



1.13

DEPARTMENT OF
INFORMATION/COMMUNICATION
SERVICES

CITY OF SACRAMENTO
CALIFORNIA

819 TENTH STREET
SACRAMENTO, CA
95814-2601

PH 916-264-5763

BARBARA C. WEAVER
DIRECTOR

June 1, 1994

APPROVED
BY THE CITY COUNCIL

JUN 21 1994

OFFICE OF THE
CITY CLERK

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Request for Authorization to Amend City Agreement No. 85-162 with Computer Associates

LOCATION AND COUNCIL DISTRICT: Citywide

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution authorizing amendment of the License Agreement with Computer Associates (City Agreement No. 85-162). The amendment converts the existing licenses and extended maintenance services for proprietary, purchased mainframe software products to a more cost-effective option.

CONTACT PERSON: Bob Badgley, Computer Services Manager
Information/Communication Services Department
Ext. 5766

FOR COUNCIL MEETING OF: June 21, 1994

SUMMARY

This report requests that Council adopt the attached Resolution authorizing an amendment to City Agreement No. 85-162 with Computer Associates for IBM mainframe system management software products (CA-1, CA-7 and CA-11), and "Addendum #1 to License Agreement" for problem and change management software (CA-Netman Problem/Change, CA-Netman OLCF and CA-Netman Financial) for licenses and extended maintenance services. The amendment converts the existing agreements to a more cost-effective option. A description of the products can be found in Attachment A.

City Council
Request for Authorization to Amend City
Agreement No. 85-162 with Computer Associates.
June 1, 1994

BACKGROUND

On April 15, 1986 the City of Sacramento entered into City Agreement No. 85-162 with UCCEL Corporation for mainframe system management software products, then known as UCC-1, UCC-7 and UCC-11. Under the agreement, the City purchased the license to use the products and paid an annual fee for maintenance which included software upgrades and support. Computer Associates subsequently purchased UCCEL Corporation and assumed all rights under Agreement No. 85-162 for the products now referred to by Computer Associates as CA-1, CA-7 and CA-11. A copy of City Agreement No. 85-162 is attached to the proposed amendment as Exhibit A.

In March of 1989, Computer Associates and the City of Sacramento entered into "Addendum # 1 to License Agreement," modifying the terms and conditions of City Agreement No. 85-162. Under the Addendum, the City entered into a three year lease of software products, CA-Netman Problem/Change, CA-Netman OLCF and CA-Netman Financial. These additional software products, were combined with CA-1, CA-7 and CA-11, into a cost neutral package known as the "MGPT Bundle." The Addendum allowed the City to get a discount on maintenance for CA-1, CA-7 and CA-11 and add the Netman products. The Netman products are used for mainframe and microcomputer problem tracking and change control. A copy of "Addendum #1 to License Agreement" is attached to the proposed amendment as Exhibit B.

When the three year lease was up for renewal in March 1992, the City was billed the normal maintenance fee for each product without discount resulting in an increase in the annual fee of 158%. The City protested and since there were no immediate viable solutions, such as eliminating the use of the software and installing a different vendor's comparable software, City staff attempted to get Computer Associates to reduce the billing. Since March 1992, the City has been working with Computer Associates to determine the most cost-effective option for the City.

Under the terms negotiated with Computer Associates, the City would retroactively change the Netman products from a three year lease as of March 31, 1992 to a one year lease, reducing the amount due through discounts, and cancel CA-Netman OLCF and CA-Netman Financial upon the effective date of this amendment. For CA-1, CA-7 and CA-11, the City would revert from a three year lease back to annual maintenance as originally contracted in City Agreement No. 85-162, reducing the amount due through discounts.

City Council
 Request for Authorization to Amend City
 Agreement No. 85-162 with Computer Associates.
 June 1, 1994

FINANCIAL CONSIDERATIONS

If the three year lease is renewed under the current agreement, the annual payments would be \$84,194 for a total of \$252,582. The breakdown for each software product would be as follows.

CURRENT AGREEMENT AND BILLING:

Product	1992	1993	1994
CA-Netman Problem/Change	11,766	11,766	11,766
CA-Netman OLCF	6,627	6,627	6,627
CA-Netman Financial	11,766	11,766	11,766
CA-1	12,355	12,355	12,355
CA-7	31,090	31,090	31,090
CA-11	10,590	10,590	10,590
TOTAL	\$84,194	\$84,194	\$84,194

The proposed Amendment would reduce the annual payments for the three year period to \$49,988 for each of the first two years and \$38,095 for the third year for a total of \$138,071. The breakdown for each software product would be as follows.

PROPOSED AMENDMENT:

Product	1992	1993	1994
CA-Netman Problem/Change	11,766	11,766	11,766
CA-Netman OLCF	6,627	6,627	0
CA-Netman Financial	11,766	11,766	0
Less discount	(6,500)	(6,500)	0
Actual cost	5,266	5,266	0
CA-1	12,355	12,355	12,355
Less discount	(6,335)	(6,335)	(6,335)
Actual cost	6,020	6,020	6,020

City Council
Request for Authorization to Amend City
Agreement No. 85-162 with Computer Associates.
June 1, 1994

CA-7	31,090	31,090	31,090
Less discount	(15,941)	(15,941)	(15,941)
Actual cost	15,149	15,149	15,149
CA-11	10,590	10,590	10,590
Less discount	(5,430)	(5,430)	(5,430)
Actual cost	5,160	5,160	5,160
TOTAL	\$49,988	\$49,988	\$38,095

In Summary, the proposed amendment will result in a savings of \$114,511.

