

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: INFORMATION TECHNOLOGY

AGENDA DATE: April 7, 2009

CONTACT PERSON/PHONE: GARY GORDIER, CIO & IT DIRECTOR/541-4288  
TERRENCE FREIBURG, PURCHASING MANAGER, 541-4313

DISTRICT(S) AFFECTED: ALL

**SUBJECT:**

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Request that the Purchasing Manager, Financial Services, Purchasing Division, be authorized to issue a Purchase Order to Oracle Corporation, the current provider of the PeopleSoft ERP System used for all City financial accounting and payroll processing. The IT Department has budgeted and will pay for this license extension and associated support maintenance. This will insure the continued functionality of high priority systems which support all city departments and continue to provide cost effective and stable service. Total Amount is \$128,659.27 for the balance of FY2009. This includes one-time license cost of \$117,809.95 and \$10,849.32 support/maintenance.

Additionally, it is requested that the City Manager be authorized to execute any related contract documents and agreements necessary.

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

In 2001 the City entered into a contract with PeopleSoft Corporation to acquire and licensing for their Human Resources and Financial Management Enterprise Resource Planning System. Oracle Corporation subsequently acquired PeopleSoft Corporation. Contained in that contract are provisions for additional license fees at different trigger points. Fiscal year 2009 the first trigger point was reached, in that the City's General Fund exceeded \$300,000,000. This triggers an additional one-time license charge. Further, the effective trigger point is now increased to \$360,000,000. This authorization covers this one-time license fee and covers the support/maintenance charges for the remainder of FY2009. This system is the central part of all the City's financial, payroll and human resource processing.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

Yes

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

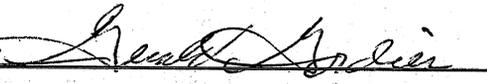
Total Estimated Amount Not to Exceed \$102,000.00

FUNDING IS IN THE INFORMATION TECHNOLOGY FY09 GENERAL FUND ACCOUNT:  
39010351-01101-502202 - \$128,659.27

BOARD / COMMISSION ACTION: N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

LEGAL: (if required) \_\_\_\_\_ FINANCE: (if required) \_\_\_\_\_

DEPARTMENT HEAD: Gary Gordier, CIO and IT Director 

(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

APPROVED FOR AGENDA: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCIAL SERVICES, PURCHASING DIVISION

DATE: April 2, 2009

TO: Municipal Clerk

FROM: Terrence Freiburg

Ray Heredia

FINANCIAL SERVICES,  
PURCHASING DIVISION

PROCUREMENT ANALYST

Please place the following item on the Regular Agenda for the Council Meeting of April 7, 2009.

Item should read as follows: That the Purchasing Manager be authorized to issue a Purchase Order to Oracle Corporation in the amount of \$128,659.27. Oracle Corporation is the current provider of PeopleSoft ERP System that will include one one-time license cost of \$117,809.95 and \$10,849.32 cost for maintenance and support.

Award amount is \$128,659.27

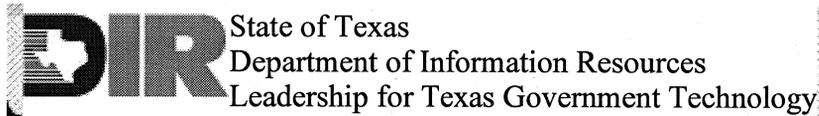
Fund Source - 39010351-502202-01101 Information Services, Data Process Service Contracts, Operating Account

Department: Information Technology

SPECIAL INSTRUCTIONS:

City Clerk's Use

ITEM NO. \_\_\_\_\_



[DIR Home](#) | [Store](#) | [Document Library](#) | [Education & Training](#) | [DIR Overview](#) | [Site Map](#)

## **DIR Store - Products and Services**

- [Buyer Alerts](#)
- [Overview](#)
- [Go DIRect Program](#)
- [Customer Eligibility](#)
- [Customer FAQs](#)
- [Vendor FAQs](#)

## **Related Information**

- [Contracting and Procurement Services Division](#)
- [Current Contracting Initiatives](#)

# Go **DIRect**

## *for Oracle Software and Services*

Oracle Corporation and its named resellers offer Oracle software, technical support, professional services, and learning credits to Texas governmental entities at discounted prices through DIR's [Go DIRect Program](#).

