

**SECOND AMENDMENT TO AGREEMENT
WITH SYBASE, INC.**

THIS SECOND AMENDMENT TO AN AGREEMENT, entered into on this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SYBASE, INC., hereinafter called "Contractor".

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement on July 1, 2001, for software support services; and

WHEREAS, on July 1, 2002, a First Amendment was entered into for upgrading of software and renewal of the software support services; and

WHEREAS, the parties now wish to further amend the Agreement to renew the software support services and extend the term of the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. Section 2. **Contract Term** is hereby amended to read as follows:

The term of this Agreement shall be from July 1, 2001 to **June 30, 2004**.

2. Section 3: **Payments** is hereby amended to read as follows:

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits and Attachments hereto, County shall make payment to Contractor in the manner and amount specified in the Exhibits and Attachments. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. In no event shall total payment under this Agreement exceed **\$142,204**.

One hundred forty two thousand two hundred and four dollars.

3. Section 14: **Merger Clause** is hereby amended to read as follows:

This Agreement including Exhibits and Attachment incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing.

4. Exhibit A2 hereby replaces Exhibit A and A1 in their entirety, and is attached hereto and incorporated by reference therein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

ATTEST:

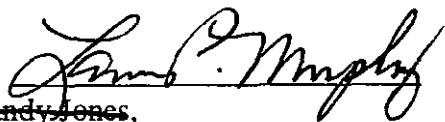
By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Clerk of the Board

Date: _____

Dated: _____

SYBASE, INC.

By: 
~~Brandy Jones,~~
~~Sybase Support Renewal~~

Lawrence P. Murphy
Senior Corporate Counsel

Date: 5/22/03

LEGAL APPROVED
By C.K.C.
Date 5/19/03

**AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND SYBASE, INC.**

I. Description of Services to be Performed by the Contractor

Contractor will provide software support services as described in Attachment E and any other related services as deemed appropriate by the HSA Director or her designee.

See Attachment E: Quotation for Software Support Renewal – 3/8/03 SupportNow Program

II. History of Payment

For Fiscal Year 2001-02 Contractor received a payment of \$40,000.

For Fiscal Year 2002-03 Contractor received a payment of \$59,394.

For Fiscal Year 2003-04 the total Agreement amount is \$42,810, as follows:

Contractor will receive a lump sum payment of \$39,810* for software support services.

The additional amount of \$3,000 shall be paid to Contractor at a rate of \$230 per hour for additional services as deemed appropriate by Human Services Director or her designee.

* (Note: Quote shown in Exhibit E, Page 3, Support Renewal Acknowledgment, does not include taxes in the amount of \$1,577.07. Above figure reflects full amount including taxes.)

The total for this Agreement shall not exceed the amount of \$142,204. The SupportNow Program fees are prepaid on an annual basis in the amount of \$39,810.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality within paragraph 8 and the Hold Harmless provision within paragraph 7 shall survive termination of this Agreement.

ATTACHMENT E

Pg 1 of 4

Sybase, Inc.
 Quotation for Software Support Renewal
 Quotation Date 03/08/03

Customer Class: SLHH
 Customer Number: 48718-1-1-1

Quote #: 1083964-0
 Customer: COUNTY OF SAN MATEO

SupportNow Program: Basic

Sales Order#	LC	PT	Catalog No.	Description	Platform	C P Y	C P U	S R	Q	T	Y	Period Beginning	Period Ending	Days	Annual Supt Fees	Total ** Prorated Support
511446	NA	ED	95232	SQL MONITOR SERVER BUNDLE	IBM-AIX	P	N	U	1	07/01/03	1	06/30/04	06/30/04	366	400.00	360.00
568598	NA	EE	12600	ADAPTIVE SERVER ENTERPRISE	IBM-AIX	P	N	300	1	07/01/03	1	06/30/04	06/30/04	366	41,400.00	37,260.00
597040	SS	EE	18423	UNIX SDK FOR IBM AIX	IBM-AIX	P	N	1	2	07/01/03	2	06/30/04	06/30/04	366	598.00	538.20
771256	SS	WE	P60537	INFOMAKER 7	PC	P	NA	NA	1	07/01/03	1	06/30/04	06/30/04	366	82.00	73.80
Annual Support Fees: 42,480.00 Support Fees: 38,232.00																
Gross Support Fees: 38,232.00 Applicable Sales Tax: 1,577.07																

459819 98476 BASIC SUPPORT CONTACTS (2)

07/01/03 06/30/04 366 0.00

Notes: ** Includes any applicable Support Discount.
 All Figures are in United States Dollars

Grand Total: 39,809.07

Prepared by: Brandy Jones / Phone number: 925/236-6744 / Fax number: (925)236-4772.
 Date: 03/13/03

Prior Years' Support Purchase Order #(s):

Order No.	Purchase Order #
459819	P9704142
511446	P9705443
568598	P9801614
597040	P0000114
771256	70100-02-C114
1109001	

Sybase, Inc.
Quotation for Software Support Renewal
Quotation Date 03/08/03

Customer Class: SLHH
Customer Number: 48718-1-1-1

Quote #: 1083964-0
Customer: COUNTY OF SAN MATEO

SupportNow Program: Basic

Active Technical Support Contacts:

Order No.	Catalog No.	Type	Contact Name	Contact ID#	Phone
459819	98476	P	Pham, Tony	223407	650-599-1780
459819	98476	S	Goncharoff, Dave	282863	650-595-7552

SUPPORT RENEWAL ACKNOWLEDGMENT

To: Sybase, Inc.
5000 Hacienda Dr.
Dublin, CA 94568
Attn: Brandy Jones
Phone number: 925/236-6744 / Fax: 925/236-4772

With regard to renewing our Sybase support in the amount of \$38,232.00 (US Dollars) plus any applicable sales taxes:

Is purchase taxable? Yes or No (circle one). If no, please provide an exemption certificate. If you have previously provided a certificate, please indicate (certificate number) _____ (state) _____.