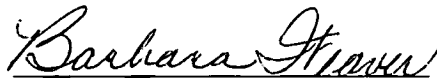
POLICY CONSIDERATIONS

This recommendation is in accordance with City Code Section 57.02.202, which requires that contracts for supplies or nonprofessional services involving an expenditure of fifty thousand dollars or more be awarded by the City Council.

M/WBE


Due to its proprietary nature, the software and maintenance services provide by Computer Associates under this agreement are not available from other vendors.

Respectfully submitted,



Barbara Weaver
Director, Information/Communication Services

Recommendation Approved:



William H. Edgar,
City Manager

ATTACHMENT A
PRODUCT DESCRIPTIONS

CA-1 - A tape management system which provides the control, reporting capability and facilities to efficiently manage data center tape resources.

CA-7 - A comprehensive production control scheduling system which automatically controls, schedules and initiates programs according to time-driven and/or event-driven activities.

CA-11 - An automated restart and rerun system which consists of rerun handling and the analysis of production runs. It automatically restarts programs instead of initiating a complete rerun greatly reducing the expenditure of resources.

CA-NETMAN PROBLEM/CHANGE - Maintains detailed information about all mainframe and microcomputer problems, including statistics on equipment reliability. It automatically tracks the availability of all components, including those made unavailable by the failure of a related component. It also maintains records of changes, such as installation of a new procedure or system, and the components they affect.

CA-NETMAN OLCF (On-Line Customization Facility) - Allows screens and reports to be customized or added to Netman without additional programming.

CA-NETMAN FINANCIAL - Maintains complete financial information about every component, including cost allocation, depreciation and all costs associated with the component.

RESOLUTION NO. 94-392

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

APPROVED
BY THE CITY COUNCIL
JUN 21 1994
OFFICE OF THE
CITY CLERK

RESOLUTION AUTHORIZING AMENDMENT OF AGREEMENT NO. 85-162 AND
ADDENDUM #1 TO THE AGREEMENT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO THAT
AGREEMENT NO. 85-162 AND ADDENDUM #1 TO THE AGREEMENT SHOULD BE
MODIFIED AS FOLLOWS:

1. For CA-1, CA-7 and CA-11, the City revert from a three year lease back to annual maintenance as originally contracted in City Agreement No. 85-162.
2. For CA-Netman products, the City revert from a three year lease to a one year lease and terminate CA-Netman OLCF and CA-Netman Financial upon the effective date of this amendment.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____



LICENSE AGREEMENT FOR
UCCEL SYSTEMS SOFTWARE

BETWEEN

UCCEL CORPORATION

AND

City of Sacramento
(CUSTOMER)

819 10th Street
(ADDRESS)

Sacramento, California 95814
(CITY) (STATE) (ZIP CODE)

THIS AGREEMENT sets forth the terms and conditions under which UCCEL CORPORATION (hereinafter referred to as "UCCEL") will license to Customer the use of the UCCEL Systems Software program(s) as specified herein (which program(s) and any related documentation are sometimes hereinafter collectively referred to as the "Program").

Term

The term of this Agreement shall commence on the date of execution hereof and shall remain in effect for as long as any Program is licensed hereunder. The term of each license granted hereunder shall commence on the date the Program tape is received by the Customer and shall remain in effect for the period of time specified in Schedule A hereto (by this reference made a part hereof).

License

For the applicable term as provided in Schedule "A", UCCEL does hereby grant to Customer under the terms and conditions of this Agreement, a personal, nontransferable and nonexclusive license to use each Program specified in Schedule "A" on the Central Processing Unit(s) and its associated units (hereinafter referred to together as "CPU") and/or at the location specifically described in Schedule A.

Acceptance Period

CUSTOMER SHALL HAVE AN ACCEPTANCE PERIOD IN WHICH TO EVALUATE EACH PROGRAM. SUCH ACCEPTANCE PERIOD SHALL COMMENCE ON THE DATE THE PROGRAM TAPE IS RECEIVED BY THE CUSTOMER AND SHALL REMAIN IN EFFECT FOR THE APPLICABLE NUMBER OF DAYS SPECIFIED IN SCHEDULE "A".

The terms of the Agreement are agreed to by:

UCCEL CORPORATION
UCCEL Tower/Exchange Park
Dallas, Texas 75227

BY: [Signature]
(Authorized Signature)
R. A. Wiggins
Name (Type or Print)
Vice President of E & A
Title Systems Software Group
April 25, 1986
Date

IF AT ANY TIME DURING THE ACCEPTANCE PERIOD THE PROGRAM DOES NOT PERFORM TO CUSTOMER'S SATISFACTION AND CUSTOMER NOTIFIES UCCEL IN WRITING THAT IT IS NOT ACCEPTING THE PROGRAM, THE LICENSE FOR SUCH PROGRAM SHALL BE TERMINATED. LICENSE CHARGES ASSOCIATED WITH THE TERMINATED PROGRAM WILL NOT APPLY AND UCCEL WILL IMMEDIATELY REFUND TO CUSTOMER ALL LICENSE CHARGES, IF ANY, PAID BY CUSTOMER FOR THE TERMINATED PROGRAM.

