production release as of the Effective Date for use on the corresponding Designated Systems and as specified in the License Type.

Program Set A: **Programs**	**Designated Systems** **(Computer/Operating System)**
Oracle7.1	SUN/SOLARIS 2
distributed option	DEC VAX/ VMS
SQL*Net TCP/IP	DEC ALPHA AXP/OPEN VMS
SQL*Net	PC Compatible/ Windows/NT
Oracle7 Server Kit	PC Compatible/ Netware
	PC Compatible/ Windows

Program Set B: **Programs**	**Designated Systems** **(Computer/Operating System)**
Oracle CDE Tools Bundle	SUN/SOLARIS 2
includes:	DEC VAX/ VMS
Oracle Forms	DEC ALPHA AXP/OPEN VMS
Oracle Reports	PC Compatible/ Windows
Oracle Graphics	
Oracle Book	
SQL*Plus	
Oracle Databrowser	

Program Set C: **Programs**	**Designated Systems** **(Computer/Operating System)**
Oracle CDE Tools Bundle	SUN/SOLARIS 2
includes:	DEC VAX/ VMS
Oracle Forms	DEC ALPHA AXP/OPEN VMS
Oracle Reports	PC Compatible/ Windows
Oracle Graphics	
Oracle Book	
SQL*Plus	

Program Set D: **Programs**	**Designated Systems** **(Computer/Operating System)**
Pro*Cobol	SUN/SOLARIS 2
	DEC VAX/ VMS
	DEC ALPHA AXP/OPEN VMS

The "Designated Systems" shall be defined as the Servers of the types listed above that are owned, leased to, or under the sole control of Customer.

1.1.2 During the User Addendum Term, Customer may add up to four (4) Designated Systems ("Additional Designated Systems") to the Designated Systems specified above at no additional charge, provided: (i) the Licensed Programs are available in production release status on the Additional Designated Systems at the time Customer elects to add the Additional Designated Systems; (ii) Customer has continuously maintained Technical Support for the Licensed Programs; and (iii) the Additional Deisgnated System is in an equal or lesser value Oracle price tier as the Hardware.

Oracle shall ship to the Customer Location a single master copy of the Licensed Programs for each Additional Designated System added. These Licensed Programs may only be copied and installed in accordance with Section 4 of this User Addendum.

Customer acknowledges that the Licensed Programs for use on the Additional Designated Systems may not be currently available. Customer agrees that it has not relied on the availability of such Licensed Programs in executing this User Addendum and that the availability of such Licensed Programs will not affect Customer's payment obligations under Section 2. Oracle is under no obligation to make available any Programs or Program/Designated System combinations.

1.2   LICENSE TYPE

"Full Use Programs" are defined as an unaltered version of the Licensed Programs with all functions intact.

"Deployment Programs" are limited to use solely for the purpose of running applications, and may not be used to create or alter tables or reports except as necessary for operating the applications.

1.3   USER

1.3.1   "Concurrent Device(s)" is defined as each terminal, monitor or input device being used to access the Designated Systems at a given point in time. If multiplexing software or hardware (e.g. a TP monitor) is used in the Designated Systems, the number of concurrent devices must be measured as the number of terminals, monitors or input devices being used at the multiplexing front-end. The maximum number of Concurrent Devices of the Program Set on the Designated Systems shall be as follows:

Program Set	License Type	Number of Concurrent Devices	
Program Set A	Full Use	455	Concurrent Devices
Program Set B	Full Use	18	Concurrent Devices
Program Set C	Deployment	64	Concurrent Devices
Program Set D	Full Use	12	Concurrent Devices

1.3.2   Until one year from the Effective Date, Customer shall have the option to increase the number of Users/Devices of the Licensed Programs in each of the Program Sets

for use on the relevant Designated System in additional User Increments per order as specified below:

Program Set	License Type	User/Device Increment	Additional Fee per User/ Device Increment
A	Full Use	1 Concurrent Device	$1,137.00
B	Full Use	1 Concurrent Device	$6,054.00
C	Deployment	1 Concurrent Device	$451.00

Each order placed for Additional Users/Devices must be at least $40,000 in Net License Fees. For each order, applicable sales tax will be added to the Additional Fee. All applicable fees shall be due and payable on the date that Customer notifies Oracle in writing of its exercise of this option. Upon election, this payment obligation is noncancelable, and the sum paid is nonrefundable. At the time of election and during the User Addendum Term, Customer may obtain Silver Technical Support services for User/Device Increments ordered pursuant to this option under Oracle's applicable Technical Support fees and policies in effect when such services are ordered.

