CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Mar 13, 2014

Action Requested By: ITS

Agenda Type: Resolution

Subject Matter:
Rimini Street and Client are parties to the Agreement and Rimini Street and Client now wish to add Amendment No. 2, modify Exhibit A and add Exhibit B and to agree upon certain related terms and conditions regarding remote access to Client's non-production environments for PeopleSoft support.

Exact Wording for the Agenda:
Resolution authorizing the Mayor to amend an agreement with Rimini as adopted August 28, 2008 by Resolution 08-815 for support services for PeopleSoft® Products.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.
Rimini Street, Inc., has hosted and managed two PeopleSoft development and test servers for The City of Huntsville for many years. These servers are used to develop and test periodic state tax updates for our PeopleSoft environment for a number of years. We currently contract with Rimini for this service and will continue to receive tax updates from Rimini for as long as we remain on PeopleSoft. Due to recent litigation between Rimini and Oracle (owners of PeopleSoft) these servers cannot be hosted by Rimini. This agreement allows Rimini Street, Inc., access to servers hosted elsewhere and provides the city reimbursement of $15,000.00.

Associated Cost: <$15,000>

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: William Stone

Date: Mar 13, 2014

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **ITS**

Council Meeting Date: **3/13/2014**

Department Contact: **Tracy Rosser**

Phone # **256-427-5097**

Contract or Agreement: **Rimini**

Document Name:

City Obligation Amount: **<$15,000>**

Total Project Budget:

Uncommitted Account Balance:

Account Number: **01-8100-0508-7402**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating	Wm. [illegible]	3/5/14
2) Legal	Mary C Cates	3/5/14
3) Finance	[illegible]	3/10
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 14-_____

WHEREAS, the City of Huntsville, Alabama, previously entered into an agreement with Rimini for support services for PeopleSoft® Products dated August 28, 2008 ("Agreement"), Resolution 08-815;

WHEREAS, Rimini Street and Client are parties to the Agreement and Rimini Street and Client now wish to add Amendment No. 2, modify Exhibit A and add Exhibit B and to agree upon certain related terms and conditions regarding remote access to Client's non-production environments; and

WHEREAS, Client wishes to obtain a license from Rimini Street to run software that compiles COBOL code;

WHEREAS, pursuant to Agreement Section 5(D), as amended, Client either has contracted with, or will shortly contract with, Summit Technology, Inc. to enable Rimini Street to access Client's environments remotely;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed and he is hereby authorized to enter into an agreement with Rimini, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Amendment No. 2 to the Agreement between the City of Huntsville, Alabama and Rimini for PeopleSoft support services as adopted" consisting of four (4) pages, and the date of March 13, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tern of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 13th day of March, 2014.

_____

President of the City Council of the City of Huntsville, Alabama

APPROVED this the 13th day of March, 2014.

_____

Mayor of the City of Huntsville, Alabama

AMENDMENT NO. 2

This Amendment No. 2 ("Amendment") to that certain Support Services Agreement for PeopleSoft® Products dated August 28, 2008 ("Agreement"), Resolution 08-815, is made and entered into as of March 13, 2014 (the "Amendment Effective Date") by and between Rimini Street, Inc. ("Rimini Street") and City of Huntsville, Alabama ("Client").

This Amendment shall become part of and subject to the terms and conditions of the Agreement, which except as modified herein, remains unchanged and in full force and effect. However, to the extent that the terms and conditions expressly set forth in this Amendment conflict with the terms and conditions of the Agreement, the terms and conditions expressly set forth in this Amendment will prevail. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings assigned to such terms in the Agreement.

WHEREAS, Rimini Street and Client are parties to the Agreement and Rimini Street and Client now wish to agree upon certain related terms and conditions regarding remote access to Client's non-production environments; and

WHEREAS, Client wishes to obtain a license from Rimini Street to run software that compiles COBOL code;

WHEREAS, pursuant to Agreement Section 5(D), as amended, Client either has contracted with, or will shortly contract with, Summit Technology, Inc. to enable Rimini Street to access Client's environments remotely.