Complete Agreement

THE CUSTOMER AGREES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. IT IS FURTHER AGREED THAT THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS BETWEEN THE CUSTOMER AND UCCEL COVERING THE PERFORMANCE HEREOF. CUSTOMER FURTHER AGREES THAT ANY TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER INSTRUMENT ISSUED BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT WHICH ARE IN ADDITION TO OR INCONSISTENT WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL NOT BE BINDING ON UCCEL AND SHALL NOT APPLY TO THIS AGREEMENT.

This Agreement may be modified only by a written instrument duly executed by an authorized representative of UCCEL and Customer. This Agreement shall be construed in accordance with the laws of the State of Texas.

City of Sacramento
(Customer)
BY: [Signature]
(Authorized Signature)
Solon Wisham, Jr.
Name (Print or Type)
Asst. City Manager
Title
4-17-86
Date

City Agreement No. _____

85162

City Agreement No. 85162

GENERAL TERMS AND CONDITIONS

I. Use by Customer

- A. The use permitted under this license shall be only at the location (the "Designated Location") or on the CPU's (the "Designated CPU") specified in Schedule "A". Where use is not restricted to a Designated CPU, the license permits the use of a Program on all CPU's at the Designated Location. For purposes of this Agreement "Designated Location" shall mean a single room or contiguous rooms. A Designated CPU license permits use of a Program only on the Designated CPU at the Designated Location.
- B. If the Designated Location or CPU is inoperative due to malfunction, the license granted under this Agreement is temporarily extended to authorize the Customer to use the Program on another CPU of Customer or at another Customer location. At the time the Designated CPU or Location becomes operative, Customer shall promptly return the Program to the Designated CPU or Location and the temporary extension shall be revoked without further notice.
- C. If the Customer discontinues use of the Program at the Designated CPU or Location specified in Schedule "A", and desires to continue use of the Program at another Customer location or another CPU of Customer, then it may do so by giving prior written notice to UCCEL, specifying the new Designated Location and, if applicable, the serial number of the CPU's.
- D. Subject to Article V, Customer may use the Program on another CPU or at another location for the purpose of testing and backup use under an emergency situation. Any such testing will only be done to confirm that the end results obtained at the backup location are consistent with the results obtained at Customer's Designated Location. Customer understands that the use of the Program and the test results for any other purpose is not permitted.
- E. Customer may license the Program under a lease, installment payout or unlimited license arrangement. Under an unlimited license arrangement, Customer pays a one-time license fee for the use of the Program. Under an installment payout, after Customer has paid all the required monthly payments, the license for such Program copy shall automatically convert to an unlimited license with no obligation for Customer to pay additional license charges. Under a lease arrangement, Customer may continue to use a Program at expiration of the then current term by executing an Amendment to this Agreement and paying the applicable license charge then in effect.

II. Payment

- A. The charge for licensing the Program is set forth on Schedule "A". Customer's applicable payment obligation shall commence on the date the Program is delivered and Customer shall make payment thereof within thirty (30) days after the date of UCCEL's invoice.
- B. Services rendered by UCCEL, which are not part of the services UCCEL has agreed to perform as a part of this Agreement will be charged to Customer at UCCEL's standard rates then in effect plus all reasonable out-of-pocket expenses, including but not limited to: lodging, transportation, including round trip air fare, and meals with a minimum charge of one (1) man day.
- C. In addition to all charges made hereunder, Customer shall pay to UCCEL all taxes that are applicable to this Agreement or are measured directly by payments made under it and are required to be collected by UCCEL or paid by UCCEL to tax authorities. This provision includes sales, use, excise and personal property taxes but does not include UCCEL's franchise taxes, taxes based on UCCEL's net income or taxes for which the Customer is exempt by law and for which Customer has furnished UCCEL a bonafide tax exemption certificate.

III. Delivery and Installation

- A. UCCEL will deliver each Program licensed hereunder on magnetic tape for installation by Customer.

- B. Accompanying the Program will be three (3) copies of the User's Guide plus any related published documentation.

- C. UCCEL will also provide training, instruction and consultation to assist Customer in its installation of the Program for up to the number of man days specified on Schedule "A", provided, however, that such man days must be utilized by Customer within one (1) year from date of delivery of the applicable Program.

Such man-days will be provided at no charge except that Customer shall reimburse UCCEL for all reasonable out-of-pocket expenses, such as transportation, including round trip air fare, lodging and meals. Such support will be provided at a mutually agreed upon schedule. Responsibility for the installation of the Program, however, remains with the Customer.

- D. UCCEL shall assume all risks of loss or damage to the Program during transit to and from the Customer's premises.

IV. Maintenance and Program Modifications

- A. For one (1) year from delivery of the Program or for as long as Customer is paying a monthly License Fee (whichever is greater, the "Initial Maintenance Period") UCCEL will:

1. Supply a temporary fix or make a reasonable attempt to make an emergency bypass to the problem, if the Program yields incorrect results and if UCCEL diagnoses the problem as a defect in a current, unaltered release of the Program.
2. Provide the Customer any known problem solutions relating to the Program, as said solutions become known to UCCEL.
3. Provide modifications to the Program to accommodate any new IBM Operating System release, provided the hardware instruction set and/or Operating system remain upward compatible and further provided UCCEL has available to it all the necessary information regarding the Operating System release and UCCEL has installed and operated said modifications for its own use or for the use of any customer of UCCEL at the time Customer requests, in writing, said modifications. Such modifications shall be provided to Customer at no cost, subject to subparagraph IV.A.4 herein below, when the Program update incorporating such modifications is released for general distribution.
4. Provide the Customer with modifications, improvements, and refinements to the Program which are not separately priced or marketed by UCCEL.
5. Maintain the Program consistent with the latest published User's Guide.