1.3.3 From one year after the Effective Date until two years from the Effective Date, Customer shall have the option to increase the number of Users/Devices of the Licensed Programs in each of the Program Sets for use on the relevant Designated System in additional User Increments per order as specified below:

Program Set	License Type	User/Device Increment	Additional Fee per User/ Device Increment
A	Full Use	1 Concurrent Device	$1,308.00
B	Full Use	1 Concurrent Device	$6,961.00
C	Deployment	1 Concurrent Device	$518.00

Each order placed for Additional Users/Devices must be at least $40,000 in Net License Fees. For each order, applicable sales tax will be added to the Additional Fee. All applicable fees shall be due and payable on the date that Customer notifies Oracle in writing of its exercise of this option. Upon election, this payment obligation is noncancelable, and the sum paid is nonrefundable. At the time of election and during the User Addendum Term, Customer may obtain Silver Technical Support services for User/Device Increments ordered pursuant to this option under Oracle's applicable Technical Support fees and policies in effect when such services are ordered.

1.4 USER ADDENDUM TERM

The "User Addendum Term" shall be from the Effective Date to February ____, 1998.

1.5 TERRITORY

The "Territory" shall be defined as the Customer facilities in the United States.

2. FEES AND PAYMENTS

The license fee for this User Addendum shall be seven hundred three thousand seven hundred sixty nine dollars ($703,769). Customer shall be granted the one-time only right to apply one hundred thirty eight thousand six hundred forty dollars ($138,640) in license fees previously paid to Oracle, which are associated with the termination of Customer's Program licenses under Customer Support Identification ("CSI") numbers: 660788,

660789, 612281, 577838, 595493, 612299, 612289, 612300, 612307, 577839, 577840, 577841, 595215, 595216, 595502, 660789, and 660836; as a credit toward such User Addendum license fees. Therefore, Customer's total license fee payment obligation under this User Addendum shall be five hundred sixty five thousand one hundred twenty nine dollars ($565,129). This fee shall be due and payable within 30 days of the Effective Date. This payment obligation is noncancelable and the sum paid is nonrefundable. The pricing specified herein is specific to this User Addendum and the fees contained herein may not be reduced by any existing credits or any other discounts. Except as otherwise specified herein, licenses for any additional Users/Devices, Programs, Designated Systems, or Servers that are acquired under the Agreement shall be at terms and fees as determined when Customer acquires such additional licenses. Applicable sales tax shall be charged to Customer based on the point of delivery of the master copy and paid under the terms of the Agreement. Customer is responsible for payment of any use tax or other tax arising from use of the Licensed Programs in any other Location.

3. LICENSE GRANT

In consideration for the payment specified in Section 2 above, Oracle grants to Customer a non-exclusive, non-transferable license to use the Licensed Programs on the applicable Designated Systems located in the Territory under the terms of the Agreement, for up to the maximum number of Concurrent Devices specified in Section 1.3 above.

4. DELIVERY AND INSTALLATION

Oracle shall deliver to Customer one (1) copy of the software media and one (1) set of documentation ("master copy") for each Licensed Program for use on the applicable Designated Systems to the following Customer location: _____
("Customer Location"). Customer shall be responsible for copying the software media and installing the Licensed Programs. Unless otherwise specified herein, Customer shall acquire no right to copy documentation. The Acceptance Period for each of the Licensed Programs shall commence on delivery of the master copy of the Licensed Programs, and all subsequent copies shall be deemed accepted upon acceptance of the master copy. Each Computer on which the Licensed Programs are installed shall have a number of Users equal to at least the minimum user level corresponding to the entry level fee for the applicable Licensed Program configuration as specified in the Oracle U.S. Price List in effect at the time of installation. The number, location, and identification of Computers in the Territory, the licensed number of Users on each Computer, and the configuration of the Licensed Programs on each Computer shall be fixed as of the expiration of the User Addendum Term. Upon fixing of the Licensed Programs on the Computers, the Program licenses shall be perpetual subject to the terms of the Agreement. Thereafter, unless this User Addendum is extended or modified, Program licenses for use on additional Computers or licenses for additional Users shall be acquired separately.

