CONTRACT ROUTING SHEET

Contract # C12-023 Amendment V PROCESSING DEPARTMENT: CONTRACTOR: Department: Information Technologies Name: Compuware Dept Contact Heather Pence Address: One Campus Martius Phone #: 621-5854 Detroit, MI 48226 Dept Head Jacqueline Nilius Phone: 313-227-7300 Jacoulue Signature: CONTRACTING DEPARTMENT: Information Technologies Service Requested: Software license and maintenance Contract Term: Perpetual Amended Value: \$5292/year-Compliance with Human Resources requirements? Yes: No: Compliance verified by: COUNTY COUNSEL: (Must approve all contracts and Mou's) Approved: \as To bisapproved: Approved: Disapproved: Date: Non-Standard agreement previously approved by Counsel See Comments on memo dated RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements) Approved: Disapproved: Date: Approved: Disapproved: Date: By: OTHER APPROVAL: (Specifiy department(s) participating or directly affected by this contract). Department(s): Approved: Disapproved: Date: By: Approved: Disapproved: Date: By:

SSIGNMENT

CERTIFICATE OF LIABILITY INSURANCE ACORD DATE (MM/DD/YYYY) OP ID S 03/06/08 PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE Cornish Zack Hill & Assoc, Inc HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR 24225 West Nine Mile Ste 204 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Southfield MI 48033 Phone: 248-353-5850 Fax: 248-353-1432 INSURERS AFFORDING COVERAGE NAIC# INSURER A: Zurich American Ins. Company INSURER B: Federal Insurance Company Compuware Corporation One Campus Martius Detroit MI 48226 INSURER C: Amer. Internat'l Specialty INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR	ADD'	D TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMI	re
Α	х	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY	GL09303368-05	04/01/07	04/01/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence)	\$1,000,000.
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$10,000.
						PERSONAL & ADV INJURY	\$1,000,000.
		CELII LOGDEGUES LUIS				GENERAL AGGREGATE	\$2,000,000.
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000.
_	-	POLICY JECT X LOC				Emp Ben.	1,000,000.
A		X ANY AUTO	BAP9303370-05	04/01/07	04/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
		X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	s
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
_						AUTO ONLY: AGG	\$
_		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$5,000,000
В		X OCCUR CLAIMS MADE	7984-15-47	04/01/07	04/01/08	AGGREGATE	\$5,000,000
	-	DEDUCTION I					\$
	-	DEDUCTIBLE					\$
-	won	RETENTION \$				Wasti	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		WC9303365-05 04/01/07			X WC STATU- TORY LIMITS OTH- ER	
A				04/01/07			\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	OTHE					E.L. DISEASE - POLICY LIMIT	\$1,000,000
С	Pro	ofessional Liab	7132786	04/01/07	04/01/08	CLMS MADE	5,000,000.
ESC	DIDTIC	ON OF OPERATIONS / LOCATIONS / VEHICL				AGGREGATE	5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

County of Eldorado shall be Additional Insured with respect to the General

Liability Policy.

CERTIFICATE HOLDER

CANCELLATION

CTELDOR

County of Eldorado 360 Fair Lane Placerville CA 95667 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

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ONE CAMPUS MARTIUS • DETROIT, MICHIGAN 48226 (313) 227-7300



CLIENT NO. 87245

MAINTENANCE SCHEDULE NO. 2M for Agreement No. 87245.

Licensee hereby commits to pay Software Maintenance Service fees for the Software, Licensed MIPS, License Type and Licensed CPU specified below. This Schedule will provide Software Maintenance Services for the period covering March 1, 2008 through February 28, 2009.

Licensee:

County of El Dorado

Licensed Location:

Information Services

Site No. 1:

360 Fair Lane

Placerville, CA 95667-4103

<u>SOFTWARE</u>	LICENSED MIPS	LICENSE TYPE	LICENSED COMPUTER(S)
File-AID Batch	90	MIPS Based Model	2096-F01(30EE)
File-AID SPF	90	MIPS Based Model	2096-F01(30EE)

The execution of this Schedule shall have no effect on any payment due, or scheduled to become due pursuant to prior product schedules, purchase orders or addendums to this agreement.

SCHEDULE PRICE AND TERMS VALID THROUGH MARCH 15, 2008

Licensee hereby accepts the Maintenance Services upon execution of the Maintenance Schedule and agrees to pay Compuware the Total Amount of **US\$5,292** plus any applicable taxes. Invoices are due upon receipt and Compuware shall receive payment within 30 days of the invoice date. If payment is not received by the Due Date(s) specified above, Compuware may impose a late payment charge equal to the lesser of 1 ½% per month of the unpaid balance or the maximum rate allowed by law. The parties agree that this paragraph shall override and supersede any provision to the contrary set forth in the License Agreement, or on a purchase order or an invoice. The terms of any purchase order submitted in conjunction with this Maintenance Schedule, which are conflicting or additional to the terms of this Maintenance Schedule, shall be null and void.