NOW, THEREFORE, in consideration of the mutual promises herein, the Agreement is hereby amended as follows:

1. Section 5(D) is hereby deleted and replaced with the following new Section 5(D):

   D. Access to Software. Client acknowledges that Rimini Street may need to access, install, work with, configure, test, and possibly modify certain Covered Products and Client archives in order to render the Services pursuant to this Agreement, and Client hereby authorizes Rimini Street to do so. Client shall provide Rimini Street with remote access to one or more non-production development and test environment(s) that include the Covered Products and Client archives (if any), together with all license codes and other software required for their proper operation (each a "**Non-Production Environment**"). Each Non-Production Environment and remote access connectivity thereto must meet the technical guidelines provided by Rimini Street to Client. Rimini Street agrees to reimburse Client's hosting fees paid to Summit Technology, Inc. ("Summit") under the following terms:

   1. Client will receive reimbursement of $15,000.00 for the fees associated with Client's Summit contract from the Amendment Effective Date through June 30, 2015.
   2. Client must provide a Summit invoice addressed to the Client in support of reimbursement. If the invoice is for a pro-rated period, Client must also provide proof of the hosting contract.
   3. Reimbursement will occur within 30 days of Rimini Street's receipt of sufficient documentation of Client's hosting agreement with Summit.
   4. Reimbursement of Summit fees will be made directly to Client by check or wire transfer.

2. Exhibit A is hereby amended by deleting the following fields in the top table thereof:

Development and Test Software to Be Provided:	Yes
Emergency Internet Access Methodology:	VPN, WebEx, TelNet

3. A new Exhibit B, "Rimini Street COBOL Compiler License," attached hereto, is hereby added to the Agreement following Exhibit A.

4. The address for Rimini Street shall be updated as follows: 3993 Howard Hughes Parkway, Suite 780, Las Vegas, NV 89169.

_____

President of the City Council
Date: March 13, 2014

AMENDMENT NO. 2

By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by, this Amendment.

RIMINI STREET, INC.	CLIENT
By:	By:
Date: March 7, 2014	Date: March 13, 2014
Name: Thomas Shay	Name: Tommy Battle
Title: SVP and CIO	Title: Mayor

AMENDMENT NO. 2

Exhibit B

to Support Services Agreement

Rimini Street COBOL Compiler™ License

This Exhibit B – Rimini Street COBOL Compiler™ License ("**Exhibit B**"), dated March 13, 2014 (the "**Effective Date**") is issued pursuant to that certain Support Services Agreement for PeopleSoft® Products dated August 28, 2008 (the "**Agreement**") between City of Huntsville, Alabama ("**Client**") and Rimini Street, Inc. ("**Rimini Street**"). Unless otherwise indicated herein, capitalized terms used in this Exhibit B without definition shall have the respective meanings specified in the Agreement and all section, exhibit and attachment references in this Exhibit B shall be to applicable sections, exhibits and attachments of the Agreement.

1. **General.**

   A. Subject to Client's performance of Client Obligations, Rimini Street will provide to Client a COBOL compiler tool ("**RSI Compiler**") to be used pursuant to the License Grant specified in Section 2 below.

   B. The terms contained in this Exhibit B, together with the terms contained in the Agreement, and any terms contained in the program files of the RSI Compiler, shall govern the licensing by Rimini Street of the RSI Compiler to the Client. Notwithstanding anything to the contrary, in the event of a conflict between this Exhibit B and either the Agreement, the terms in Exhibit B shall take precedence.

2. **License Grant.**

   A. The RSI Compiler is designated as an independently licensed software product and not provided to Client as Rimini Street Work Product pursuant to Section 9 of the Agreement.

   B. Subject to the restrictions below, Rimini Street grants Client a limited, non-exclusive, and non-transferable (except to the extent permitted under the Agreement), term license to use (i) one (1) copy of the RSI Compiler solely in Client's test and development environments and (ii) any RSI Compiler-related help files or instruction manuals generally made available by Rimini Street to its Clients ("**Documentation**"). The RSI Compiler is being licensed and not sold to Client, and Client shall have no title to the RSI Compiler or Documentation.

