

FIRST AMENDMENT TO THE AGREEMENT WITH BUSINESS OBJECTS

THIS FIRST AMENDMENT TO AN AGREEMENT entered into on this 14th day of December, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County", and Business Objects, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, the parties entered into an Agreement on March 18, 2003, in the amount of \$94,811, for the term of April 1, 2003 to April 1, 2005, to provide for existing software with support services and new software licenses and support services for two years; and

WHEREAS, the parties now wish to amend this Agreement, to increase the amount by \$12,000, for a total obligation of \$106,811, and for Business Objects to provide professional services as follows: (1) to perform a deployment audit to maximize the use of the system across the Agency, while ensuring optimum system performance; (2) to discuss the required sizing and scoping to assist HSA in a knowledgeable decision as to hardware expansion, if and when required; and (3) to upgrade to the latest version (version 6.5) of Business Objects software and conduct knowledge transfer activities to the Business Systems Group's Information Technology Technicians to enable them to perform future upgrades. Knowledge transfer activities include system installation and configuration, in addition to well-document processes and recommendations.

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

1. **Exhibits and Attachments** The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A1 dated 3/18/03

Exhibit A2 – Effective 1/4/05– New Material Attached

Exhibit B – Equal Benefits Compliance Declaration Form

Attachment I - Support and Maintenance Renewal dated 12/19/02

Attachment II - Price Quotation dated 2/18/03

Attachment III – Proposal dated 12/1/04 – New Material Attached

2. **1. Services to be Performed by Contractor** is amended to read as follows:

"In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A1 and A2 attached hereto for the COUNTY OF SAN MATEO Human Services Agency. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract."

3. **3. Payments** is 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 A1 and A2. County shall make payment to Contractor in the manner specified herein and in Exhibits A1 and A2. 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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **\$106,811, One Hundred and Six Thousand Eight Hundred and Eleven Dollars.**

4. **Paragraph II to Exhibit A1** is hereby revised as follows:

"Upon receipt and approval of invoices, County shall pay Contractor \$39,301 for existing software support services and \$55,510 for new software and support services. Payment will be in two lump-sum amounts, one for existing software support services, and one for new software and support services. **Billing hours for services provided will be based on activities listed in the description of services above. In no event shall the total obligation under this Agreement (for the services outlined in Exhibits A1 and A2) exceed \$106,811.**"

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of March 18, 2003 shall be amended as set forth herein.
2. This First Amendment is hereby incorporated and made a part of the original Agreement and is subject to all provisions therein.
3. All provisions of the original Agreement and the First Amendment shall be binding to all parties hereto.
4. All other terms and conditions of the agreement dated March 18, 2003, between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

By: _____
Richard Gordon, President
Board of Supervisors

ATTEST:

Clerk of the Board

Dated: _____

Date: _____

BUSINESS OBJECTS

ANDREW MARKS
Directory Professional Services
Name, Title - Print

Signature

Date: 12/14/04

SERVICES TO BE PROVIDED PURSUANT TO THE FIRST AMENDMENT TO THE AGREEMENT WITH BUSINESS OBJECTS

I. Description of Services to be Performed by the Contractor and Responsibilities:

Contractor will provide professional services as follows:

- (1) Perform a Business Objects Deployment Audit to maximize the use of the system across the Human Services Agency (HSA), while ensuring optimum system performance.**
- (2) Business Objects will discuss the required sizing and scoping to assist HSA in a knowledgeable decision as to hardware expansion, if and when required.**
- (3) Business Objects will upgrade to the latest version (version 6.5) of Business Objects software and conduct knowledge transfer activities to the Business Systems Group's Information Technology Technicians to enable them to perform future upgrades. Knowledge transfer activities include system installation and configuration, in addition to well-document processes and recommendations.**

II. Amount and Method of Payment:

Payments under this First Amendment will be based on an hourly rate of \$200 per hour for a maximum amount of 50 hours, or \$10,000 plus Estimated Weekly Expenses of \$2,000, for a maximum of \$12,000. Monthly billing will be subject to approval of the Director of the Human Services Agency or her designee. Billing hours for services provided pursuant to the First Amendment will be based on activities listed in the description of services above. In no event shall total obligation under this Agreement (for the services outlined in Exhibits A1 and A2) exceed \$106,811.

III. Other Exhibits and Attachments

Exhibit B – Equal Benefits Compliance Declaration Form

Wednesday, December 01, 2004

Amy Kaiser
I. T. Supervisor
Business Systems Group
San Mateo County Human Services Agency
650.595.7961
akaiser@smchsa.org

Dear Ms. Kaiser,

In response to your request for performance of professional services, Business Objects Americas ("BOA") is pleased to submit this LOE to San Mateo County Human Services Agency ("Client") for consideration. BOA will perform such services under the terms and conditions set forth below.