Accepted By Compuware:	Agreed By Licensee:		
Authorized Signature	Authorized Signature		
	Rusty Dupray		
Name	Name		
	Chairman of the Board of Supervisors		
Title	Title		
Date	Date		
Contract Administrator:			
Jacqueline Nilius Date	ATTEST:		
Director, Information Technologies	Cindy Keck, Clerk of the Board of Supervisors		
Steve Featherston Date	By:		
Assistant Director, Information Technologies	Deputy Clerk Date		

ONE CAMPUS MARTIUS • DETROIT, MICHIGAN 48226 (313) 227-7300

CLIENT NO. 87254

PRODUCT SCHEDULE NO.FOUR

This Product Schedule will be affixed to and become a part of Agreement No. 87245

Licensee shall be licensed to use the Software specified below under the terms and conditions of the Agreement and in accordance with the applicable User Documentation.

C12-023 Amendment

COMPUWARE

Licensee:

County of EL Dorado

Licensed Location:

Information Services

Site No. 1:

360 Fair Lane

Placerville, CA 95667-4103

SOFTWARE	LICENSED MIPS	LICENSE TYPE	LICENSED COMPUTER(S)
File-AID Batch	90	MIPS Based Model	2096-F01(30EE)*a
File-Aid SPF	90	MIPS Based Model	2096-F01(30EE)*a

^{*}a CPU change from a 7060-H30 (1019).

Software maintenance services are included through February 28, 2008 for the Software licensed herein, at the configurations listed herein.

The execution of this Product Schedule shall have no effect on any payment due or schedules to become due pursuant to prior product schedules, purchase orders or addendums to this agreement.

PRODUCT SCHEDULE PRICE AND TERMS VALID THROUGH FEBRUARY 28, 2007

Licensee hereby accepts the Software upon execution of the Product Schedule and agrees to pay Compuware the Total Amount of US\$5.040 plus any applicable taxes. Invoices are due upon receipt and Compuware shall receive payment within 30 days of the invoice date. If payment is not received within 30 days of the invoice date, Compuware may impose a late payment charge equal to the lesser of 1 ½% per month of the unpaid balance or the maximum rate allowed by law. The parties agree that this paragraph shall override and supersede any provision to the contrary set forth in the License Agreement or on a purchase order or an invoice.

an invoice.
Agreed By Licensee: Authorized Signature
Bonnie H. Rich Purchasing Agent Title
Date ATTEST: Cindy Keck Clerk of the Board of Supervisors By: Date:

Corporate Headquarters
One Campus Martius
Detroit, Michigan 48226-5099
313-227-7300



Maintenance Schadule No. ONE for Agreement No. 37245

Licensee hereby accepts the following Software Maintenance Support Services subject to the terms and conditions of the above-referenced Agreement, No. 130046, incorporated herein by reference. This Maintenance Schedule will provide Software Maintenance Services relative to the listed software and user configuration for the period covering March 1, 2004 through February 28, 2007.

Licensea:	County of El Dorado		
Licensed Location:	360 Fair Lane		
Site No. 1:	Placerville, CA 95667		
			The second section of the second seco
SOFTWARE	100	LICENSE TYPE	LICENSED COMPUTER(S)
File-Aid Batch		Model	7060-H30
File-Aid SPF		Model	7060-H30

Licensee hereby accepts the Software upon execution of this Maintenance Schedule and agrees to pay Compuware the Total Amount of \$14,400 U.S. Dollars in accordance with the following payment terms: First payment of \$4,800 due and payable upon execution; Second payment of \$4,800 due and payable on February 28, 2005; Third and final payment of \$4,800 due and payable on February 28, 2007, based on an equivalent CPU configuration.