- [Product and Pricing Information](#)
- [How to Order](#)
- [Contract Information](#)
- [Contacts](#)

## **Product and Pricing Information**

- Visit the [Oracle website](#) for more information. Contact an Oracle or reseller representative for information or to place an order.
- The representative will issue an order form which reflects the discounts and DIR administrative fee defined in the contract. Discounts vary based on the dollar amount of the transaction. Per transaction, there is no difference in price, whether you choose Oracle or a reseller.

## **How to Order**

- Generate a purchase order, made payable to **the party from whom you order**.  
**Note:** You must reference Contract Number **DIR-VPC-03-018** on your purchase order.
- Fax your purchase order to the party from whom you order.

## **Contract Information**

To access PDF files use the free [Adobe Acrobat Reader](#).

Contract [DIR-VPC-03-018](#) expires 04/20/2010 (4.69 MB)

[Amendment 3](#) (17 KB)

[Amendment 4](#) (17 KB)

[Amendment 5](#) (14 KB)

[Amendment 6](#) (14 KB)

[Amendment 7](#) (14 KB)

## **Search DIR**



[Advanced Search](#)

[Amendment 8 \(88 KB\)](#)  
[Appendix B, E-Business Suite Price List \(238 KB\)](#)  
[Appendix B, Oracle Technology Price List \(328 KB\)](#)  
[Appendix B, Business Intelligence Price List \(121 KB\)](#)  
[Appendix B, On Demand Price List \(273 KB\)](#)  
 Additional Appendix B, Oracle Price Lists (Not currently available.)  
[Appendix E, License and Support Ordering Document \(127 KB\)](#)  
[Appendix F, Oracle Service Rates \(18 KB\)](#)  
[Appendix G, Technical Services Ordering Document \(51 KB\)](#)  
[Appendix G, Exhibit 1, T&M Ordering Document \(33 KB\)](#)  
[Appendix G, Exhibit 2, FPE Ordering Document \(44 KB\)](#)  
[Amendment 9 \(16 KB\)](#)  
[HUB Subcontracting Plan \(79 KB\)](#)

## Contacts

### Vendor Contacts

Vendor	HUB	Contact	Address
<b>Oracle Corporation</b> <b>Vendor ID: 194-287-1189-900</b>	No	Application License Sales: Juan-Carlos Martinez Phone: 512-632-6680 Support Renewals: Derek Bishop Phone: 512-671-5163 Education Sales: Karen Ferguson Phone: 916-315-4527 Consulting Sales: Vic Bentley Phone: 972-740-2917 Technology License Sales: Craig DeAngelis Phone: 214-621-9180	1910 Oracle Way Reston, VA 20190
<b>DLT Solutions</b> <b>Vendor ID: 154-159-9882-000</b>	No	Ben Henning Phone: 703-708-9137 Fax: 703-709-8450	13861 Sunrise Valley Drive Suite 400 Herndon, VA 20171
<b>Mythics</b>	No	Doug Altamura	1439 N. Great

<b>Vendor ID: 154-198-7871-300</b>		Phone: 757-412-4020 Fax: 757-412-1060	Neck Road Suite 201 Virginia Beach, VA 23454
<b>RFD &amp; Associates, Inc.</b> <b>Vendor ID: 174-273-6774-700</b>	Woman Owned	<u>Barbara Nadalini</u> Phone: 512-786-6497 Fax: 512-347-9412 <u>Melissa Marshall</u> Phone: 512-628-2633 Fax: 512-347-9412	401 Camp Craft Rd. Austin, Texas 78746
<b>Solbourne Computers</b> <b>Vendor ID: 194-302-0446-100</b>	No	John Smylie Phone: 214-213-4822 Fax: 214-378-8753	4001 Discovery Drive Suite 210 Boulder, CO 80303

**DIR Contract Contact**

Phyllis Benitez  
Phone: 512-463-4854



**Department of Information Resources**  
300 West 15th St., Suite 1300  
Austin, TX 78701 ([Map & Directions](#))  
1-512-475-4700