5. REPORTING

Beginning ninety (90) days after the Effective Date, Customer shall notify Oracle quarterly in writing of: (i) the location, models and serial numbers of all Computers on which the Licensed Programs are installed; (ii) the configuration of the Licensed Programs on each Computer; and (iii) the number of Users/Devices on each Computer. When reporting, ordering or communicating with Oracle under this User Addendum, Customer shall reference: (a) this User Addendum (include Effective Date); and (b) the Effective Date of the Agreement.

silver ~~~ Howard Clark

6. TECHNICAL SUPPORT

6.1 Until February ___, 1998, Customer shall receive annual ~~Remote~~ Technical Support services for all Programs licensed in the U.S. under this User Addendum, except as otherwise provided herein, for a total fee of three hundred seventy five thousand one hundred sixty eight dollars ($375,168) payable in quarterly installments in arrears as specified below. Thereafter, Customer may obtain annual Technical Support services from Oracle under Oracle's Technical Support fees and policies in effect when such services are ordered.

Support Year	Technical Support Fee
First Year	$ 108,693 ✔
Second Year	$ 122,719
Third Year	$ 143,756

6.2 Customer shall designate and provide to Oracle the name of one (1) Customer employee who shall serve as an on-site technical contact ("Technical Contact") to act as the sole liaison between Customer and Oracle for the Technical Support services provided under this User Addendum. Customer shall also provide the name of one (1) employee who shall serve as backup to the Technical Contact. Customer shall notify Oracle whenever the designated Technical Contact responsibilities are transferred to another employee. For any Technical Support updates to the Licensed Programs provided during the User Addendum Term, Oracle shall ship to the Customer Location specified above one (1) Technical Support update copy for each Designated Systems type. Customer shall be responsible for copying and installing the updates on the Computers for which the Licensed Programs are licensed.

The Effective Date of this User Addendum is February ___, 1995.

PALM BEACH COUNTY

By: _____
Name: Ken Foster
Title: CHAIR

ORACLE CORPORATION

By: _____
Name: Shelley S. Curtis
Title: Senior Corporate Counsel

DOROTHY H. WILKEN, CLERK
Board of County Commissioners

By _____
DEPUTY CLERK COUNTY
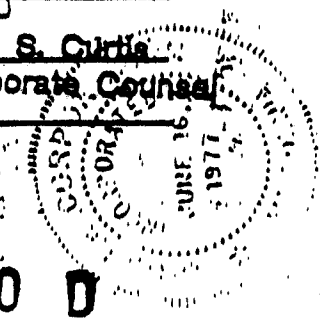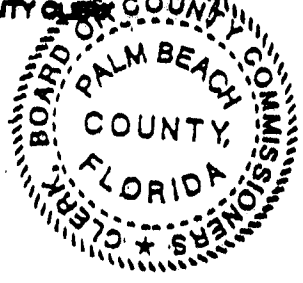
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
COUNTY

R95═230 D

FEB 21 1995

ORACLE

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (the "Agreement") is between Oracle Corporation with its principal place of business at 500 Oracle Parkway, Redwood City, CA 94065 ("Oracle") and **Palm Beach County Board of County Commissioners** (legal name) with its principal place of business at _____ ("Customer"). The terms of this Agreement shall apply to each Program license granted and to all services provided by Oracle under this Agreement. When completed and executed by both parties, an Order Form shall evidence the Program licenses granted and the services to be provided.

I. DEFINITIONS

1.1. "Program" shall mean the computer software in object code form owned or distributed by Oracle for which Customer is granted a license pursuant to this Agreement; the media; the user guides and manuals for use of the software ("Documentation"); and Updates.

1.2. "Order Form" shall mean the document by which Customer orders Program licenses and services, and which is agreed to by the parties. The Order Form shall reference the Effective Date of this Agreement.

1.3. "Price List" shall mean Oracle's applicable standard commercial fee schedule that is in effect when a Program license or any other product or service is ordered by Customer.

1.4. "Designated System" shall mean the computer hardware and operating system designated on the relevant Order Form.

1.5. "Supported Program License" shall mean a Program license for which Customer has ordered Technical Support for the relevant time period. "Technical Support" shall mean Program support provided under Oracle's policies in effect on the date Technical Support is ordered.

1.6. "Commencement Date" shall mean the date on which the Programs are delivered by Oracle to Customer, or if no delivery is necessary, the Effective Date set forth on the relevant Order Form.

1.7. "Update" shall mean a subsequent release of the Program which is generally made available for Supported Program Licenses at no additional charge other than media and handling charges. Update shall not include any release, option or future product which Oracle licenses separately.