- B. "Extended Maintenance," for purposes of this Agreement, is defined as a continuation of maintenance as described above beyond the applicable Initial Maintenance Period. For as long as UCCEL is maintaining the Program the above-defined Extended Maintenance is automatically provided and renewed in increments of twelve (12) months each at UCCEL's applicable standard maintenance charge then in effect at the beginning of each such Extended Maintenance period, payable at the beginning of each such twelve (12) month period. Customer may elect not to avail itself of the Extended Maintenance service if Customer so notifies UCCEL within thirty (30) days prior to the commencement of any Extended Maintenance period. Should Customer decline Extended Maintenance but does elect to continue such service some time subsequent thereto, then Customer agrees to execute an Extended Maintenance Amendment for a term of one (1) year commencing on execution thereof and, in addition thereto, pay to UCCEL an amount equivalent to the prorata portion of UCCEL's then current standard maintenance fee for the elapsed interval between the expiration of the last previous maintenance period and the effective date of the Extended Maintenance Amendment.

C. Except as expressly permitted under this Agreement, Customer may not reproduce, distribute or apply any material or information provided as maintenance support for a given copy of a Program hereunder to any other copy or copies of the same Program installed at a different Designated Location, unless such copy or copies are then currently under Initial or Extended Maintenance pursuant to Article IV.

D. Notwithstanding the foregoing, however, Customer understands and agrees that it is Customer's obligation to install all fixes, problem solutions, modifications and other changes to the Program provided by UCCEL hereunder.

V. Proprietary Data

A. Customer acknowledges that the Programs constitute trade secrets and proprietary data of UCCEL or UCCEL's licensor from whom UCCEL has obtained marketing rights, and that the Programs are and shall remain the property of UCCEL or UCCEL's licensor both before and after termination or expiration of this Agreement.

B. Except as provided in Article V.C. below, Customer agrees not to sell, assign, distribute or disclose a Program or any part thereof to any other person, firm or corporation except as specifically authorized in writing by UCCEL or by this Agreement and shall use reasonable efforts to confine knowledge and use of each Program only to its employees who require such knowledge and use in the ordinary course and scope of their employment by Customer.

C. Subject to the conditions set forth below and to the extent required for use by such parties, Customer may disclose certain documentation pertaining to a given Program to: (i) persons who are employed as auditors by a public accounting firm or by a federal or state agency, (ii) third parties who utilize the Program in connection with data processing services obtained from Customer, and (iii) third parties when they are on Customer's premises for purposes specifically related to Customer's use of the Program. In addition Customer may disclose the Program for use only as required at a backup location as specified in Article I. D. Such right of disclosure is conditioned upon Customer advising each such party that the Program and documentation is proprietary and requiring such party to safeguard and protect the proprietary nature thereof and to return the disclosed materials to Customer upon completion of use. Customer acknowledges that in granting such right of disclosure UCCEL is not waiving any of its rights under this Agreement and Customer is not relieved of any liability in the event any party to whom such disclosure is made improperly uses or discloses the Program or documentation.

D. Customer further agrees that unless specifically authorized under this Agreement or except for ordinary and necessary backup purposes it will not use, make, or have made any more copies of a Program or any part thereof than are delivered by UCCEL for Customer's use hereunder.

E. The provisions of this Article V shall apply to the Program as delivered by UCCEL or as modified or otherwise enhanced by either party to the extent such modifications or enhancements by Customer contain UCCEL Program code or logic, and to any material and information regarding the Program which has been given to Customer prior to the date of this Agreement and shall survive expiration or termination of this Agreement or any license created hereunder.

VI. Defense of Suit

UCCEL will defend at its expense any action brought against the Customer to the extent that it is based on a claim that the Program, when used within the scope of this Agreement, infringes a United States patent, copyright, trade secret or other proprietary right and subject to Article VII hereof, UCCEL will pay any costs, damages and attorney fees finally awarded against the Customer in such action which are attributable to such claim, provided that the Customer notifies UCCEL promptly in writing of the claim and UCCEL may fully participate in the defense and/or agrees to any settlement of such claim. Should a Program become, or in UCCEL's opinion is likely to become, the subject of a claim of any such infringement, UCCEL may procure for Customer the

right to continue using the Program, or replace or modify it to make it noninfringing. UCCEL shall have no liability for any claim of infringement based on (1) use of other than a current unaltered release of a Program available from UCCEL if such infringement would have been avoided by use of a current unaltered release of the Program or (2) use or combination of the Program with non-UCCEL programs or data if such infringement would have been avoided by the use or combination of the Program with other programs or data. The foregoing states the entire liability of UCCEL with respect to infringement of any United States patent, copyright, trade secret or other proprietary right by the Programs or optional materials or any parts thereof.

VII. Limitations of Liability

UCCEL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Customer agrees that except for liability for infringement of any United States patent or copyright, trade secret or other proprietary right, UCCEL's liability for damages, regardless of the form of action, shall not exceed the license fees paid by Customer for the particular Program or optional materials involved.

IN NO EVENT WILL UCCEL BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF UCCEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VIII. Termination

A. This Agreement or any license created hereunder may be terminated prior to the expiration of the applicable term as follows:

1. By Customer at any time during the applicable acceptance period, if the Program does not perform to Customer's satisfaction and Customer so notifies UCCEL in writing, or

2. By either party upon material failure of the other party to perform its responsibilities and obligations hereunder by submitting notice in writing to the other party of the material failure, provided the material failure has not been corrected within thirty (30) days after receipt of such notice.