[Privacy & Security Policy](#)  
[Accessibility](#) | [Open Records Policy](#)  
[Link Policy](#) | [Compact with Texans](#)  
[DIR Contacts](#) | [dirinfo@dir.state.tx.us](mailto:dirinfo@dir.state.tx.us)

Last updated February 10, 2009



Support Services for the Initial Services Term	PeopleSoft, Inc.	N/A	\$188,365
<b>TOTAL SERVICES FEES:</b>			<b>\$376,365</b>
<b>TOTAL FEES:</b>			<b>\$1,422,835</b>

1. **Specific Licensed Use:** Licensee's use of the Software, Tools and Third Party Software is limited to each of the following restrictions.

<b>Territory</b>	United States
<b>Global Version<sup>8</sup></b> (indicate the country specific global version for each country within the Territory in which or for which the Software, Tools and Third Party Software will be used)	American English and associated functionality
<b>Base Employee Count</b>	6,000
<b>Base Budget</b>	\$300 Million
<b>Database Version</b>	Oracle (eCenter)
<b>Operating System</b>	Sun Solaris
<b>Hardware Model</b>	Any Supported Platform

2. **Payment Terms:** Licensee shall pay, or cause a third party to pay, PeopleSoft one hundred percent (100%) of TOTAL FEES on or before that date which is the earlier of (i) ninety (90) calendar days after the Schedule Effective Date or (ii) thirty (30) calendar days after installation of the Software. 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.

3. **Services Terms and Conditions:**

3.1 **Support Services Terms:** For a period commencing upon the Schedule Effective Date and terminating one (1) year thereafter ("Initial Services Term"), Licensee shall receive Support Services for the Supportable Modules for the version which meets the technical environment set forth in section entitled "Specific Licensed Use" for the fees set forth above. Thereafter, in the event Support Services are to be provided for the Supportable Modules licensed pursuant to this Schedule, Licensee shall pay PeopleSoft Support Services fees in effect at the time such Support Services are renewed. However, for the four years following the Initial Services Term, in no event shall Support Services Fees for the Supportable Modules licensed pursuant to this Schedule exceed 110% of the prior year's Support Services Fees.

3.2 **Training:** PeopleSoft shall provide Licensee with the number of training units set forth in the table above for use at a PeopleSoft training facility, at the price set forth in the applicable Schedule. Licensee may use training units for training at Licensee's site only as the parties mutually agree in writing. Licensee must use training units within one (1) year from the Schedule 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.

4. **Incremental License Fees**

4.1 **Incremental License Fees for the EC Software:** Licensee may use the EC Software licensed pursuant to this Schedule in accordance with the terms of this Schedule and the Agreement, to process its data at no additional license fee, provided that the Employee Count does not exceed 6,000 ("**Base Employee Count**"). Each year on the Anniversary Date (defined as the month and date of the Schedule Effective Date), Licensee shall report to PeopleSoft the Employee Count as of such Anniversary Date and, in the event the Employee Count as of such Anniversary Date exceeds the Base Employee Count, shall pay additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount \$101,550, Licensee's Base Employee Count shall be modified to increase by 1,200. Licensee shall pay as many increments of \$101,550 as necessary so that the Base Employee Count exceed the Employee Count as of that particular Anniversary Date. "**Employee Count**" shall mean the full or part time employees

<sup>7</sup> PeopleSoft's Training Administrator's Guide and Course Curriculum guide in effect at the time of enrollment sets forth by class offering the number of training units required for each student to attend such class offering.

<sup>8</sup> Notwithstanding anything in the Agreement to the contrary, Licensee is licensed to use and access only those languages and country specific features/functionality of the global Software version that are available as of the Schedule Effective Date. Any additional languages or country specific features/functionality of the global Software version that may become available after the Schedule Effective Date may be used and accessed by Licensee only after Licensee has executed a schedule with PeopleSoft for such additional languages or country specific features/functionality.



of Licensee and all related entities for whom Licensee and such related entities withhold payroll taxes, and contractors who are or would be deemed "employees" under applicable laws. "EC Software" shall mean those Software modules licensed pursuant to this Schedule which are priced based upon the Employee Count, as indicated in the table above.

