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# ORIGINAL

Agreement #C23-007  
Amendment 5  
CA Order Form

CA, Inc., 2291 Wood Oak Drive Herndon, Virginia 20171 ("CA")

Effective Date of this Order Form: 7/1/2014		
Customer Name: EL DORADO COUNTY (which may be referred to as "Customer" or "You" or "Licensee" in the referenced Agreement below)		Customer ID No: 49048
Customer Address: 360 Fair Ln, Placerville, CA, 95667-4107		
Billing Address: 360 Fair Ln, Placerville, CA, 95667-4107		
Billing Contact: Kelly Webb	Phone: 530 621 6565	E-mail: kelly.webb@edcgov.us
Shipment Address: 360 Fair Ln, Placerville, CA, 95667-4107		
Shipping Contact: Kelly Webb		Territory: (if blank, US only)
Technical Contact: Kelly Webb	Phone: 530 621 6565	E-mail: kelly.webb@edcgov.us

Name of Referenced agreement: <b>License Agreement dated March 28, 1991, Order Form and Addendum to Order Form dated March 28, 1991; Amendment No.1 dated 3/31/2004, Amendment No.2 dated 3/30/2007, Amendment No. 3 dated 3/31/2010, and Amendment No. 4 dated 6/1/2011</b> ("Master Agreement" with respect to CA Software and CA Support)	Agreement No.: LM-275181
Indicate here if there are changes to the terms of the Master Agreement in this Order Form: No; All such changes to the Master Agreement shall apply to all subsequent Order Forms unless stated otherwise.	For Customer Administrative Purposes Only: PO Required? No PO #:

**THIS ORDER FORM COVERS:**

CA SOFTWARE (WHICH MAY BE REFERRED TO AS "LICENSED PROGRAM", "SOFTWARE", OR "PRODUCT") LICENSED BY THE CUSTOMER FROM CA LIMITED BY THE SPECIFIC AUTHORIZED USE LIMITATION BASED ON THE LICENSING MODEL STATED AND/OR THE SUPPORT PROVIDED ARE GOVERNED BY (I) THIS ORDER FORM, (II) THE MASTER AGREEMENT SPECIFIED ABOVE, (III) CA SUPPORT POLICY AND TERMS, LOCATED AT [HTTP://SUPPORT.CA.COM](http://support.ca.com) WHERE SUPPORT IS PROVIDED, AND (IV) THE SPECIFIC PROGRAM DOCUMENTATION ("SPD") FOR SPECIFIED CA SOFTWARE AND/OR SUPPORT LOCATED AT [HTTP://WWW.CA.COM/LICENSEAGREEMENT](http://www.ca.com/licenseagreement) (TOGETHER REFERRED TO AS "AGREEMENT" WITH RESPECT TO CA SOFTWARE AND/OR SUPPORT).

The pricing and terms offered herein expire unless Customer executes and delivers this order to CA prior to 5pm Eastern Time on 6/30/2014, however this provision shall be null and void and have no legal effect if this order is countersigned by CA. In the event a payment due date falls on a weekend or a holiday the payment shall be payable by the Customer to CA on the business day immediately prior to such date.

**Payment Profile**

Due Date	Total Fees Due
7/1/2014	\$45,338.00 USD
7/1/2015	\$45,338.00 USD
7/1/2016	\$45,338.00 USD

**CA Mainframe Software Information (USD)**

Mainframe CA Software	Support	License Type	Operating System	Authorized Use Limitation	Start Date**	End Date	Ship (Y/N)	Usage and Maintenance Fee
CA Librarian Base+ LIB/AM+ TSO	Standard	UMF	MVS	88-MIPS	07/01/2014	06/30/2017	No	^
CA RC/Query® for DB2 for z/OS	Standard	UMF	MVS	88-MIPS	07/01/2014	06/30/2017	No	
CA RC/Update® for DB2 for z/OS	Standard	UMF	MVS	88-MIPS	07/01/2014	06/30/2017	No	
CA SOLVE:Access® Session Management	Standard	UMF	MVS	88-MIPS	07/01/2014	06/30/2017	No	v
<b>TOTAL For Term</b>								<b>\$136,014.00</b>

**Mainframe CPU Information**

As of the Effective Date of this Order form, Customer is running the Mainframe CA Software with the Authorized Use Limitation as listed in the above grid on the following CPU(s):

Make	Model	Serial Number	Location
IBM	2828-E01	07E2C7	





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\*\*If no date stated, the start date is the Effective Date of the Order Form. The dates set out in the CA Software tables shall in no way be deemed to impact or change the Effective Date of this Order Form. All amounts are exclusive of taxes which will be payable in addition to the fees listed above.

Any CA Software identified with "NO" under the heading entitled "Ship" above was previously delivered to Customer by CA and therefore will not be delivered to Customer again. CA Software identified with a "YES" will be delivered to Customer following execution of this order. The CA Software shall be delivered either by electronic delivery ("ESD") or if CA requires in tangible media CPT, as defined in INCOTERMS 2010, from CA's shipping point. CA agrees to be responsible for all customs duties and clearances and title to any CA hardware if included will pass upon point of delivery to carrier at CA's shipping location. In the event of electronic delivery, no tangible personal property will be delivered. Such electronic delivery may not automatically provide for an exemption from applicable sales or use tax. Any operating system identified as "Generic" or "GA" denotes such operating systems for which the CA Software is made generally available by CA in accordance with CA current published specifications.