B. Upon expiration of the applicable term, or any renewal thereof, or if terminated for any reason, Customer shall promptly return the applicable Program and all related data and documentation to UCCEL, and Customer shall additionally make prompt payment in full to UCCEL for all amounts due and owing as of the effective date of termination for the terminated Program.

IX. Nonassignability

Neither this Agreement, any license created hereunder nor any Program may be assigned, sublicensed or otherwise transferred by Customer without UCCEL's prior written consent.

X. Notices

Notice to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given if made in writing and sent by Certified Mail postage prepaid.

Until either party hereto advises the other party of a change in address, all notices shall be sent to the addresses specified in writing on the front of this Agreement and shall be sent to the attention of the following persons:

If to UCCEL: Manager, Contract Administration

If to Customer: _____

XI. Alteration by Customer

Unless specifically directed by UCCEL in connection with maintenance provided pursuant to Article IV, UCCEL shall not be responsible in any regard for any Program which is altered by Customer and Customer assumes any and all risks and liabilities arising from such alteration.

SCHEDULE "A"

1446

I. Program	Type of License (Location or CPU)	Term	License Fee (Monthly/One Time)	Tape Will Arrive on or About	Designated Location(s) Designated CPU (Type & Serial #)
UCC SEVEN BASIC	CPU	Unl.	\$39,000/one time		819 10th St., Sac., Ca. 95814 Serial # 4381P12/#01-14416
UCC ONE	Loc.	Unl.	20,800/one time		819 10th St., Sac., Ca. 95814
UCC ELEVEN	Loc.	Unl.	16,800/one time		" "

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II. Program	Man-Days of Support	Acceptance Period	Special Provisions
UCC ONE	1	30 days	None
UCC TWO	1	30 days	None
UCC THREE-ADAM	1	30 days	Customer hereby waives any and all claims it may have now or in the future against the licensor of UCCEL of the UCC THREE-ADAM source code arising out of Customer's use of such Program and agrees that any and all liability for such claims shall rest with UCCEL, subject to Article VII.
UCC FOUR XXXXXX	1 x	30 days XXXXXX	None XXXXXX
UCC SEVEN BASIC	4	60 days	None
UCC SEVEN/RPT UCC EIGHT	1 x4	30 days 60 days	None Use restricted to Customer's internal use and for the providing of data processing services to Customer's parent and/or subsidiaries.
UCC NINE (Reliability Plus)	1	30 days	As part of UCCEL's maintenance obligation, UCCEL will process one (1) magnetic tape per month as furnished by Customer, which tape shall be in a form and format and will contain certain data as specified by UCCEL and be acceptable for input into a data base which is maintained by UCCEL. Customer understands and agrees that it will use its best efforts to provide UCCEL with such input each month. UCCEL will monthly furnish Customer with certain statistical reports ("Output Reports") derived from such data base. If the hardware or software associated with the operation of UCC NINE (Reliability Plus) is modified, UCCEL may be unable to provide UCCEL's standard maintenance support. UCCEL's licensor for UCC NINE (Reliability Plus) also retains ownership in and to the data base and output derived from the data base.
UCC TEN	2	30 days	None
UCC ELEVEN	1	30 days	None
UCC TWENTY	0	30 days	None

III. The prices and discounts, if any, provided under this Agreement are valid only if Customer accepts delivery of the Program(s) within six (6) months from the date of UCCEL's acceptance of the Agreement. Should Customer not accept any one of the above listed Program(s) during the applicable acceptance period, the license fees for the Program(s) retained will revert back to the current standard license charge and applicable discount in effect at the time the Program(s) was licensed.

INITIALED FOR IDENTIFICATION PURPOSES:

UCCEL CORPORATION

BY:

[Signature]

City of Sacramento

(Customer)

BY:

[Signature]

BY:

Deputy City Clerk

[Signature]

EXHIBIT B

ADDENDUM #1 TO LICENSE AGREEMENT

BETWEEN
COMPUTER ASSOCIATES INTERNATIONAL, INC. (CAI)

AND

CITY OF SACRAMENTO

The MGPT Bundle will include the following CA Program Products:

CA-1
CA-7
CA-11
CA-Netman Problem/Change
CA-Netman/OLCF

This bundle will supercede the following License Agreement for:

CA-1 #025605-001
CA-7 #025604-001
CA-11 #025606-001

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By: 

JULY 20, 1989

CITY OF SACRAMENTO

 By: 



Computer Associates International, Inc. 711 Stewart Avenue Garden City, NY 11530-4787 (516) 227-3300

Licensee Name And Address: City of Sacramento

819 10th Street Sacramento, CA 95814

License Agreement No. 925608-002 Site I.D. No. 115294 Tax Exempt N
(Y or N)

Licensee P.O. Reference No. (Insert "NA" if not required) _____ P.O. Expiration Date _____

Installation Site Location: (If Different From Above) _____

Licensee Technical Contact Person: _____

Licensee Billing Address: (If Different From Above) _____

Licensee Shipping Address: (If Different From Above) _____

Licensee Shipping Contact Person _____

CA Order No. To be completed by Sales Accounting	Product, Service or Materials	Designated CPU(s) if Licensed Program is ordered				Initial Invoice Amount (Net Of Taxes)
		Manufacturer	Model	Operating System	CPU Serial No.	
025608-002	CA-Netman/Financial (Group 40)	IBM	3081	MVS	23276	-0-