___ Check enclosed.

___ Purchase Order enclosed. Please invoice us.

___ We accept the attached quotation. A Purchase Order will follow within 30 days. Our Purchase Order# is: _____
PO number MUST be included with this option for order processing.

___ Purchase Orders not required for the timely payment of this order. Please invoice us for the amount specified above under net 30-day terms.

Needed for all options to ensure accurate billing
Send the invoice to:

Accounts Payable Contact: _____
Phone: _____ Fax: _____

___ Please discontinue support for ALL PRODUCTS at our site.
(Note: If you choose to cancel your support, this will not invalidate the remaining portions of your Software License Agreement. If you choose to let your support lapse and then decide to reinstate, you may do so by paying all support fees that are in arrears, as well as costs incurred by Sybase to upgrade your installation to the current version of the program.)

Please Note: Support fees are due and payable in advance and may not be cancelled nor refunded after the support period has commenced.

Authorized Signature

Authorized Name (Please print)

Title

Date

Current Sold To Information
COUNTY OF SAN MATEO
Human Services Agency
400 Harbor Blvd. Bldg C
Belmont, CA 94002
Attn: Gail Akam

Customer#: 48718-1-1-1
Quote#: 1083964-0



March 13, 2003

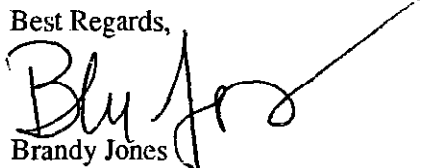
Gail Akam
COUNTY OF SAN MATEO
Human Services Agency
400 Harbor Blvd. Bldg C
Belmont, CA 94002

Dear Gail Akam:

Sybase appreciates the opportunity to present you with your SupportNow renewal quotation for this year. SupportNow makes higher level services such as 24x7 support and faster response times more attainable.

Enclosed please find your renewal quotation, based on our records of your currently supported licenses, and a description of the support to be provided. **If the list is correct, please indicate your payment choice on the enclosed acknowledgment form and return it to me. You can also fax this directly to me at (925)236-4772. To ensure continued support, please note that we must receive this acknowledgement within thirty (30) days. If the list is incomplete, please note the additional Sybase products in use at your company and notify me.**

Thank you for your continued business. We look forward to supporting you in the coming year. Should you have any questions regarding this quote or your support plan, please contact me at my direct number 925/236-6744, or through the toll free number, (800)8-SYBASE.

Best Regards,

Brandy Jones
Sybase Support Renewal

Customer#: 48718-1-1-1
Quote#: 1083964-0

- Enclosures (2)
- Renewal Quotation
- Acknowledgement Form



SAN MATEO COUNTY
MEMORANDUM

DATE: May 21, 2003
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: Carla Damante FAX: 596-3478 PONY: HSA 210
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Sybase, Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 100+

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Provide renewal of software support services for an additional year.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ <u>1m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>\$statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse
Risk Management

5-21-03
Date

PRODUCER
MARSH RISK & INSURANCE SERVICES
P.O. BOX 193880
SAN FRANCISCO, CA 94119-3880
CALIFORNIA LICENSE NO. 0437153

Attn: J, MICHAEL BERRYHILL (415) 743-8332
450557--CAS-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY
A ST. PAUL FIRE & MAR INS CO

COMPANY
B

COMPANY
C

COMPANY
D

INSURED
SYBASE, INC
ONE SYBASE DRIVE
DUBLIN, CA 94568

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	TE09405481	05/15/03	05/15/04	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER				WC STATUTORY LIMITS OTHER \$
					EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

EVIDENCE OF INSURANCE ONLY.

CERTIFICATE HOLDER

COUNTY OF SAN MATEO
ATTN: CARLA DAMANTE
262 HARBOR BOULEVARD, BUILDING A
BELMONT, CA 94002

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
By: Jennifer Wheeler *Jennifer Wheeler*

MM1(3/02) VALID AS OF 05/19/03

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/07/03

PRODUCER
Technology 650-839-6000
ABD Insurance & Financial Services
305 Walnut Street
Redwood City, CA 94063

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Sybase, Inc.
6475 Christie Ave.
Emeryville, CA 94517

INSURER A: Argonaut Insurance
INSURER B:
INSURER C:
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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC63657003144	04/01/03	04/01/04	<input checked="" type="checkbox"/> NO STATU-TORY LIMITS ; <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION Ten Day Notice for Non-Payment of Premium

San Mateo Human Services Agency
400 Harbor Blvd., Bldg. C
Belmont, CA 94002

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.

AUTHORIZED REPRESENTATIVE