1.8. "User," unless otherwise specified on the Order Form, shall mean an individual authorized by Customer to use specified Programs, regardless of whether the individual is actively using the Programs at any given time.

1.9. "Application Program" shall be a Program designated as application software by Oracle.

1.10. "Limited Production Program" shall be a Program which does not appear on the Price List or which is designated as Limited Production by Oracle.

II. PROGRAM LICENSE

2.1. Rights Granted

A. Oracle grants to Customer a nonexclusive license to use the Programs Customer obtains under this Agreement, as follows:

i. to use the Programs solely for Customer's own internal data processing operations on the Designated System or on a backup system if the Designated System is inoperative, up to any applicable maximum number of designated Users or other such limitation (if any). Customer may not relicense the Programs or use the Programs for third-party training, commercial time-sharing, rental or service bureau use;

ii. to use the Documentation provided with the Programs in support of Customer's authorized use of the Programs;

iii. to copy the Programs for archival or backup purposes; no other copies shall be made without Oracle's prior written consent. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies. All archival and backup copies of the Programs are subject to the terms of this Agreement; and

iv. to modify the Programs and combine them with other software products.

Customer shall not copy or use the Programs (including the Documentation) except as otherwise specified in this Agreement or an Order Form. Customer shall have the right to allow Customer's third party agents ("Agents") to use the Programs for Customer's internal use purposes so long as Customer ensures that Agents use the Programs in accordance with the terms of this Agreement.

B. Customer agrees not to cause or permit the reverse engineering, disassembly or decompilation of the Programs.

C. Oracle shall retain all title, copyright and other proprietary rights in the Programs. Customer does not acquire any rights, express or implied, in the Programs, other than those specified in this Agreement.

D. To use a Program specified on an Order Form ("ordered Program"), Customer may need to use an ancillary Program embedded in or delivered with the ordered Program. The ancillary Program may be used only as described in the Order Form or Documentation for implementation of the ordered Program and for no other purpose. Customer shall have no right to use any other software program that may be delivered with ordered Programs.

E. As an accommodation to Customer, Oracle may supply Customer with pre-production releases of Programs

(which may be labeled "Alpha" or "Beta"). These products are not suitable for production use.

ing. Any consulting services acquired from Oracle shall be bid separately from the Program licenses, and Customer may acquire either Program licenses or consulting services without acquiring the other.

2.2. Acceptance of Program

For each Program license for which delivery is required under this Agreement, Customer shall have a 15 day "Acceptance Period" beginning on the Commencement Date. During the Acceptance Period, Customer may cancel the license by giving written notice to Oracle and returning the Program in accordance with Section 4.5. Unless such cancellation notice is given, the license will be deemed accepted by Customer at the end of the Acceptance Period. If Customer is granted a right-to-copy license, subsequent copies shall be deemed accepted upon acceptance of the master copy.

2.3. Transfer and Assignment

A. Customer may transfer a Program license within its organization upon notice to Oracle; transfers are subject to the terms and fees specified in Oracle's transfer policy in effect at the time of the transfer.

B. Customer may not assign this Agreement to a third party (i.e., a legal entity separate from Customer) without the prior written consent of Oracle. Oracle shall not unreasonably withhold such consent.

2.4. Verification

At Oracle's written request, not more frequently than annually, Customer shall furnish Oracle with a signed certification (a) verifying that the Programs are being used pursuant to the provisions of this Agreement, including any User and other limitations; and (b) listing the locations, types and serial numbers of the Designated Systems on which the Programs are run.

Oracle may, at its expense, audit Customer's use of the Programs. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid fees to Oracle, Customer shall be invoiced for such underpaid fees based on the Price List in effect at the time the audit is completed; if the underpaid fees exceed 5% of the license fees paid, then Customer shall also pay Oracle's reasonable costs of conducting the audit. Audits shall be conducted no more than once annually.

III. TECHNICAL SERVICES

3.1. Technical Support Services

Technical Support services ordered by Customer will be provided under Oracle's Technical Support policies in effect on the date Technical Support is ordered, subject to the payment by Customer of the applicable fees. Reinstatement of lapsed Technical Support services is subject to Oracle's Technical Support reinstatement fees in effect on the date Technical Support is re-ordered. Customer may obtain Technical Support services for Limited Production Programs and pre-production releases of Programs on a time and materials basis.