Effective Date of this Order: March 31, 1989 Installation No. _____ for password protected products

Check one of the following Pay Option Plans if Licensed Program is ordered:

- A0: Five equal payments in the amount of \$ _____ per year
- A8: Three equal payments in the amount of \$ _____ per year
- G1: A single payment in the amount of \$ _____
- G2: Thirty-six equal payments in the amount of \$ _____ per month
- G3: A single payment in the amount of \$ _____
- G4: A single payment in the amount of \$ _____
- G5: A single payment in the amount of \$ _____
- G6: Three equal payments in the amount of \$ -0- per year
- G7: Thirty-six equal payments in the amount of \$ _____ per month

(See Reverse Side
for a detailed
description of each
Pay Option and
for additional
important provisions)

Complete this section only if this Order Form amends an existing License Agreement or prior Order Form.

License Agreement Number or prior Order Form Number to be amended: _____

Check only one: Additional CPU CPU Upgrade Pay Option Change from _____ to _____

Computer Associates International, Inc.

By: Robert E. Dinkel
(Authorized Signature)
ROBERT E. DINKEL - SR. VICE PRESIDENT
INFORMATION SYSTEMS PRODUCTS DIVISION
Name of Person Signing

Licensee:
By: Barbara C. Weaver
(Authorized Signature)
BARBARA C. WEAVER DIRECTOR
Type or Print Name and Title of Person Signing

NOVEMBER 3, 1989
Date

AUGUST 23, 1989
Date

ADDENDUM TO LICENSE AGREEMENT BETWEEN
COMPUTER ASSOCIATES INTERNATIONAL, INC.

AND

CITY OF SACRAMENTO

This Addendum and attached Order Form represents an addition to the original License Agreement (Contract #025608-002) Addendum #1.

CA-NETMAN/FINANCIAL (MVS) will be included as part of the MGPT Bundle.

The MGPT Bundle will now consist of the following CA Program Products:

CA-1	CA-NETMAN PROBLEM/CHANGE
CA-7	CA-NETMAN/OLCF
CA-11	CA-NETMAN/FINANCIAL

All other terms and conditions previously outlined to which this Agreement is referencing will remain as is.

COMPUTER ASSOCIATES
INTERNATIONAL

BY *Robert E. Dinkel*
ROBERT E. DINKEL - SR. VICE PRES.
TITLE INFORMATION SYS. PROD. DIV.
DATE NOVEMBER 3, 1989

CITY OF SACRAMENTO

BY *Barbara Heaven*
TITLE DIRECTOR OF DATA MANAGEMENT
DATE AUGUST 23, 1989

FILE



ADDITIONAL LICENSED PROGRAM AND/OR INSTALLATION SUPPLEMENT

Computer Associates International, Inc. ("CA") and City of Sacramento ("Licensee") Client No. _____ agree that License Agreement No. 063222 (the "Agreement") currently in effect is amended as follows:

1. To add the following Licensed Program and/or Installation:

Licensed Program MGPT Bundle

Installation 619 10th Street Sacramento California 95814

Payment Option G-6

Designated CPU(s) To Be Licensed:

Table with 5 columns: Manufacturer, Model, Group, Operating System, CPU Identification No. Row 1: IBM, 3081, 40, mvs, 23276

2. If the Agreement currently provides for a license of the Licensed Program for use on an "installation or site basis", then the same shall be amended, for purposes of the Licensed Program and/or the installation being licensed pursuant to this Supplement, to a license for use on a "per CPU basis" and upon acceptance of this Supplement by CA, a copy of the Licensed Program described in this Supplement, in machine-readable form, will be supplied to Licensee and this Agreement authorizes Licensee to use such Licensed Program only with the Designated CPU(s) of Licensee and at the installation of Licensee set forth above:

3. The license term for the additional Licensed Program or installation shall commence on 3 31 89

The period of the license for the items covered by this Supplement and the maintenance services to which Licensee is entitled are identified by the selected Payment Option and are set forth in the Price Terms attached to this Supplement.

4. Except as amended by this Supplement, the Agreement shall in all other respects remain in full force and effect.

COMPUTER ASSOCIATES INTERNATIONAL, INC.

LICENSEE

By [Signature] ROBERT E DINKEL, SENIOR VICE PRESIDENT

By [Signature] Barbara C. Weaver

INFORMATION SYSTEMS PRODUCTS GROUP

Barbara C. Weaver

Type Or Print Name Of Person Signing

Type Or Print Name Of Person Signing

JULY 20, 1989

Director of Data Management

025608-002, 004, 005, 007

May 22, 1989

Supplement No.

Date

Note: A separate Supplement must be completed for each additional Licensed Program and additional installation.