PRODUCT SCHEDULE PRICE VALID THROUGH MARCH 31, 2004

Accepted By Compuware:	Agreed By Licensee:
902	1/ Cush my
Authorized Signature	Authorized Signature
Mame: J.D. Scy119	Name:
Tito: Manais Miracla	Title: Chairman
Date: 3-15-04	Date: 11/1240h 30, 2004
	ATTEST? DIXIE L. FOOTE, CLERK OF THE BOARD OF SUPERVISORS
	BY: Mayakuf & Markes

Systems Software Division 31440 NORTHWESTERN HIGHWAY • FARMINGTON HILLS, MICHIGAN 48334-2564 (248) 737-7300



PRODUCT SCHEDULE NO. THREE

This Product Schedule will be affixed to and become a part of Agreement No. 87245

#C12-023

Licensee shall be licensed to use the Software specified below. Such use shall be governed by the terms and conditions of the Agreement. By paying the fee then in effect, the Software may be licensed for additional users, use on additional computers, use on alternate platforms or, subject to maintenance being current, use on upgraded computers in the event that this Product Schedule conflicts with previous Product Schedule(s) for the specified Software, the most current Product schedule(s) will control.

Licensee:

County of El Dorado

Licensed Location:

360 Fair Lane

Site No.: 1

Placerville, CA 95667

SOFTWARE	AMOUNT	LICENSE TYPE	COMPUTER(S)	SER AL NO
Abend-AID/XLS w/Primary Language	\$14,750	Model	7060-H30*a	1019
File-AID/SPF	6,250	Model	7060-H30*a	1019
File-AID/BATCH	2,750	Model	7060-H30*a	1019

^{*}a Upgrade from a 9121-411 (1644).

SCHEDULE PRICE AND TERMS VALID THROUGH SEPTEMBER 28, 2000

Licensee hereby accepts the Software upon execution of this Product Schedule and agrees to pay Compuware the Amount of \$23,750 U.S. Dolfars in accordance with the payment terms specified in the Agreement. Accepted By Compuware: Agreed By Licensee Authorized Signature Authorized Signature June L. Steinkamp Manager, Upgrades, Maintenance Retention William S. Bradley Mame Mame And Audit Group Chairman, Board of Supervisors iiila let 66 er 24, 2000 Date

Administrator: The County Officer or Employee with responsibility for administering this agreement is Moximum Covington, Information Technology Manager, Information Services Department, or successor.

insurance: Edithit "i" asvised/attached.

EXHIBIT "A"

GENERAL INSURANCE REQUIREMENTS

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 Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less that \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 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 that \$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 Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- 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 term of the Agreement, or for a period of not less that one (1) year. New certificates of insurance are subject to the approval of Risk Management 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:
 - The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 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 all liability policies
 except worker's compensation and professional liability insurance policies.
- 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 in 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.
 - Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

28050 1/18/95

COMPUWARE CORPORATION

COMPUWAR

Systems Convert Division 81440 NORTHWESTERN HIGHWAY • FARMINGTON HILLS, MICHGAN 45334-RESA

SOFTWARE PRODUCT SCHEDULE NO. TWO

This schedule will be affixed to and become a part of Permanent License Agreement FC12-023.

Customer shall be licensed to use the described Software at the locations and c stated below. This use shall be governed by the terms and conditions as stated permanent License Agreement. The Software listed below may be produced for additional computers or upgraded computers at the licensed site(s) by pay incremental charge then in effect. In the event that this schedule confil previous schedules, the most current schedule will control.

Sita 1

County of El Dorado 360 Fair Lans Placervilla, CA 95667

SOFTWARE DESCRIPTION	PRICE	CPU TYPE
Aband-AID XLS w/Primary Language*b	\$5,500.00	9121-411*a
File-AID/SPF	2,800.00	9121-411*a
File-AID/BATCH	1,500.00	9121-411*a

*a Upgrade from a 9121-260

*b Formerly named Aband-AID/XCS

Customer shall agree to pay COMPUNARE upon execution of this schedule the total St \$12,800.00 U.S. Dollars. May be subject to state sales tax.

Authorized Signature
Nama
Title

Authorised Bignature
Name
Name
Name
No. 14 1995

CUMPUMHKE

Systems Software Division 31440 NORTHWESTERN HIGHWAY • FARMINGTON HILLS, MICHIGAN 48334-2564 (313) 737-7300



SOFTWARE PRODUCT SCHEDULE NO. ONE.

This schedule will be affixed to and become a part of Permanent License Agreement Number 87245. #C12-023

Customer shall be licensed to use the described Software at the locations and computers stated below. This use shall be governed by the terms and conditions as stated in the Permanent License Agreement. The software listed below may be procured for use on additional computers or upgraded computers at the licensed site(s) by paying the incremental charge then in effect. In the event that this schedule conflicts with previous schedules, the most current schedule will control.

STTE 1	COUNTY OF EL DORADO		
- DIII	360 Fair Lane		
	Placerville, California 95667		

SOFTWARE DESCRIPTION	PRICE	CPU TYPE
Abend-AID/XCS File-AID/SPF/Batch LESS Discount	\$37,000 25,250 (7,462)	4381-T92 4381-T92
TOTAL PRICE	\$54,788	

THE PRICE IS VALID THROUGH FEBRUARY 29, 1992.