Statement of Work

Client has requested assistance from BOA Professional Services to perform a Business Objects Deployment Audit to ensure functional operation from their Business Objects environment with the following anticipated outcomes and an upgrade to Business Objects version 6.5:

- Client wants the assurances that the Business Objects system is installed and configured correctly and appropriate recommendations are well documented for presentation.
- Required sizing and scoping is discussed to assist Client in a knowledgeable decision as to hardware expansion if and when required.
- Upgrade to version 6.5

Business Objects Deployment Audit – 24 Hours

During the Audit, the BOA consultant will work with Client staff to:

1. Review the scope and deliverables of the engagement as outlined in this document.
2. Evaluate Client's current deployment of Business Objects and provide recommendations on potential improvements, best practices, etc.
3. Provide knowledge transfer on the administration (including system installation and configuration), maintenance and troubleshooting of the Business Objects environment:

Internal Technical Environment for Upgrade – 20 Hours

Client currently has the following technical environment:

1. BOBJ v6.1a
2. 10 ZABO, 8 Full Client, and some Webi users
3. 10 Universes
4. 144 reports in Corporate Documents; unknown number of reports in local folders
5. Windows 2000 Server hardware

Client has been suffering with many issues around prompts. In some reports they are unable to use a list of values when a prompt comes up, but they can use the list of values inside the query panel. On-site consultant will contact BOA technical support to review issues logged since January 2004. Client upgraded from version 5.x to version 6.1a on their own.

Assumptions

For this engagement, BOA is making the following assumptions:

- o Consultant will have complete access to the server environment including System Administration privileges or unfettered access to a resource with these privileges
- o For the application installation, client will ensure that the Windows server is available and installed with a compatible operating system with all appropriate service packs.
- o Client will provide a documented list of expectations and requirements for the installation as part of a kickoff meeting that will be conducted the day the on-site consultant arrives.
- o Client will ensure timely availability of key technical and business resources for the audit, analysis, and review of findings
- o Client will provide timely access to any other technical resources required for configuration or fine tuning activities
- o If performance or load testing is required, client is responsible for provision of load testing applications and resources for script development
- o Client will provide one or more key project leadership resources that will act in a project management role and drive any issues to resolution on behalf of the consultant as well as act as a facilitator for any information or access the consultant will require to perform his duties
- o A location where the Consultant can set up a workspace, including internet and telephone access

Schedule

These services will commence on during the month of October for a period of up to fifty (50) hours.

Staffing and Fees

This work shall be performed on a time and materials basis. The consultant shall be billed at \$200/hour for an eight hour day and any overtime shall be billed at the same rate. All travel and subsistence expenses shall be billable at cost. Expenses for materials purchased specifically for Client's benefit shall be billable at cost. All fees and charges shall be billed to Client monthly and all payments shall be due thirty (30) days from the invoice date. Client shall pay all applicable shipping charges and sales, use, personal property or similar taxes, tariffs or government charges, exclusive of BOA's income and corporate franchise taxes.


Total Services: \$200/hour x 50 hours = \$10,000

Estimated Weekly Expenses = \$2000

Total Services & Estimated Expenses: \$12,000

Contractual Terms and Conditions

Each party receiving Confidential Information ("Recipient") shall retain in confidence and require its employees, agents and contractors, to retain in confidence the terms and conditions of this Agreement, and all Confidential Information of a party that discloses Confidential Information ("Discloser"). "Confidential Information" means information, in written or other tangible form, which is directly related to the business of Discloser. Recipient shall retain Discloser's Confidential Information in the manner Recipient retains its own Confidential Information, but in no event less secure than a reasonable manner. Confidential Information shall remain the sole property of the Discloser and shall not be disclosed to any third party without Discloser's express written consent (except, solely for Recipient's internal business needs, to consultants and subsidiaries who are bound by a written agreement with Recipient to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). The obligations set forth herein with respect to Confidential Information shall continue in full force and effect for a period of two (2) years after the date of disclosure of Confidential Information. Thereafter, the parties' obligations survive and continue with respect to any Confidential Information that is a trade secret under applicable law.



BUSINESS OBJECTS

First in e-Business Intelligence

Client agrees, for the duration of this LOE and for a period of twelve (12) months thereafter, not to actively solicit for hire any employees or contractors of BOA who have directly or indirectly been involved in the professional services without the prior written consent of BOA.

