

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Noah Milov

From: Grant Ewert, Drawer No. AS04

Dept: Information Technology Ext. 7500

Date: 07/15/2025

Request (in detail): _____

Information Technology Division is working with Oracle to renew SaaS and IaaS for Polk County's environments, to include our Oracle Planning and Budgeting Cloud Service which is due for renewal annually in October. We have funding budgeted in our annual operating budget for this expense. Requesting for legal services to review the Ordering Document attached for SKUB73946 and request Board Signature as new renewal is over \$100,000 annually.

This is a second companion to item #25-1086 Oracle Cloud Services agreement | CAO 25-301 + 438

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:

Assign to: Noah

Date: 7/15/25

County Attorney Project No.: 25-447

Logged out: 7/15/25



ORDERING DOCUMENT

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

Name	POLK COUNTY	Contact	Grant Ewert
Address	330 W CHURCH STREET PO Box 9005, Drawer AS04 BARTOW FL 33830	Phone Number	1-863-5347580
		Email Address	grantewert@polk-county.net

Renew Subscription Term: 11-Oct-2025 to 10-Oct-2027

Services Period: 24 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B73946 - Oracle Planning and Budgeting Cloud Service - Hosted Named User	NORTH AMERICA	50	24 mo	86.40	103,680.00
Subtotal					103,680.00

Fee Description	Net Fee
Cloud Services Fees	103,680.00
Net Fees	103,680.00
Total Fees	103,680.00

A. Terms of Your Order

1. Applicable Agreement:

- a. Public Sector Agreement for Cloud Services US-CSA-CPQ-3826803

2. Cloud Payment Terms:

- a. Net 45 days from invoice date

3. Cloud Payment Frequency:

- a. Quarterly in Arrears

4. Currency:

- a. US Dollars

5. Offer Valid through:

- a. 10-OCT-2025

6. Service Specifications

- a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

7. Services Period

- a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Linking Language

You acknowledge and agree that the terms and conditions of this order are contingent upon the simultaneous execution of Cloud Services Agreement (US-CSA-CPQ-3826803) between the parties. If the parties do not simultaneously execute the amendment(s) with this order, this order shall be deemed to have no legal effect, even if executed.

2. Option Periods

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for one (1) additional 12-month renewal periods (each an "Option Period") for the fees specified in the table above. Professional Services are not included in the Option Years.

Option Period 1 (commencing the day after the last day of the Services Period specified on this order): \$[Total 12 -month annualized Cloud Services fees for the Services Period under this order] x 1.08

You must provide Oracle a minimum of 30 days' notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

3. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

POLK COUNTY

Signature _____

Name _____

Title _____

Signature Date _____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	POLK COUNTY	Customer Name	POLK COUNTY
Customer Address	330 W CHURCH STREET PO Box 9005, Drawer AS04 BARTOW FL 33830	Customer Address	330 W CHURCH STREET PO Box 9005, Drawer AS04 BARTOW FL 33830
Contact Name	Grant Ewert	Contact Name	Grant Ewert
Contact Phone	1-863-5347580	Contact Phone	1-863-5347580
Contact Email	grantewert@polk-county.net	Contact Email	grantewert@polk-county.net