A



Computer Associates International, Inc. One Computer Associates Plaza Islandia, NY 11788-7000 (516) 342-5224 FAX (516) 342-5329

Licensee Name And Address: CITY OF SACRAMENTO
819 10th Street Sacramento, CA 95814

License Agreement No.: _____ If Tax Exempt, Number: _____ (attach certificate)

Installation/Service Site Location: (If different from above) _____

Installation/Service Site I.D. No.: 118194

Licensee Technical Contact Person: Mr. Bob Badgley Phone (916) 264-5763

Licensee Billing Address: (If different from above) _____

Licensee Billing Contact Person: (If different from above) _____ Phone: _____

Licensee Shipping Address: (If different from above) _____

Licensee Shipping Contact Person: _____ Phone: _____

Installation No. _____ for password protected products. Licensee P.O. No.: (If required) _____

Initial Media Type (check one): T1600 _____ T6250 _____ C3480 _____ Other _____ (Describe)

CA Supplement No. To be completed by Sales Accounting	Licensed Program(s). Services or Materials	Designated CPU(s) Information				Maximum Power Units or Users	Initial Invoice Amount (Net Of Taxes)
		Manufacturer	Model	Operating System	CPU Serial No.		
	CA-NETMAN/FINANCIAL	IBM	3081	MVS	23276		\$10,532
	CA-NETMAN/OLCF	IBM	3081	MVS	23276		\$13,254
			3090		172213		

Effective Date of this Order: March 31, 1993

- A0: Five equal payments in the amount of \$ _____ per year
- A8: Three equal payments in the amount of \$ _____ per year
- G1: A single payment in the amount of \$ _____
- G2: Thirty-six equal payments in the amount of \$ _____ per month
- G3: A single payment in the amount of \$ _____
- G4: A single payment in the amount of \$ _____
- G5: A single payment in the amount of \$ 23,786
- G6: Three equal payments in the amount of \$ _____ per year
- G7: Thirty-six equal payments in the amount of \$ _____ per month

- G0: A single payment in the amount of \$ _____ for:
 - Services (attach description)
 - Upgrade to CPU designated above
from CPU _____
Mfg. Model Op. Sys. Serial No
 - Maintenance Reinstatement through _____
Date
 - Transfer Fee (attach description)
 - Other Supplemental Fee (attach description)

SEE ATTACHMENTS:
 EXHIBIT A
 EXHIBIT B

If applicable, change to Pay Option specified above from Pay Option _____
 for Licensed Program CA-NETMAN/FINANCIAL, CA-NETMAN/OLCF

(See Reverse Side for a detailed description of each Pay Option and for additional important provisions.)

Computer Associates International, Inc.
 By: *Judy Maguire*
 (Authorized Signature)

 Name of Person Signing

Licensee CITY OF SACRAMENTO
 By: _____
 (Authorized Signature)

 Type or Print Name and Title of Person Signing

Date

Date

**Amendment to License Agreement
Between City of Sacramento and
Computer Associates International, Inc.
(City Agreement No. 85162, and Addendum Thereto)
and Accord and Satisfaction**

RECITALS

- A. On or about April 15, 1986, the City of Sacramento entered into City Agreement No. 85162, a license agreement with UCCEL Corporation, predecessor in interest to Computer Associates International, Inc. (hereinafter Computer Associates), for utility software products then known and commonly referred to as "UCC-1," "UCC-7" and "UCC-11" and currently commonly known and referred to by Computer Associates and the City as CA-1, CA-7, and CA-11. Computer Associates is the successor in interest to UCCEL Corporation and was assigned all rights, title, interest and responsibilities to, for or under Agreement No. 85162. A copy of City Agreement No. 85162 is attached as Exhibit A hereto.
- B. On or about August 23, 1989, Computer Associates and the City of Sacramento entered into "Addendum # 1 to License Agreement," whereby the parties modified the terms and conditions of City Agreement No. 85162. Pursuant to this Addendum, the City licensed certain additional software products known and commonly referred to as "CA-Netman Problem/Change," "CA-Netman/OLCF" and "CA-Netman/Financial." These additional software products, when combined with the software products known and referred to as CA-1, CA-7 and CA-11, are known and referred to by the parties as the "MGPT Bundle." A copy of "Addendum #1 to License Agreement" is attached as Exhibit B.
- C. A potential dispute or controversy exists concerning the amounts, if any, due and owing by the City pursuant to Agreement No. 85162 and "Addendum # 1 to License Agreement" for license(s) to, and/or extended maintenance services provided for, the software products identified in Paragraphs A and B above. By this Amendment, the parties wish to resolve any and all disputes or controversy concerning amounts due and owing by City to Computer Associates through the date of execution of this Agreement, and to clarify the terms and conditions of the contractual relationship of the parties for purposes of future transactions concerning the software products identified in Paragraphs A and B above.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. CA-1, CA-7 and CA-11 Software Products
- a. Extended Maintenance Services for March 31, 1992 through March 31, 1993: For extended maintenance services provided by Computer Associates for the period March 31, 1992 to March 31, 1993 for the software products known and referred to as CA-1, CA-7 and CA-11, the City shall pay to Computer Associates the combined sum of Twenty-six thousand, three hundred and twenty-nine dollars (\$26,329.00), with the extended maintenance service fee for each software product being in the following amounts: CA-1, Six thousand and twenty dollars (\$6,020.00); CA-7,

Fifteen thousand, one hundred and forty-nine dollars (\$15,149.00); and CA-11 Five thousand, one hundred and sixty dollars (\$5,160.00). The aforesaid amount shall be paid by City within a reasonable period of time, not to exceed thirty (30) days, from the date of execution of this Agreement.