Customer shall agree to pay COMPUWARE upon execution of this schedule the total sum of \$54,788 U.S. Dollars. May be subject to state sales tax.

	\hat{r}^{i}
Accepted: By COMPUMARE PORCE Authorized Signature	By Customer Authorized Signature
Bernard G. Trompeter	Vernon F. Gerwer Name
Director, Western Sales Title	Chairman, Board of Supervisors Title Flbwary 11, 1992
January 21, 1992 Date	Date

ATTEST: DIXIE L. FOOTE, Clerk

of the Scard of Supervisors

AGREEMENT #C12-023

THAT AGREEMENT BETWEEN COMPUWARE CORP., hereinafter "Licensor", AND COUNTY OF EL DORADO, hereinafter "County",

Notwithstanding any other terms and conditions contained herein, the following shall be added to the Permanent License Agreement dated November 7, 1991;

- The Agreement documents, Constituting the entire agreement between the parties hereto, shall consist of documents listed in numerical order below. In the event of a conflict in two (2) or more of the provisions contained within these documents, the conflict shall be resolved in favor of an interpretation which is provided in the provision contained within the document having the lowest number as shown below:
 - I. This Agreement
 - II. General Insurance Requirement, Exhibit "A"
 - III. Compuware Permanent License Agreement
 - IV. Software Product Schedule No. One
- The PRODUCT shall be deemed to be accepted by the County, upon execution of this Agreement.
- 3. The monies funding this Agreement are available on a fiscal year basis. In the event that funding is not continued at the beginning of any fiscal year, the County shall notify Licensor, and this agreement shall be cancelled at the end of then current fiscal year, without penalty to the County.
- Payment shall be due and payable within thirty (30) days following execution of the AGREEMENT and County's receipt of an invoice.
- Licensor shall not have the right to assign this agreement in whole or in part without the prior written consent of the County.
- This agreement shall be interpreted in accordance with the laws of the State of California.

DATED: Filhruary 11, 1992	COUNTY OF EL DORADO
By*	Many F. Ferris
	Vernon F. Gerwer Chairman, Board of Supervisors
	2-11-92

By Manguet & Masly
Deputy Clerk 2-11-92

ATTEST:

DATED: _	COMPUWARE CORPORATION

By______Bernard G. Trompeter
Director, Western Sales

GENERAL INSURANCE REQUIREMENT

Exhibit "A"

Contractor shall maintain, at Contractor's own expense during the term hereof, insurance with respect to Contractor's (business, the premises and all activities, on or about or in connection with the premises) (performance of this agreement) of the types and in the minimum amounts described generally as follows:

- A. Full Workmen's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than Three Hundred Thousand Dollars (\$300,000.00) combined single limit per occurrence (claim made), including but not limited to endorsements for the following coverages: personal injury; premises-operations; blanket contractual; and independent contractors liability.
- C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damages) on owned, hired, leased and nonowned vehicles used in connection with Contractor's business of not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per occurrence (claim made).

Additional Insureds: The insurance required under B and C above shall include the County of El Dorado, its officers and employees and each of them, as additional insureds except with regard to occurrences that are the result of their sole negligence.

<u>Primary Coverage:</u> The insurance required under B and C above shall provide that it is primary coverage with respect to Contractor, the County of El Dorado, and all other additional insureds.

<u>Cancellation Notice:</u> The insurance required above shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the County of El Dorado at the office of the El Dorado County Risk Manager, 415 Placerville Drive, Suite F, Placerville, CA 95667.

<u>Premium Payments:</u> 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 a mutual insurance company.

GENERAL INSURANCE REQUIREMENT

(Continued...)

Exhibit "A"

<u>Proof of Insurance Requirements:</u> Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

<u>Policy Deductibles:</u> Contractor shall be responsible for all deductibles in all of Contractor's insurance policies. The amount of deductibles for an insurance coverage required herein shall be reasonable and subject to County's approval.

Contractor Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of Contractor to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire agreement.

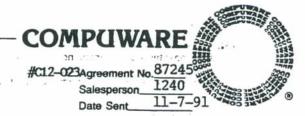
Commencement of Performance: Contractor shall not commence performance of this contract unless and until compliance with each and every requirement of this paragraph is achieved.

<u>Claims Made Insurance:</u> In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this contract for not less than three (3) years following completion of performance of this agreement.