**4.2 Incremental License Fees for the RB Software :** Licensee may use the RB Software licensed pursuant to this Schedule in accordance with the terms of this Schedule and the Agreement, to process its data at no additional license fee, provided that the Reported Operating Budget does not exceed \$300 million ("Base Budget"). Each year on the Anniversary Date (defined as the month and date of the Schedule Effective Date), Licensee shall report to PeopleSoft the Reported Operating Budget as of such Anniversary Date, and, in the event the Reported Operating Budget as of such Anniversary Date exceed the Base Budget, shall pay additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount \$107,744, Licensee's Base Budget shall be modified to increase by \$60 million. Licensee shall pay as many increments of \$107,744 as necessary so that the Base Budget exceed the Reported Budget as of that particular Anniversary Date. "Reported Operating Budget" shall be defined as "The General Fund appropriations of the City of El Paso, adopted annually by a resolution of City Council. This amount excludes the Solid Waste Department and the operations of the Civic Center." "RB Software" shall mean those Software modules licensed pursuant to this Schedule, which are priced based upon Reported Operating Budget, as indicated in the table above.

**5. Separate Agreement.** PeopleSoft and Licensee acknowledge and agree that pursuant to an independent Consulting Services Agreement executed between the parties, PeopleSoft may provide services regarding the Software licensed hereunder. Licensee understands and agrees that such Consulting Services Agreement and associated Statements of Services that may be signed are separate and independent contractual obligations from any Schedule or amendment thereto relating to the license of Software. Licensee shall not withhold payments that are due and payable pursuant to this Schedule or any other Schedule(s) or amendment(s) thereto because of the status of work performed under any executed Consulting Services Agreement and associated Statement of Services. In addition, the parties acknowledge that the ability to provide such services: (i) are not exclusive or specific to PeopleSoft; and (ii) are commercially available from a variety of third party service providers. The types of services for which the parties may execute a Consulting Services Agreement are standard implementation assistance services that do not include complex interfaces, substantial customizations and modifications.

**6. Definitions:** Unless otherwise set forth herein, capitalized terms used herein shall have the same meaning ascribed to them in the Agreement. Notwithstanding anything in the Agreement to the contrary, terms defined pursuant to this Schedule shall have the meanings ascribed to them pursuant to this Schedule.

"Support Services" means those services offered by PeopleSoft which are designed to support the Supportable Modules, and the standard terms and conditions thereto, in effect on the later of the following: (a) the date fees are received for such services offered by PeopleSoft which are designed to support such Supportable Modules; and (b) the first date of the period for which services offered by PeopleSoft which are designed to support such Supportable Modules, are provided.

"Supportable Modules" are those Software Modules for which PeopleSoft offers some sort of maintenance services, and are comprised of (i) Software excluding the Third Party Software modules; (ii) Tools; and (iii) those Third Party Software modules specifically designated in the Schedule as "Supportable Modules".

"Third Party Software" means all or any portion of the then commercially available version of the binary computer software programs, but not source code, licensed by PeopleSoft from third parties and sublicensed to Licensee, listed on the applicable Schedule as being licensed by Licensee with a "Manufacturer" indication other than PeopleSoft, Inc.

"Updates" means, notwithstanding anything in the Agreement to the contrary, subsequent releases of the Supportable Modules which are generally made available to licensees of the Supportable Modules which are similarly situated to Licensee, as part of Support Services at no additional charge, other than media and handling charges. Updates shall not include any releases, enhancements, functionality or products which PeopleSoft licenses separately or provides at a fee separate from the Support Services fee. Updates are delivered only on an if and when available basis.

**7. Expiration of Offer:** The offer set forth in this Schedule and in the Agreement is valid only through March 23, 2001, and if the Schedule and Agreement, if applicable, are not executed by such date, the offer is rescinded, all terms are null and void, and neither party shall have any obligation in relation thereto.



