

Maintenance Schedule

Licensee Name and Address

Offer is valid through: September 30, 2011

County of El Dorado

360 Fair Lane

Placerville, CA 95667

In accordance with the terms and conditions of the Contract 86/87-154 and CCA Agreement No. 64560 (the "Agreement") made between Computer Corporation of America ("CCA") and Licensee the 19th day of May, 1987, CCA hereby agrees to provide maintenance support services for the maintenance fee set forth below and in accordance with the terms and conditions of the Agreement.

LICENSED PRODUCTS

Model 204 Advantage Series

Model 204 Core System

Workshop

VTAM Interface

UL/DB2

MULTI-YEAR MAINTENANCE

Licensee agrees to acquire five (5) years of non-cancelable maintenance support services for one (1) copy of each of the Licensed Products commencing on July 1, 2011 through June 30, 2016.

Maintenance Schedule:

**Annual
Maintenance Fee**

1.	July 1, 2011 through June 30, 2012	\$ 136,746
2.	July 1, 2012 through June 30, 2013	\$ 136,746
3.	July 1, 2013 through June 30, 2014	\$ 136,746
4.	July 1, 2014 through June 30, 2015	\$ 136,746
5.	July 1, 2015 through June 30, 2016	\$ 136,746

1. Fiscal Considerations: The parties to the Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, Licensee shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and Licensee released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation, and subject to County giving CCA at least 30 days prior written notice.

2. Maintenance increase after the expiration of this agreement shall be capped at a maximum increase ten percent (10%).
3. Administrator: The County Officer or employee with responsibility for administering the Agreement is Kelly Webb, Acting Director of Information Technology, or successor.
4. Computer Corporation of America agrees to comply with Licensee's insurance requirements as set forth in Exhibit A attached hereto, provided, however, in the event a change of insurance requirements (per Item O. in such Exhibit A) results in additional cost or risk to CCA, CCA reserves the right to terminate its obligations hereunder.
5. **Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

LICENSED PRODUCTS ARE LICENSED FOR USE ON THE DESIGNATED EQUIPMENT IDENTIFIED BELOW.

PAYMENT TERM

Payment due annually. Payment term Net 10 days from date of annual invoice.

DESIGNATED SITE

Same as Licensee's address

DESIGNATED EQUIPMENT

<u>MAKE</u>	<u>MODEL</u>	<u>OPERATING SYSTEM</u>	<u>SERIAL NUMBER</u>
<u>IBM</u>	<u>z9 2096-F01</u>	<u>OS</u>	<u>02630EE</u>

LICENSEE ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT AND THIS MAINTENANCE SCHEDULE AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. In the event of conflict between this Maintenance Schedule and the Agreement, the terms and conditions of this Maintenance Schedule will govern.

LICENSEE

COMPUTER CORPORATION OF AMERICA

Signature: _____

Signature: 

Name: _____

Name: Elizabeth L. Klass

Title: _____

Title: M204 Business Area Executive, Americas

Date: _____

Date: August 18, 2011

EXHIBIT A
Insurance Requirements

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days

EXHIBIT A
Insurance Requirements

prior written notice to County, and;

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.