<u>Indemnity:</u> Contractor shall indemnify and defend the County of El Dorado against and hold it harmless from any and all loss, damage and liability for damages, including attorney's fees and other cost of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including the property of County and/or injury to or death of County's officers, agents and employees, which shall in any way arise out of or be connected with Contractor's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

January 21, 1992

1440 Northwestern Highway . P.O. Box 9080 Farmington Hills; Michigan 48333-9080



PERMANENT LICENSE AGREEMENT FOR PROPRIETARY SOFTWARE PRODUCTS AND MAINTENANCE

2 5 2520CTN 20

TERTA

In accordance with the terms and conditions of this Agreement, COMPUWARE CORPORATION (Compuware) grants to:

					-													
	Customer _	COU	VIY OF E	L DOR	ADO				-									
	Address	360	Fair La	ne		_					_					_	141	
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Two copies of	each user man	iual reli	ited to the	Icensed	Software	e will b	be sup	plied to	o Cu	stomer	wit	hout a	additio	nal	l charg	e.		
Under the terms Customer's acceentire license ter	and conditions	of this	Agreement,															
TITLE AND PRO Title and full own Compuware's pr may not be assig Software to its st ware. Any assign agrees to mainta Agreement. Cust	nership rights to oprietary inform gned or transfer ubsidiary or affil ment or transfer in the confiden	the Sonation arred by liate, it s rof this attention and the second seco	nd trade second tr	rets, whe thout Cor ompuwar hall be un oftware a	ther or not mpuware's re in writin nder the sa nd its relat	ot any p 's prior ng of the came ten ated ma	portion written he assi erms an aterials	of it is on conseguent of conditions of the cond	or ma ent. If t or tra itions h are	ty be va Custor ansfer, agreed provide	mer and upo	y copy assign I shall on by C or Cus	righted ns or tra include Compu	ans e th	patent sfers thine new re and C	ed. The same of th	his Agreeme reement or the on of the So mer. Custom	nt he ft- er
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This section shall	Il survive the te	rminatio	on of this Ag	reement.														
ACCEPTANCE The Software des Customer shall c	scribed on the P conduct its eval	roduct :	Schedule(s) v procedures b	vill be de etween t	emed to be	e acce	epted b tware i	y Custo s delive	omer (upon C and Cu	usto	mer's	execut	tion ion	of that	Produ	uct Schedul	θ.).
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HAME Bernard	G. Trampet	er							- 1	NAME_	Ve	erno	n F.	G	Gerwe	r		_ ;
THE Directo	or Wastorn	his Director Western Sales ATTESTE DIXE L FOOTE, Clarke Chairman, Board of Supervisor						OTE	Cles	phi.	CI	hair	man	B	hard	of	Supervis	ors

of the Board of Supervisors

<u>California Business Portal</u>

Secretary of State DEBRA BOWEN

SECRETARY OF STATE LEGIONS & WOTER INFO Y POLLICAL REPORT Y CA BUSINESS PORTAL

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Corporations

The information displayed here is current as of "FEB 29, 2008" and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation

COMPUWARE CORPORATION WHICH WILL DO BUSINESS IN CALIFORNIA AS SAN DIEGO - COMPUWARE CORPORATION

Jurisdiction: MICHIGAN

Number: C1138009

Address

Date Filed: 3/25/1983

ONE CAMPUS MARTIUS

TAX DEPT 14W

DETROIT, MI 48226-5099

Agent for Service of Process

C T CORPORATION SYSTEM

818 WEST SEVENTH ST

LOS ANGELES, CA 90017

Printer Friendly

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- For information about certification of corporate records or for additional corporate information, please refer to Corporate Records.
- Blank fields indicate the information is not contained in the computer
- · If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.

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CERTIFIED COPY OF CORPORATE RESOLUTION

The undersigned duly elected officer of Compuware Corporation, a Michigan corporation, does hereby certify that the following constitutes a true copy of a resolution duly adopted by the Board of Directors:

RESOLVED, that June Steinkamp, Manager, Upgrades, Maintenance Retention, and Audit Group is authorized to represent and bind Compuware Corporation.

Thomas Costello, Jr.

Vice President, Secretary and

General Counsel

Date

FACTS THAT WILL ENABLE THE PURCHASING AGENT OR BOARD OF SUPERVISORS TO DETERMINE WHETHER SUCH SERVICES CAN BE "MORE ECONOMICALLY AND FEASIBLY" PERFORMED BY INDEPENDENT CONTRACTORS AS REQUIRED BY COUNTY CHARTER SECTION 210b(6) AND COUNTY ORDINANCE CHAPTER 3.13:

FEASIBILITY ANALYSIS FOR CONTRACTING OUT PROFESSIONAL SERVICES

The following questions are intended to guide the Department in determining if it is feasible to perform work with contract services versus using in-house labor in order to comply with the County Charter.