   C. Client agrees that it shall not:

      (i) sell, lease, distribute, grant access, license or sublicense, in any way, in whole or part, the RSI Compiler or Documentation to any third party, except as otherwise expressly provided in the Agreement;
      (ii) decompile, disassemble, re-program, analyze, translate, reverse-engineer or attempt to write or develop any derivative work or any other software based upon the RSI Compiler or Documentation, in whole or part (except as otherwise expressly provided in the Agreement); and
      (iii) remove any proprietary notices, including any statement regarding intellectual property rights, from the RSI Compiler or the Documentation.

3. **Term.** This Exhibit B shall be effective on the Effective Date and run concurrently with the Term of the Agreement and shall continue in full force and effect unless and until either this Exhibit B or the Agreement is terminated. Notwithstanding anything to the contrary, Rimini Street may terminate this Exhibit B for any reason by providing a written notice of termination ("**Notice of Termination**") to Client ninety (90) days prior to the date of termination. Rimini Street may also terminate this Exhibit B if Client is in breach of any term, condition or provision of this Exhibit B or the Agreement and such breach is not cured within thirty (30) days after the date of the Notice of Termination.

4. **Effect of Termination.** As of the date of termination of this Exhibit B, Client shall have no license to use the RSI Compiler and Documentation, shall immediately suspend its use of the RSI Compiler and Documentation, and shall return the RSI Compiler and Documentation to Rimini Street.

5. **Ownership.** The RSI Compiler contains products owned by third party licensors and licensed to Client by Rimini Street, not the third party licensor. Client acknowledges and agrees that the RSI Compiler and Documentation is owned by Rimini Street and its third party licensors, including all alterations, adaptations, modifications, improvements, and/or derivative works thereto, in whole or in part, which shall vest when created exclusively with Rimini Street and its third party licensors. If any third party licensor withdraws its product from the RSI Compiler, Rimini Street shall provide a Notice of Termination to Client that specifies an immediate termination of this Exhibit B.

AMENDMENT NO. 2

6. **Audit.** Upon reasonable notice, Rimini Street may verify Client's compliance with the terms of the license for the RSI Compiler and Documentation. Such audit will be conducted in a manner that minimizes disruption to Client's business and may be conducted during normal business hours. Rimini Street may use an independent auditor to conduct the audit, provided that Rimini Street has a written confidentiality agreement in place with such auditor.

7. **Warranty.** The warranty provided in Section 12 of the Agreement applies to the RSI Compiler. Rimini Street does not warrant uninterrupted or error-free operation of the RSI Compiler or that Rimini Street will correct all defects in the program. THE WARRANTIES PROVIDED IN SECTION 12 OF THE AGREEMENT ARE PROVIDED SOLELY BY RIMINI STREET. THE DISCLAIMERS PROVIDED IN SECTION 12 OF THE AGREEMENT ALSO APPLY TO RIMINI STREET'S THIRD PARTY LICENSORS. THOSE THIRD PARTY LICENSORS PROVIDE THEIR PRODUCTS "AS-IS," WITHOUT WARRANTIES OF ANY KIND.

8. **Transfer Control Compliance.** Client represents and covenants that (a) Client (and/or its parents, subsidiaries, affiliates, employees, agents, or other third parties, as applicable) is in compliance with, in good standing under, and has not violated, any United States laws, including the Export Administration Regulations, the International Traffic in Arms Regulations and the regulations administered by the Office of Foreign Assets Control of the Department of the Treasury or other similar laws or any foreign country (collectively, the "**Transfer Control Laws**"); (b) Client (and/or its parents, subsidiaries, affiliates, employees, agents, or other third parties, as applicable) is not, and never has been, named as a "debarred" party, "denied person or entity," "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; (c) Client will immediately notify Rimini Street in the event that Client (and/or its parents, subsidiaries, affiliates, employees, agents, or other third parties, as applicable) is named as a "debarred" party, "denied person or entity," or "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (d) Client will not engage in transfers of the RSI Compiler except in full compliance with all applicable Transfer Control Laws and the Agreement.

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

For Rimini Street, Inc.:	**For Client:**
Authorized Signature	Authorized Signature
Thomas Shay	Tommy Battle
Printed Name	Printed Name
SVP and CIO	Mayor
Title March 7, 2014	Title