8. Miscellaneous Information:

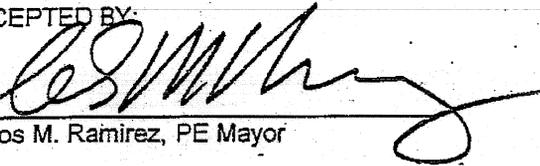
8.1 Title to Physical Media: Notwithstanding anything in the Agreement to the contrary, title to the physical media for the Licensed Rights vests in Licensee upon shipment thereof to Licensee.

8.2

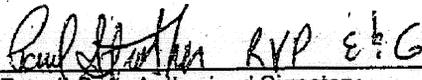
SHIPPING INFORMATION	BILLING INFORMATION	SITE INFORMATION	TRAINING ADMINISTRATOR
Contact: Byron Johnson	Contact: same	Contact: same	Contact: same
Address: 2 Civic Center Plaza	Address:	Address:	Address:
City hall, 7 <sup>th</sup> Floor			
El Paso, TX 79901			
Phone: 915-541-4308	Phone:	Phone:	Phone:
Fax: 915-541-4347	Fax:	Fax:	Fax:

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

ACCEPTED BY:

  
Carlos M. Ramirez, PE Mayor

ACCEPTED BY:

  
Paul Horton RVP E&G  
PeopleSoft, Authorized Signatory

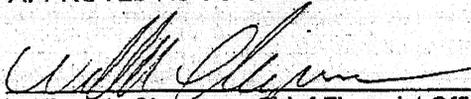
ATTEST:

  
Carole Hunter, City Clerk

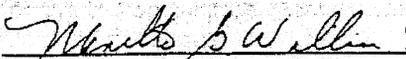
APPROVED AS TO FORM:

\_\_\_\_\_  
PeopleSoft Legal

APPROVED AS TO CONTENT:

  
William A. Chapman, Chief Financial Officer

APPROVED AS TO FORM:

  
Nnette G. Williams, Assistant City Attorney

# License Verification Form

**Customer Name:** City Of El Paso

Metric	Current (To be filled out by customer)	Software Modules
<b>Employee Count*</b>	3577	Human Resources, eRecruit, eProfile, eCompensation, eDevelopment, Benefit Administration, eBenefit, Payroll for North America, Pension Administration, Enterprise Portal
<b>Reported Budget*</b>	\$315,826,293	General Ledger (E&G), Budget Planning (E&G), Assets (E&G), Payables (E&G), Receivable (E&G), Projects (E&G), Purchasing (E&G), Inventory (E&G), Billing (E&G)

*\*Note: Please provide the total current Reported Budget for the above listed organization as defined in the Schedule dated March 03, 2001. Please certify this information by signing below.*

<b>Date of Initial License Agreement:</b> March 03, 2001	<b>Currency:</b> USD
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**Authorized Customer Representative:**

**Signature:**  **Date:** 3/10/2009  
*Transmitted copies of this form are considered documents equivalent to the original documents.*

**Printed Name:** Gerald Gordier **Title:** CIO & Director of I.T.

**Mail or fax the signed, original letter to:**

Sara Avvenire  
 Oracle USA, Inc.  
 500 Oracle Parkway,  
 Redwood Shores, CA 94065  
 Fax: (650) 633-3366  
 Alt Fax: (650) 633-1893  
 E-Mail: sara.avvenire@oracle.com

**ORACLE**

**ORACLE ORDERING DOCUMENT**

<b>Your Name</b>	City Of El Paso	<b>Your Contact</b>	Gary Gordier
<b>Your Location</b>	2 Civic Center Plaza El Paso TX, 79901	<b>Phone Number</b>	915-541-7288
		<b>Email Address</b>	gordierg@elpasotexas.gov

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**ORACLE CONTRACT INFORMATION**  
**Agreement: Software License and Services Agreement**  
**Agreement Name: (US-PSFT-SLSA- 36239-13-MAR-2001) -**  
 This ordering document incorporates by reference the terms of the agreement specified above. The following defined and capitalized terms in the referenced agreement between you and Oracle USA, Inc. (formerly known as PeopleSoft USA, Inc.) hereinafter "Oracle" shall have the same meaning as the stated terms in this ordering document: "Agreement" and "agreement"; "Licensee" and "you"/"your"; "Software" and "program"; "Support Services" and "technical support"; "Documentation" and "program documentation"; "Third Party Software" and "third party programs"; "Schedule" and "ordering document"; and "Supportable Modules" and "supportable programs".