"YES" to any question (1) through (6) means an economic analysis is generally not required.

"YES" to any question (7) through (9) means an economic <u>may</u> be required (an economic analysis may address a specific contract, or it may be appropriate to refer to a previously prepared long-range economic analysis which identifies a sustainable staffing level plan).

"NO" to all questions means an economic analysis is required.

COMPLETE QUESTIONS (1) THROUGH (6):

(1)	Does the nature of the work involve emergency services (i.e., issues related to health and safety) where existing County staff cannot perform the work in the time required?	YES	⊠ NO
(2)	Is the contract with or among other governmental entities or agencies? If "YES", specify.	YES	⊠ NO
(3)	Is there legislative authority or other mandates that the service be performed by independent contractors? If "YES", what is the authority?	YES	⊠ NO
(4)	Is a contract necessary to protect against a conflict of interest or to ensure independent and unbiased findings where there is a need for an outside perspective? If "YES", explain.	YES	⊠ NO
(5)	Are there specialty skills required for the performance of work which are not expressly identified in County classifications (be sure to consider entire County, not just the contracting department)? If "YES", describe.	⊠ YES	□NO
	Specialty Software		
(6)	Is the ongoing aggregate of work to be performed under this contract or contract amendment <u>not</u> sufficient to warrant addition of permanent staff? If "YES", explain.	YES	⊠ NO

If "YES" to <u>any</u> of questions (1) through (6), an economic analysis is <u>not</u> required; skip questions (7) through (11), and proceed to answer questions (12) through (14).

If "NO" to <u>all</u> questions (1) through (6), answer questions (7) through (11), and complete the Economic Analysis form on the last page of this packet.

FEASIBILITY ANALYSIS (continued)

(if requir	red, answer questions 7 through 11, then complete the Economic Analysis	s on the next p	age)
(7)	Are there legislative, administrative or legal goals and purposes that cannot be accomplished through the use of persons other than independent contractors? (County Counsel will provide clarification on what items would be included in this category)	YES	□NO
(8)	Has there been an inability to hire qualified personnel as evidenced by past recruitments?	YES	□ NO
(9)	Is there a critical deadline (other than for health, safety or welfare) for the performance of this work? If "YES", describe the nature of the deadline and consequences of not performing work by a certain deadline.	YES	□ NO
(10)	Is the nature of the work temporary or occasional?	YES	□ NO
(11)	Will a contractor provide equipment, materials, facilities, administration or support services related to providing work that may not feasibly be provided by the County (see Economic Analysis form for more detail)?	YES	□ NO
PROCES	SSING ISSUES:		
(answer	questions 12 through 14, whether or not an Economic Analysis was nece	essary)	
(12)	Is the work to be performed expressly identified or UNSURE described in classifications assigned to bargaining units?	YES	⊠ NO
	(if "YES", see "Personal Services Contracts Checklist")		
	Briefly describe the work to be performed:		
(13)	Does the work performed in this contract, or the aggregate amount performed by this contract with any amendments, exceed a total of \$40,000?	YES	⊠ NO
(14)	If answering "YES" or "UNSURE" to either question (12) or question (13), have you contacted Human Resources?	YES	□ NO
	Date Contacted: What was the result?		



El Dorado County

330 Fair Lane, Bldg A. Placerville, California 530 621-5390 FAX 622-3645 co.el-dorado.ca.us/bos

Master Report

File Number: 08-0192

File ID: 08-0192 Agenda Agenda Item

Type:

Version: 1 Reference:

Gov Body: Board Of

Supervisors

Created: 01/30/2008

Status: Approved

Agenda Title: Perpetual Software License Agreements and

Maintenance

Final Action: 02/26/2008

Title: Information Technologies Department recommending the Board approve all current perpetual software license agreements as outlined on list dated January 14, 2008 for on-going maintenance and support for Fiscal Year

2008/2009.

RECOMMENDED ACTION: Approve.

FUNDING: General Fund.

Notes:

Sponsors: Enactment Date:

Attachments: Perpetual Contracts Back Up Docs.pdf ,FY 08-09

Perpetual Software Licenses 2008-01-14.pdf

Enactment Number:

Hearing Date:

Contact: Steve Featherston ext 5557 Next Meeting Date:

History of Legislative File

Same:

Ver- sion:	Acting Body:	Date: Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board Of Supervisors Action Text: This mat	02/26/2008 Approved ter was Approved on the cons	ent calendar			Pass
	Action Text. This man	Yes5				5
		Supervisor Dupray, Supervisor Briggs and Supervisor Santiag		eney,Supervisor		

Text of Legislative File 08-0192

Information Technologies Department recommending the Board approve all current perpetual software license agreements as outlined on list dated January 14, 2008 for ongoing maintenance and support for Fiscal Year 2008/2009.