3.2. Consulting and Training Services

Oracle will provide consulting and training services agreed to by the parties under the terms of this Agreement. All consulting services shall be billed on a time and materials basis unless the parties expressly agree otherwise in writ-

3.3. Incidental Expenses

For any on-site services requested by Customer, Customer shall reimburse Oracle for actual, reasonable travel and out-of-pocket expenses incurred.

IV. TERM AND TERMINATION

4.1. Term

If not otherwise specified on the Order Form, each Program license granted under this Agreement shall remain in effect perpetually unless the license or this Agreement is terminated as provided in Section 4.2 or 4.3.

4.2. Termination by Customer

Customer may terminate any Program license at any time; however, termination shall not relieve Customer's obligations specified in Section 4.4.

4.3. Termination by Oracle

Oracle may terminate this Agreement or any license upon written notice if Customer breaches this Agreement and fails to correct the breach within 30 days following written notice specifying the breach.

4.4. Effect of Termination

Termination of this Agreement or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under any Order Form or other similar ordering document under this Agreement. The parties' rights and obligations under Sections 2.1.B, 2.1.C, 2.1.D, and 2.3.B, and Articles IV, V, VI and VII shall survive termination of this Agreement.

4.5. Handling of Programs Upon Termination

If a license granted under this Agreement expires or otherwise terminates, Customer shall (a) cease using the applicable Programs, and (b) certify to Oracle within one month after expiration or termination that Customer has destroyed or has returned to Oracle the Programs and all copies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Before returning Programs to Oracle, Customer shall acquire a Return Material Authorization ("RMA") number from Oracle.

V. INDEMNITY, WARRANTIES, REMEDIES

5.1. Infringement Indemnity

Oracle will defend and indemnify Customer against a claim that the Programs infringe a copyright or patent, provided that: (a) Customer notifies Oracle in writing within 30 days of the claim; (b) Oracle has sole control of the defense and all related settlement negotiations; and (c) Customer provides Oracle with the assistance, information and authority necessary to perform Oracle's obligations under this Section. Reasonable out-of-pocket expenses incurred by Customer in providing such assistance will be reimbursed by Oracle. Oracle shall have no liability for any claim of infringement based on use of a superseded or altered release of Programs if the infringement would have been

Programs which Oracle provides to Customer.

In the event the Programs are held or are believed by Oracle to infringe, Oracle shall have the option, at its expense, to (a) modify the Programs to be noninfringing; (b) obtain for Customer a license to continue using the Programs; or (c) terminate the license for the infringing Programs and refund the license fees paid for those Programs, prorated over a five year term from the Commencement Date. This Section 5.1 states Oracle's entire liability and Customer's exclusive remedy for infringement.

5.2. Warranties and Disclaimers

A. Program Warranty
Oracle warrants for a period of one year from the Commencement Date that each unmodified Program for which Customer has a Supported Program License will perform the functions described in the Documentation.

B. Media Warranty
Oracle warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for 90 days from the Commencement Date.

C. Services Warranty
Oracle warrants that its Technical Support and consulting services will be performed consistent with generally accepted industry standards. This warranty shall be valid for 90 days from performance of service.

D. Disclaimers
THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Oracle does not warrant that the Programs will meet Client's requirements, that the Programs will operate in the combinations which Client may select for use, that the operation of the Programs will be uninterrupted or error-free, or that all Program errors will be corrected. Limited Production Programs, pre-production releases of Programs, and computer-based training products are distributed "as is."

5.3. Exclusive Remedies
For any breach of the warranties contained in Section 5.2, Customer's exclusive remedy, and Oracle's entire liability, shall be:

A. For Programs
The correction of Program errors that cause breach of the warranty, or if Oracle is unable to make the Program operate as warranted, Customer shall be entitled to recover the fees paid to Oracle for the Program license.

B. For Media
The replacement of defective media returned within 90 days of the Commencement Date.

C. For Services
The reperformance of the services, or if Oracle is unable to perform the services as warranted, Customer shall be entitled to recover the fees paid to Oracle for the unsatisfactory services.

VI. PAYMENT PROVISIONS

6.1. Invoicing and Payment
Invoices for payment of license fees shall be payable 30 days from the Commencement Date. Technical Support fees shall be payable annually in advance, net 30 days from the renewal date; such fees will be those in effect at the beginning of the period for which the fees are paid. All other applicable fees shall be payable 30 days from the invoice date, and shall be deemed overdue if they remain unpaid thereafter. Any amounts payable by Customer hereunder which remain unpaid after the due date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid. Customer agrees to pay applicable media and shipping charges. Customer shall issue a purchase order, or alternative document acceptable to Oracle, on or before the Effective Date of the applicable Order Form.