**A. Description and Fees for Ordered Programs and Services**

You have ordered the programs licenses and technical support services from April 17th, 2009 until September 15th, 2009 described below:

Listed below is a summary of net fees due under the ordering document. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

**Peoplesoft Enterprise**

Product Description / License Type	Quantity	Net Fee
PeopleSoft Enterprise General Ledger - Reported Operating Budget License	Per 60,000,000	12,234.46
Software Update License & Support		1,143.00
PeopleSoft Enterprise Receivables - Reported Operating Budget License	60,000,000	11,022.55
Software Update License & Support		1,029.78
PeopleSoft Enterprise Payables - Reported Operating Budget License	60,000,000	8,569.89
Software Update License & Support		800.64

PeopleSoft Enterprise Asset Management (aka Fixed Asset Accounting)- Reported Operating Budget	60,000,000	
License		7,357.99
Software Update License & Support		687.42
PeopleSoft Enterprise Budget Planning For E&G (Retired Program)- Reported Operating Budget	60,000,000	
License		12,234.46
Software Update License & Support		1,143.00
PeopleSoft Enterprise Project Costing - Reported Operating Budget	60,000,000	
License		12,234.46
Software Update License & Support		1,143.00
PeopleSoft Enterprise Billing - Reported Operating Budget	60,000,000	
License		8,569.89
Software Update License & Support		800.64
PeopleSoft Enterprise Purchasing - Reported Operating Budget	60,000,000	
License		13,475.21
Software Update License & Support		1,258.92
PeopleSoft Enterprise Inventory - Reported Operating Budget	60,000,000	
License		13,475.21
Software Update License & Support		1,258.92
PeopleSoft Enterprise Enterprise Portal - Reported Operating Budget	60,000,000	
License		8,569.89
Software Update License & Support		800.64
		<b>Net Fee</b>
Oracle Programs License Fees		107,744.01
Oracle Programs Support Fees		10,065.95
<b>Net Fee</b>		<b>117,809.95</b>
<b>Total Fees</b>		<b>117,809.95</b>

QTY 1 \* Price =

**B. General Terms**

**1. Commencement Date**

All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this ordering document if shipment of tangible media is not required.

**2. Fees, Invoicing, and Payment Obligation**

a. All fees due under this ordering document shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

b. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

c. License and services fees are invoiced as of the commencement date. Service fees are invoiced in advance of the service performance; specifically, technical support fees are invoiced annually in advance.

d. In addition to the fees listed in section A, Oracle will invoice you for any applicable shipping charges or applicable taxes.

**3. Delivery and Installation**

a. You shall be responsible for installation of the software.

b. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed in section A. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date below of the software and related program documentation for each program listed in section A. Provided that you have continuously maintained technical support for the programs listed in section A, you may continue to download the software and related program documentation for the programs listed in section A. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise.

**4. Source Code**

Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document and program documentation.

**5. Order of Precedence**

In the event of any inconsistencies between the agreement and this ordering document, this ordering document shall take precedence.

**6. Segmentation**

The program licenses provided in this ordering document are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.

## 7. Territory

The program licenses and services described in section A are for use in the U.S.

## C. Future Purchases

### 1. Additional Copies of Programs

Provided that you have continuously maintained technical support for the programs listed in section A, you may order media packs at the standard media fee in effect at the time your order is placed provided the programs listed in section A for use on the computer/operating system combination requested by you are available in a production release.

## D. Technical Support

### 1. Technical Support Policies

For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, 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 policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

### 2. Effective Date

Technical support is effective upon the effective date of the ordering document, from April 17<sup>th</sup>, 2009 until September 15<sup>th</sup>, 2009; unless otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

### 3. Renewal

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS, will not increase by more than 5% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 5% over the prior year's fees.