RECOMMENDED ACTION: Approve.

FUNDING: General Fund.

SUDGET SUMMARY:

otal Estimated Cost \$758,335.00

Funding
Budgeted \$758,335.00
New Funding \$
Savings \$
Other \$
Total Funding Available \$758,335.00
Change To Net County Cost \$0.00

Fiscal Impact/Change to Net County Cost:

The estimated FY 08/09 cost for perpetual software license agreement maintenance is \$758,335, including applicable taxes. Funding will be included in the FY 08/09 IT budget request.

Background:

IT manages several agreements for sole source mainframe software licenses including the on-going maintenance and support for software product licenses that are used to support data center operations and Enterprise applications. The software products include operating systems and sub systems to support print management, diagnostic and utility software, database management and connectivity software, the County financial management system (FAMIS), the HR/Payroll system, the Recorder's Index and document management system, the Land Management Information System, and the property tax administration system.

Reason for Recommendation:

IT is advising the Board of all current perpetual software licenses with agreements for ongoing maintenance fees, administered by IT, and recommending the Board:

Approve continuation of the perpetual software license agreements; and Authorize all actions necessary for the continuation of the perpetual agreements, including extension of the software maintenance required by the agreement; and Authorize the Purchasing Agent to encumber funds for the FY 08/09 software maintenance payments required for each perpetual license agreement.

Any future changes to terms and conditions, other than authorized price increases, for the agreements will be brought to the Board for approval.

These licenses are necessary to run the mission-critical systems for El Dorado County and therefore are mandatory even in the face of next year's projected budget shortfall. The County Financial System (FAMIS, ADPCS, BPrep), the Property Tax Systems (Assessor, Auditor Controller, and Treasurer Tax Collector), the Recorders' Index and document management system, and the Land Management Information System (Surveyor, Environmental Management, Development Services, DOT, Assessor and

others) are all dependent on these licenses to guarantee the ongoing support for making sure these systems run smoothly.

IT is bringing this matter before your Board per BOS Policy C-17 and at the recommendation of County Counsel to make your Board aware of agreements that were approved by prior Boards, and since each of the perpetual software licenses has a maintenance component covering one or more years we are requesting authorization to continue the license agreements and initiate payment for the associated software maintenance for FY 08/09, which is itemized on the attached chart. Since these perpetual license agreements and their associated maintenance components were entered into at different times over a number of years, they do not have co-terminus dates, which is another reason we advise the Board of this matter once each year.

In an attachment to this agenda item IT is also providing your Board with information regarding some of the non-standard terms in these agreements, specifically with regard to fiscal non-appropriation clauses and termination provisions.

Because of the value we receive from these products and the high quality of support we receive from the contracted vendors, IT recommends the continuation of these perpetual agreements and requests approval for the continuation of software maintenance agreements. A chart detailing the license agreements is attached.

Action to be taken following Board approval:

- 1) Procurements and Contracts shall encumber the funds for the maintenance for each software product and take all actions necessary for the continuation of the perpetual agreements, including extension of the software maintenance required by the license agreement.
- IT shall make payment upon receipt and approval of invoices.
- 3) Any future changes to terms and conditions of the agreements, other than authorized price increases spelled out in the agreements, will be brought to the Board for approval.

Contact: Steve Featherston

Concurrences: County Counsel, Procurement and Contracts

14. 08-0142

Transportation Department recommending the following pertaining to Euer Ranch Unit 7:

- (1) Accept the subdivision improvements as substantially complete;
- (2) Reduce Performance Bond No. 725096S by \$3,179,345.40 to \$353,260.60 to guarantee against defective work, labor done, or defective materials furnished and release one year after acceptance if no claims are made; and
- (3) Hold Laborer and Materialmens Bond No. 725096S in the amount of \$1,766,303.00 to guarantee payment to persons furnishing labor, materials or equipment, and release six months after acceptance if no claims are made.

RECOMMENDED ACTION: Approve.

FUNDING: Developer funds.

Attachments: Performance Bond

<u>Labor-Materialmens Bond</u> <u>Unit 7 Imprvmnt Agmt</u>

Euer Ranch Unit 7 Location Map

This matter was Approved on the consent calendar

15. 08-0165

Treasurer-Tax Collector requesting authorization to issue a business license to Pennie L. Brown, dba Chrystal Wolf, to operate a fortune teller/psychic/spiritual counseling business in the Shingle Springs area.