6.2. Taxes
The fees listed in this Agreement do not include taxes; if Oracle is required to pay sales, use, property, value-added or other taxes based on the licenses or services granted in this Agreement or on Customer's use of Programs or services, then such taxes shall be billed to and paid by Customer. This Section shall not apply to taxes based on Oracle's income.

VII. GENERAL TERMS

7.1. Nondisclosure
By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the Programs, the terms and pricing under this Agreement, and all information clearly identified as confidential.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. Customer shall not disclose the results of any benchmark tests of the Programs to any third party without Oracle's prior written approval.

The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two years after termination of this Agreement. The parties agree, that unless required by law, they shall not make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

7.2. Governing Law
This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of California, and shall be deemed to be executed in Redwood City, California.

7.3. Jurisdiction

Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in San Francisco or San Mateo County, California. Oracle and Customer agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

7.4. Notice

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to the first address listed in the relevant Order Form (if to Customer) or to the Oracle address on the Order Form (if to Oracle).

To expedite order processing, Customer agrees that Oracle may treat documents faxed by Customer to Oracle as original documents; nevertheless, either party may require the other to exchange original signed documents.

7.5. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. Oracle's liability for damages hereunder shall in no event exceed the amount of fees paid by Customer under this Agreement, and if such damages result from Customer's use of the Program or services, such liability shall be limited to fees paid for the relevant Program or services giving rise to the liability, prorated over a five-year term from the Commencement Date of the applicable license or the date of performance of the applicable services.

The provisions of this Agreement allocate the risks between Oracle and Customer. Oracle's pricing reflects this allocation of risk and the limitation of liability specified herein.

7.6. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

7.7. Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Oracle's proprietary rights in the Programs, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued.

7.8. Export Administration

Customer agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the Programs nor any direct product thereof are (1) exported, directly or indirectly, in violation of Export Laws; or (2) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

7.9. Relationship Between the Parties

Oracle is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

7.10. Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

It is expressly agreed that the terms of this Agreement and any Order Form shall supersede the terms in any Customer purchase order or other ordering document. This Agreement shall also supersede the terms of any shrinkwrap or break-the-seal license agreement included in any package for Oracle-furnished software, except terms contained in such license agreement that grant specific use rights for the Programs.

The Effective Date of this Agreement shall be ___ FEB 21 1995

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Executed by Customer:

Authorized Signature: _____

Name: **Ken Foster**

Title: **CHAIR**

DOROTHY H. WILKEN, CLERK

Board of County Commissioners

By: _____

DEPUTY CLERK

ORACLE

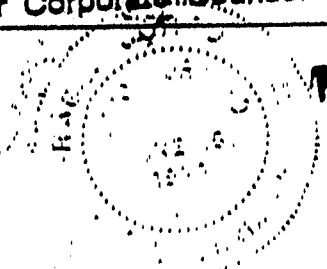Oracle Corporation
500 Oracle Parkway
Redwood City, CA 94065
(415) 506-7000

Oracle is a registered trademark of Oracle Corporation
13006-794
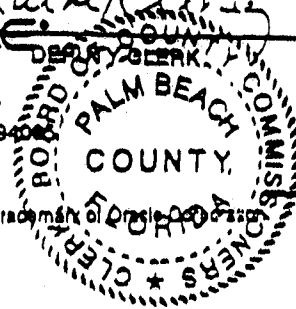
Executed by Oracle Corporation:

Authorized Signature: _____

Name: **Shelley S. Curtis**

Title: Senior Corporate Counsel

FEB 21 1995

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
COUNTY ATTORNEY

R95-231 D

ADDENDUM ONE
to the
SOFTWARE LICENSE AND SERVICES AGREEMENT
between
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
and
ORACLE CORPORATION

This document ("Addendum One") shall serve to amend the Software License and Services Agreement between Palm Beach County Board of County Commissioners ("County" or "Customer") and Oracle Corporation, a corporation authorized to do business in the State of Florida, whose Federal I.D. number is 94-2422637, ("Oracle"), dated ___FEB 21 1995___, 1995 ("Agreement").

The parties agree to amend the Agreement as follows:

In Section 2.2 of Article II, replace the word "15" with the word "30."

In Section 2.4 of Article II, delete everything in the penultimate sentence after the word "completed."