### 4. Support Level

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

**E. Other**

**1. Pricing Pursuant to Expansion**

The program licenses in section A with the license type(s) Reported Operating Budget are ordered and subject to the applicable fees and terms of the ordering document between you and Oracle dated 23-MAR-2001. As of the effective date of this ordering document, your actual Reported Operating Budget is greater than or equal to 300,000,000. The Summary lists the program licenses acquired prior to the effective date, program licenses acquired under this ordering document and the total number of program licenses acquired to date.

**Summary**

Program	License Type	Acquired Licenses Prior to Effective Date	Number of Program Licenses Acquired under Section A	Total Number of Program Licenses Acquired as of the Effective Date (Under This Ordering Document)
Those programs specified in Section A of this ordering document, of the License Type(s) specified in the License Type column	Reported Operating Budget	300,000,000	60,000,000	360,000,000

By signing below, the parties agree that the agreement and this ordering document constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the customer's purchase order or elsewhere, shall apply. The offer is valid through 17-APR-2009 and shall become binding upon execution by you and acceptance by Oracle.

City Of El Paso

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature Date \_\_\_\_\_

Effective Date \_\_\_\_\_

( to be completed by Oracle )

ORACLE USA, INC.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature Date \_\_\_\_\_

RQ 2009001679

39010351 - 01101

502202 - 39001

DIR-VPC-03-018

**ORACLE ORDERING DOCUMENT**

Your Name  
Your Location

City Of El Paso  
Information Services  
Two Civic Center Plaza Basement  
EL PASO  
TX 79901

Your Contact  
Phone Number  
Email Address

Gary Gordier  
915541-7288

**ORACLE CONTRACT INFORMATION**

Agreement: Software License and Services Agreement

Agreement Name: (US-PSFT-SLSA-PS7958-US-13-MAR-2001)

This ordering document incorporates by reference the terms of the agreement specified above. The following defined and capitalized terms in the referenced agreement between you and Oracle USA, Inc. (formerly known as PeopleSoft USA, Inc.) hereinafter "Oracle" shall have the same meaning as the stated terms in this ordering document: "Agreement" and "agreement"; "Licensee" and "you"/"your"; "Software" and "program"; "Support Services" and "technical support"; "Documentation" and "program documentation"; "Third Party Software" and "third party programs"; "Schedule" and "ordering document"; and "Supportable Modules" and "supportable programs".

**A. Description and Fees for Ordered Programs and Services**

You have ordered the program licenses and technical support services (FROM 17-APR-2009 TO 15-SET-2009) described below:

Listed below is a summary of net fees due under the ordering document. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

**Peoplesoft Enterprise**

Product Description / License Type	Quantity	Net Fee
PeopleSoft Enterprise Cash Management - Reported Budget Perpetual	60,000,000	
License	<i>Per</i>	5,714.29
Software Update License & Support		485.33
PeopleSoft Enterprise Activity Based Management - Reported Budget Perpetual	60,000,000	
License		4,285.71
Software Update License & Support		363.99
		<b>10,849.32</b>

	Net Fee
Oracle Programs License Fees	10,000.00
Oracle Programs Support Fees	849.32
<b>Net Fee</b>	<b>10,849.32</b>
<b>Total Fees</b>	<b>10,849.32</b>

Qty 1 Price =

**B. General Terms**

**1. Commencement Date**

All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this ordering document if shipment of tangible media is not required.

**2. Fees, Invoicing, and Payment Obligation**

a. All fees due under this ordering document shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

b. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

c. License and services fees are invoiced as of the commencement date. Service fees are invoiced in advance of the service performance; specifically, technical support fees are invoiced annually in advance.

d. In addition to the fees listed in section A, Oracle will invoice you for any applicable shipping charges or applicable taxes.

**3. Delivery and Installation**

a. You shall be responsible for installation of the software.

b. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed in section A. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date below of the software and related program documentation for each program listed in section A. Provided that you have continuously maintained technical support for the programs listed in section A, you may continue to download the software and related program documentation for the programs listed in section A. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise.

**4. Source Code**

Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document and program documentation.

**5. Order of Precedence**

In the event of any inconsistencies between the agreement and this ordering document, this ordering document shall take precedence.

**6. Segmentation**

The program licenses provided in this ordering document are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.

**7. Territory**

The program licenses and services described in section A are for use in the U.S.