RECOMMENDED ACTION: Approve.

Attachments: CLR approval 08-0165.pdf

Sheriff's Letter.pdf

This matter was Approved on the consent calendar

16. 08-0192

Information Technologies Department recommending the Board approve all current perpetual software license agreements as outlined on list dated January 14, 2008 for on-going maintenance and support for Fiscal Year 2008/2009.

RECOMMENDED ACTION: Approve.

FUNDING: General Fund.

Attachments: Perpetual Contracts Back Up Docs.pdf

FY 08-09 Perpetual Software Licenses 2008-01-14.pdf

This matter was Approved on the consent calendar

Information Technologies FY 08-09 Perpetual Software License Agreements As of January 14, 2008

Tier	P. P.	Lev	Jeskel	BM	Infor	Dat	Cor	8	
Tier Technologies	Solutions, Inc.)					Direct (Merant)	Compuware	orporation of America	
199-S0011 176-59711	358-S0111	C23-005 C12- 025	568-S0711	C23-004	C12-048	376-S00 11064-50310	C12-023	=======================================	CONTRACT
Financial Management System: (FAMIS / ADPICS / BPREP)	PK Zip / Unzip MVS	C23-005 C12- VPS: (Mainframe printing software for 025 remote printers)	568-S0711 Mainframe Operating System & Sub System Components and hardware maintenance	Mainframe Operating System & Sub System Components and hardware maintenance	HR / Payroll System	DB2 Database Connection Driver Software	File Aid: Batch / SPF (Development, testing & problem solving)	M204 Database & User Language (Property System developed using this software)	SOFTWARE PRODUCT
Aug-00	Jan-01	Jun-92, Jun- 00, Mar-01	Feb-07	May-99	Aug-92	Jun-00	Feb-92	May-87	ORIG CONTRACT DATE
7/1/2008 6/30/2009	11/30/2008	5/10/2008 5/10/2009	01/01/2007	Month-to Month	8/23/2008 8/23/2009	6/29/2008	3/1/2008 2/28/2009	7/1/2008 6/30/2011	Proposed Maintenance Term
\$125,000	\$4,000	\$16,000	\$98,760	\$285,320	\$80,000	\$5,000	\$6,500	\$137,755	APPROX ANNUAL MAINT. PAYMENT
8	N	Yes: RL 03/01	Yes	Yes: JK 05/99	Yes: 03/04	No: RL 07/02	Yes: RL 07/02	Yes: RL 03/04	COUNTY COUNSEL APPROVED
No	No	N	Yes	Yes	8	No	Yes	Yes	FISCAL OUT LANGUAGE
60-day termination notice at end of any 1- year term required.	30-day termination required	No specific termination language. Terminates when County discontinues use of the software.	Standard County Agreement	30-day termination notice required for each product or service item. Original contract, 1987, replaced by current master agreement.	None	Termination upon written notice to vendor. Memo: County Counsel 7/02 attached	No specific termination language. Terminates when County discontinues use of the software.	60-day termination notice required at end of annual maintenance period.	TERMINATION LANGUAGE
Memo: County Counsel 7/00 attached	Memo: County Counsel 11/00 attached	None	None	None	Memos: County Counsel & Risk 1/03, 3/04 attached	Memo: County Counsel 7/02 attached	None	None	CO COUNSEL

\$758,335

TTORNEY Julio EPT_INDEX NO. 020	M. Ken RU	JSH Contract	t #: <u>C12-023 Amendment I</u> V
Y: Date Propared:	-2 las 67	Need Date:	If possible need
PROCESSING D Department: Dept. Contact: Phone #: Department Head Signature:	EPARTMENT: CAO/Proc. & Contracts Dustin Bailey 5833 Bonnie H. Rich	CONTRACTOR: Name: Compos Address: One C	by 2/28/07
Contract Term: F	d: Software license and m Perpetual Human Resources requirem	Amendment Value:	_\$5,040.00/Year No:
Approved:	EL: (Must approve all cont pert Disapproved: Disapproved: Output Disapproved: Output Disapprove all cont Di	tracts and MOU's) orth Date: Date:	By: By: Vounsel
RISK MANAGEME	TO RISK MANAGEMENT. THAI ENT: (All contracts and MO Disapproved: Disapproved:	NKS! IU's except boilerplate grant f Date: Date:	unding agreements) By: By:
OTHER APPROVA Departments: Approved:	L: (Specify department(s) Disapproved:	participating or directly affect	red by this contract).