In Section 3.2 of Article III, add the following sentence to the end of the paragraph:

> All consulting and training services ordered by County shall be provided by Oracle in accordance with the terms of and shall reference this Agreement on the applicable Order Form.

In Section 3.3 of Article III, replace the word "requested" with the words "ordered on an appropriate Order Form", delete the word "actual" and add the following to the end of the sentence:

> , in accordance with 112.061, Florida Statutes.

In Section 4.3 of Article IV, add the word "materially" between the word "Customer" and the word "breaches" and replace the word "30" with the word "45" in that sentence.

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In Section 4.4 of Article IV, replace the words "are otherwise owed by" with the words "for services provided by" in the first sentence.

In Section 4.5 of Article IV, add the following at the end thereof:

> Notwithstanding the foregoing, Oracle understands that Customer's backup and archival procedures may create copies of the Programs which cannot reasonably be removed from archival storage. Customer shall use its best efforts to remove and destroy or return such copies, but Customer does not warrant such removal. Customer warrants that use of such archived copies of the Programs after termination shall cease.

Delete Section 5.1 of Article V in its entirety and replace with the following:

> If any third party claims any Programs provided by Oracle infringe a patent, copyright, or other property right, Oracle shall defend, indemnify, and save Customer harmless from and against any such claim at Oracle's sole cost and expense, and shall pay all costs, damages, and attorney's fees for such defense, as well as those which a court may ultimately award, provided that Customer promptly notifies Oracle of the claim in writing within 45 days and allows Oracle sole control of such defense and/or related settlement. Customer further agrees to cooperate fully with Oracle in any defense and as necessary in any related settlement negotiations. Oracle shall have no liability for any claim of infringement based on use of a superseded or altered release of Programs if the infringement would have been avoided by the use of a current unaltered release of the

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Programs which Oracle provides to Customer.

If such a claim is made or appears likely to be made, Oracle shall take any and all commercially reasonable steps necessary, at Oracle's sole cost and expense, to (a) procure the proper rights or licenses to allow Customer continued and uninterrupted use of the Programs; or (b) make modifications to the Programs so as to make the Programs non-infringing or (c) should (a) or (b) be impractical, or the use of the Programs or portion thereof is prevented by a legal injunction requiring Customer to stop using the Programs, then in that event, Oracle will refund to Customer an amortized amount of the aggregate license fees paid on a 30 month straight line basis.

The foregoing states the entirety of liability of Oracle with respect to infringement of patents and copyrights or other rights of a third party in connection with the Programs.

Under Section 5.1 of Article V, add the following paragraph as Section 5.1.1:

5.1.1. General Indemnification

Oracle shall indemnify and save harmless and defend the County, its agents, servants, and employees from and against any and all claims, liability, losses and/or causes of action for personal injury or damage to real or tangible personal property which may arise from any intentional or negligent act or omission by Oracle, its agents, servants, or employees in the performance of services under the Agreement while on the premises or facilities of the County.

(g:\common\updata\eng\iss\oracle.amd)
PFK/me; Revised 10/3/94

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Under Section 5.3 of Article V, add the following paragraph as Section 5.3.1:

5.3.1. Further Remedies

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In Section 6.1 of Article VI, delete everything in the third sentence after the words "invoice date" delete the fourth sentence in its entirety and replace that sentence with the following:

Payment will be made in accordance with applicable Florida Statutes in relation to prompt payment.

Delete Section 6.2 of Article VI in its entirety and replace with the following:

6.2 Taxes

The County is a tax-exempt subdivision of the State of Florida and will provide a certificate of such status.

Under Article VI, add the following paragraph as Section 6.3:

6.3 Availability of Funds

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners. Notwithstanding the foregoing, the County agrees that it will use its best efforts to obtain

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appropriation of the necessary funds to avoid termination of the Agreement. In the event of non-appropriation, the County will provide Oracle with notice of its performance of this condition. The County represents and warrants that it has adequate funds to meet its obligation during its current fiscal year. The County's fiscal year is October 1 to September 30. The County shall notify Oracle of such non-appropriation prior to renewal of services, or the acquisition of Programs and services or shall be obligated to pay fees that have accrued or Programs or services that have been delivered.

In Section 7.2 of Article VII, replace the words "State of California" with the words "State of Florida" and delete the following portion of that section in its entirety.

Delete Section 7.3 of Article VII in its entirety.