BOA warrants that the professional services will be performed by qualified personnel in a professional manner conforming to generally accepted industry standards and practices. APART FROM ANY WARRANTY IMPLIED BY LAW WHICH CANNOT BE EXCLUDED OR MODIFIED BY AGREEMENT AND ANY WARRANTY EXPRESSLY SET FORTH IN THIS LOE, BOA PROVIDES THE SERVICES "AS-IS". TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS PROFITS OR REVENUES, LOSS OR INACCURACY OF ANY DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOA'S LIABILITY TO CLIENT FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE CUMULATIVE FEES PAID BY CLIENT TO BOA FOR THE PROFESSIONAL SERVICES GIVING RISE TO THE CLAIM. IN NO EVENT SHALL CLIENT RAISE ANY CLAIM UNDER THIS LOE MORE THAN TWO YEARS AFTER: (i) THE DISCOVERY OF THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM; OR (ii) THE EFFECTIVE DATE OF THE TERMINATION OF THIS LOE. THIS SECTION SURVIVES TERMINATION OF THIS LOE.

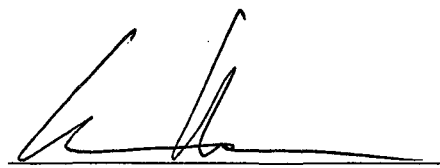
Client may terminate this LOE at any time, with or without cause, by providing BOA not less than ten (10) days advance written notice of its intent to so terminate. In such event, and if BOA is unable to reschedule the resources after using its commercially reasonable efforts, Client shall be liable to BOA for fees equal to the lesser of (a) ten (10) days of professional consulting services or (b) the number of professional services days that would have remained in this engagement had the services not been terminated.



Please indicate your agreement with the terms of this LOE by having an authorized representative of your organization sign as provided below and returning an original of this letter to my attention. To expedite resource procurement please fax this executed letter to me at 604-974-4872 along with a copy of your signed purchase order (should one be required for invoicing purposes) and forward the originals to my attention. Should you have any questions, please contact me directly at 415-357-7705. This LOE constitutes the entire agreement between the parties and supercedes all prior agreements or representations, oral or written, including terms and conditions as may be printed on any Purchase Orders and all other communications relating to the subject matter hereof. This LOE may not be modified or any term or condition waived except in a writing signed by a duly authorized representative of each party.

Sincerely,

Andrew Marks
 Director - Professional Services
 Business Objects Americas
 3030 Orchard Parkway
 San Jose, CA 95134
 Office: 408.953.6279
 Fax: 604.974.4872
andrew.marks@businessobjects.com


 BOA Signature
 Andrew Marks
 Printed Name
 12/14/04
 Date

 Client Signature

 Printed Name

 Date

All purchase orders should be addressed to:
Business Objects America
 3030 Orchard Parkway
 San Jose, CA 95134

THIS SECTION MUST BE COMPLETED BY CUSTOMER

All BOA invoices shall be directed to:

Customer Billing Contact: _____

Billing Address: _____

Telephone: _____

Facsimile: _____

SAN MATEO COUNTY
MEMORANDUM

DATE: December 7, 2004
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: *cd* Carla Damante FAX: 650-596-3478 PONY: HSA 210
SUBJECT: Contract Insurance Approval

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

CONTRACTOR NAME: Business Objects – Amend #1

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: N/A

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: This First Amendment is for Business Objects to provide professional services to perform a Business Objects deployment audit to maximize the use of the system across the Agency, while ensuring optimum system performance. Business Objects will recommend required infrastructure configurations to assist HSA in making knowledgeable decisions regarding hardware. Business Objects consultants will upgrade our software to the latest version (version 6.5) of Business Objects, and conduct knowledge transfer activities preparing Business Systems Group's Information Technology Technicians to perform future upgrades.

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	\$ <u>1m</u>	<input checked="" type="checkbox"/>	<input 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 Signature

12-7-04
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/04

PRODUCER Technology (650) 839-8000 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	NAIC #
INSURED Business Objects Americas 3030 Orchard Parkway San Jose, CA 95134	INSURER A: St. Paul Fire & Marine	24767
	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 ADD'L LTR	INSRD	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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TE09407041	01/01/04	01/01/05	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TE09407041	01/01/04	01/01/05	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WVA9404842	11/05/04	11/05/05	<input checked="" type="checkbox"/> WC 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Evidence of insurance only.

CERTIFICATE HOLDER County of San Mateo Attn: Carla Damante Human Services Agency 262 Harbor Blvd., Bldg. A Belmont, CA 94002	CANCELLATION Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 <i>Jamuel L. Jones</i>
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.