The following additional terms shall modify the Master Agreement:

**1. Authorized Use**

The Authorized Use Limitation for the CA Software identified in the table above, are hereby increased from 87 MIPS to 88 MIPS as of the Effective Date of this Order Form.

**2. Initial Payment: Wiring Information**

Customer agrees to wire the total initial payment due on or before the Due Date through a Same Day Fed Wire. For subsequent payments listed herein, CA will send Customer an invoice containing the applicable remit to address or updated wire transfer information at least 30 days prior to each respective due date. As of the date of this Order Form, the following wire transfer routing information applies:

Wells Fargo Bank, NA, ABA# 121000248; Account Name: CA, Inc. Lockbox; Account# 2000028313816

**3. Term**

Subject to the terms herein, the Master Agreement and Customer's usage rights to the CA Software set forth above are hereby extended thirty-six (36) months commencing on the Effective Date hereof and expiring June 30, 2017 (the "Fifth Extended Term").

**4. Fiscal Funding**

CA and Customer acknowledge that Customer is a government agency or instrumentality, and that Customer has obtained all requisite approvals and authority to enter into and perform its obligations hereunder, including, without limitation, the obligation to make the initial payment required to be made hereunder on the date upon which such initial payment becomes due during Customer's current fiscal year. With respect to any subsequent payment which may be required to be made by Customer to CA during any subsequent Customer fiscal year, the parties acknowledge that Customer's authority to make such subsequent payment to CA may be contingent upon appropriation to Customer by relevant government agencies or legislative authorities of funds sufficient for such purpose. In the event that full appropriated funding does not become available beyond that date, Licensee may approach CA to discuss the possibility of a partial termination, and negotiate payment terms appropriate for that situation. If no funding is available, Licensee may terminate for lack of funding after providing 10 days written notice of the planned termination to CA.

In the event that Customer invokes this Fiscal Funding clause, and terminates use of the CA Software listed above because of a such lack of appropriation, as of the first day of the Customer's applicable subsequent fiscal year, CA shall not require Customer to make additional payments to CA, pursuant to the payment schedule set forth above and Customer agrees not to re-procure competitive products from a vendor other than CA in accordance with Customer's Procurement Regulations, unless CA fails to submit a bid for the re-procurement.

Upon termination of this Agreement, or any order or renewal hereunder, in accordance with this section, Customer's privileges and obligations are as follows.

For perpetual licenses:

Where Licensee has paid all license fees in full, Licensee may continue to use the perpetual CA Licensed Programs, though maintenance shall cease as of the effective date of the termination. Where Licensee has not paid all license fees in full, Licensee shall cease use of the CA Licensed as of the date of termination, delete all copies thereof from all any computer libraries and/or storage devices, and return the CA Licensed Programs and all related documentation to CA (or certify that the same have been destroyed).

For UMF/subscription licenses:

Licensee shall, no later than the effective date of the termination, stop all use of the CA Licensed Programs, delete all copies thereof from all computer libraries and storage devices and return the CA Licensed Programs and all related documentation to CA or certify that the same have been destroyed. Licensee shall also continue to abide by the provisions of the referenced License Agreement relating to the confidentiality of the CA Licensed Programs.

**5. Renewal**

If the parties do not agree in writing to renew and extend the Fifth Extended Term prior to the expiration of the then current term, (a) the then prevailing Licensed MIPS Capacity shall be frozen without Customer having the right to exceed the same, (b) Customer shall pay the





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annual usage and maintenance fee for the Licensed Programs based upon CA's then prevailing published fee schedule for software licensed per CPU at each distinct Customer Site, and (c) Customer may not use any Licensed Program thereafter to process data for any additional entities other than Customer's majority-owned subsidiaries.

This Agreement, including any attached exhibits, constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No modification or claimed waiver of any provision herein shall be valid except by written amendment signed by authorized representatives of Customer and CA. Any conflict or inconsistency among or between the terms and conditions of the documents comprising this Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Order Form; (2) the relevant SPD; (3) the relevant CA Policy; (4) the Master Agreement; then (5) the Documentation for the relevant CA Software.

The undersigned hereby certifies that he/she is authorized to bind the government agency identified herein to the terms and conditions of the Agreement.

EL DORADO COUNTY

CA, Inc.

Signature:

Norma Santiago

Signature:

Rosa J Murphy

Name:

Norma Santiago

Name:

Rosa J Murphy

Title:

Chair, Board of Supervisors

Title:

Principal, Sales Accounting

Date:

6/24/14

Date:

6/20/2014

The County officer of employee with responsibility for administering this contract is Kelly Webb, Interim Director of Information Technologies, or successor.

ATTEST: James S. Mitrison  
Clerk of the Board of Supervisors

By

Marcie MacFarland

Marcie MacFarland, Deputy Clerk