[7.3 Deleted]

Delete the first paragraph of Section 7.4. of Article VII in its entirety and replace with the following:

7.4 Notice

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Palm Beach County - ISS
301 North Olive Ave. - 8th Flr.
West Palm Beach, Florida 33401

and if sent to Oracle shall be mailed to:

Oracle Corporation
Legal Department
500 Oracle Parkway
Redwood Shores, CA 94065

Any change in where notice is to be
sent shall be provided to the other
party in accordance with this
Section.

In Section 7.5 of Article VII, delete everything after
the words "giving rise to the liability" in the second sentence of
the first paragraph and add the following sentence to the end of
that paragraph:

Oracle's liability which is based
upon the provisions of Article V
herein is not limited by this
section.

Delete Section 7.6. of Article VII in its entirety and
replace with the following:

7.6. Severability

If any term or provision of this
Agreement, or the application
thereof to any person or
circumstances shall, to any extent,
be held invalid or unenforceable to
the remainder of this Agreement, or
the application of such term or
provision, to persons or
circumstances other than those as to
which held invalid or unenforceable,
shall not be affected, and every
other term and provision of this
Agreement shall be deemed valid and
enforceable to the extent permitted
by law.

In Section 7.7 of Article VII, delete the second sentence
in its entirety.

In Section 7.9 of Article VII, add the following
paragraph to the end thereof:

Oracle is, and shall be, in the
performance of all work, services
and activities under this Agreement,
an independent contractor, and not
an employee, agent, or servant of
the County. All persons engaged in

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any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Oracle's sole direction, supervision, and control. Oracle shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Oracle's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

Delete Section 7.10. of Article VII and replace with the following:

7.10. Entire Agreement

Customer and Oracle agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein and prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. The parties further agree that this Agreement supersedes any prior Software License and Services Agreements between the parties excluding any provisions, terms or covenants regarding pricing, discounts and options for Programs or services that are not contained in this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

Add the following paragraph as Section 8.1. of new Article VIII:

8.1. Contingent Fees

Oracle warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Oracle to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Oracle, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Add the following paragraph as Section 8.2. of new Article VIII:

8.2. Access and Audits

Oracle shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least 3 years after the completion of this Agreement. Upon prior written notice and Oracle's consent, the County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at Oracle's place of business. Provided, however that such audit (i) shall not violate any nondisclosure or confidentiality agreements Oracle has with any third parties; (ii) shall be performed during Oracle's normal business hours and does not unreasonably interfere with normal business operations; (iii) shall be made upon prior written notice; (iv) shall be conducted no more than once annually except for good cause shown by the County; and (v) results shall be

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Add the following paragraph as Section 8.3. of new Article VIII:

8.3 Nondiscrimination

Oracle warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

Add the following paragraph as Section 8.4. of new Article VIII:

8.4. Enforcement Costs

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled as may be awarded by a court of competent jurisdiction.

Add the following paragraph as Section 8.5 of new Article VIII:

8.5 Oracle Policies

Oracle agrees to provide the County copies of its current policies which are referred to in this Agreement

within 30 days from the Effective
Date hereof. Oracle further agrees
to provide the County with copies of
any amendments to those policies
prior to the effective date of such
procurement by the County.

Other than as provided herein, the Agreement remains
unchanged and in full force and effect.

The Effective Date of this Addendum One and the
Agreement shall be the date first above written.

IN WITNESS WHEREOF, the Board of County Commissioners of
Palm Beach County or its designee has made and executed this
Agreement on behalf of the County and Oracle has hereunder
set its hand and seal the day and year above written.

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS
By:

_____

DOROTHY H. WILKEN, CLERK
Board of County Commissioners

By _____
          DEPUTY CLERK
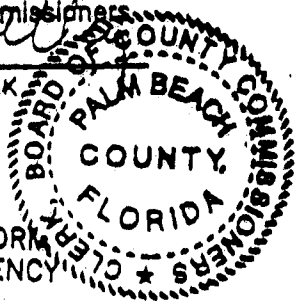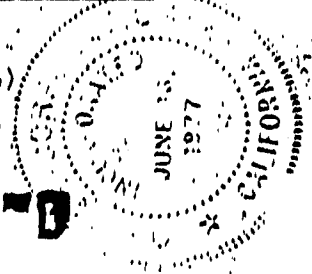
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
          COUNTY ATTORNEY

ORACLE CORPORATION

_____
(Signature)

Shelley S. Curtis
Senior Corporate Counsel
_____
Title

(CORPORATE SEAL)

R95-232-D

FEB 21 1995

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