- b. Extended Maintenance Services for March 31, 1993 through March 31, 1994: For extended maintenance services provided by Computer Associates for the period March 31, 1993 to March 31, 1994 for the software products known and referred to as CA-1, CA-7 and CA-11, the City shall pay to Computer Associates the combined sum of Twenty-six thousand, three hundred and twenty-nine dollars (\$26,329.00), with the extended maintenance service fee for each software product being in the following amounts: CA-1, Six thousand and twenty dollars (\$6,020.00); CA-7, Fifteen thousand, one hundred and forty-nine dollars (\$15,149.00); and CA-11 Five thousand, one hundred and sixty dollars (\$5,160.00). The aforesaid amount shall be paid by the City not later than July 1, 1994 or sixty days following the date on which the City Council approves the City budget for fiscal year 1995, whichever occurs later.
- c. Extended Maintenance Services for periods after March 31, 1994: Extended maintenance services for periods after March 31, 1994 shall be governed by the terms and provisions of Agreement No. 85162, attached as Exhibit A hereto.
- d. Accord and Satisfaction: Payment of the amounts specified in 1 and 2 above shall constitute full and complete satisfaction of any and all financial obligations due and owing by City pursuant to Agreement No. 85162, as modified by Addendum # 1, with regard to extended maintenance services through March 31, 1994 for the software products CA-1, CA-7 and CA-11. It is agreed and understood by the parties that the City previously paid for, and enjoys, an "unlimited license arrangement" as that term is defined in Agreement No. 85162 as to CA-1, CA-7 and CA-11, and that no further payments shall be required by the City for the license for CA-1, CA-7 and CA-11; or for extended maintenance for CA-1, CA-7, and CA-11 through March 31, 1994 and that the City's additional obligations, if any, beyond those specified in paragraphs a through c above, shall be as specified in Agreement No. 85162.

2. Licenses and Maintenance Services for CA-Netman/Financial, CA-Netman/OLCF, and CA-Netman Problem/Change

- a. Licenses for March 31, 1992 through March 31, 1993: For the licenses to use CA-Netman/Financial, CA-Netman/OLCF, and CA-Netman Problem/Change for the period March 31, 1992 to March 31, 1993 and for the maintenance services provided therewith for the period March 31, 1992 to March 31, 1993, the City shall pay to Computer Associates the combined sum of Twenty-three thousand, six hundred and fifty-nine dollars (\$23,659.00), with the combined license and maintenance service fees being in the following total amounts: CA-Netman/Financial, Five thousand, two hundred and sixty-six dollars (\$5,266.00); CA-Netman/OLCF, Six thousand, six hundred and twenty-seven dollars (\$6,627.00); and CA-Netman Problem/Change, Eleven thousand, seven hundred and sixty-six dollars (\$11,766.00). The aforesaid amount shall be paid by City within a reasonable period time, not to exceed thirty (30) days, from the date of execution of this Agreement.
- b. Licenses for March 31, 1993 through March 31, 1994: For the licenses to use CA-Netman/Financial and CA-Netman/OLCF from March 31, 1993 through the effective

date of this Agreement and for the maintenance services provided therewith, and for the license to use CA-Netman Problem/Change from March 31, 1993 through March 31, 1994 and for the maintenance services provided therewith, the City shall pay to Computer Associates the combined sum of Twenty-three thousand, six hundred and fifty-nine dollars (\$23,659.00), with the combined license and maintenance service fees for each software product being in the following amounts: CA-Netman/Financial, Five thousand, two hundred and sixty-six dollars (\$5,266.00); CA-Netman/OLCF Six thousand, six hundred and twenty-seven dollars (\$6,627.00); and CA-Netman Problem/Change, Eleven thousand, seven hundred and sixty-six dollars (\$11,766.00). The aforesaid amount shall be paid by the City not later than July 1, 1994 or sixty days following the date on which the City Council approves the City budget for fiscal year 1995, whichever occurs later.

- c. Termination of Licenses for CA-Netman/Financial and CA-Netman/OLCF: The City's license to use CA-Netman/Financial and CA-Netman/OLCF shall terminate upon the effective date of this Agreement, which shall be the date the Agreement is approved and executed by the City of Sacramento. Thereafter, the City shall not have the right to use CA-Netman/Financial and CA-Netman/OLCF unless a subsequent license agreement is executed.
 - d. Licenses for Periods After March 31, 1994: The City's right to license CA-Netman Problem/Change shall be governed by the terms and provisions of "Addendum # 1 to License Agreement" (Exhibit B hereto) and the terms and provisions of the Order Form attached as Exhibit C hereto.
 - e. Accord and Satisfaction: Payment of the amounts specified in a and b above shall constitute full and complete satisfaction of any and all financial obligations due and owing by City pursuant to Agreement No. 85162, as modified by Addendum # 1, with regard to software products CA-Netman/Financial, CA-Netman/OLCF and CA-Netman Problem/Change through the effective date of this Agreement.
3. Except as amended above, the provisions of City Agreement No. 85162, and the addendum thereto, known and referred to as "Addendum # 1 to License Agreement," shall remain the same. In the event of any conflict or inconsistency between the provisions of this amendment and the original agreement, the provisions of this amendment shall control in all respects.

CITY OF SACRAMENTO
A Municipal Corporation

CITY:

COMPUTER ASSOCIATES
INTERNATIONAL, INC.:

(Signature)

(Signature)

(Title)

(Title)

(Address)

ORIGINAL APPROVED AS TO FORM:

(City/State/Zip)

City Attorney

(Federal Tax I.D. # or Social Security #)
Under penalty of perjury, I certify that the
Taxpayer Identification Number and all other
information provided here are correct.

ATTEST:

(Signature)

CITY CLERK

Attachments:

Exhibit A Exhibit C
Exhibit B