

**FOURTH AMENDMENT TO FINANCIAL MANAGEMENT SYSTEM AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND SUNGARD BI-TECH INC.**

THIS FOURTH AMENDMENT TO AGREEMENT, is entered into this ____ day of October, 2007, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sungard Bi-Tech, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, The County entered into an agreement with SunGard Bi-Tech in 1994 for the purchase of proprietary financial accounting software, known now as Integrated Financial & Administrative Solution (IFAS);

WHEREAS, the County has amended this agreement three times. The most recent amendment in 2004 provided for an upgrade to IFAS and extended the term of this contract to December 31, 2005. The second amendment allowed the County to extend and enhance the useful life of IFAS, provide a more user-friendly interface and save the County tens of millions of dollars in replacing IFAS with an alternative enterprise resource planning system. The third amendment extended the term of this contract to June 30, 2007.

WHEREAS, services under the amended contract have not yet been fully performed, and there are still funds remaining under this contract;

WHEREAS, the extension of the term of this contract to June 30, 2008 will allow the Contractor to complete the services under this contract by implementing Fixed Assets, Documents Online and Automated Clearing House modules in IFAS;

WHEREAS, the parties wish to amend the Agreement to extend the term to June 30, 2008, and this is the sole change to this agreement at this time;

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

1. The first sentence of the paragraph titled Contract Term (Date for Completion of Services) of Section 2.4.1 is amended and restated in its entirety to read as follows:

Without affecting the perpetuity of the Software licenses granted herein (which perpetual term is, at all times, subject to termination based on the terms and conditions of this Second Amended Agreement), and except for the services and/or deliverables described in Exhibit B, Appendix 4 (email notification of EFT payments modification, which will be provided by SunGard on or before December 31, 2005), the date for completion of services set forth in the Statement of Work is June 30, 2008.

2. The parties hereby agree as follows:

Compliance with Contractor Employee Jury Service Ordinance. Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service."

3. All other terms and conditions of the parties' agreement dated June 1994 (and executed on July 25, 1994 and July 30, 1994), as thereafter amended, between the County and Contractor shall remain in full force and effect.
4. This Fourth Amendment, including any exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding of the parties hereto with respect to the parties' Agreement dated June 1994 (and executed on July 25, 1994 and July 30, 1994), as therefore amended, and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall not be effective unless set forth in a writing executed by both parties.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Sungard Bi-Tech Inc.


Contractor's Signature

Date: Oct 12, 2007

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
CLE-001604139-01**PRODUCER**Marsh USA Inc.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103-2797
Attn: Contract.ReviewCSS@marsh.com Fax: 212-948-1306

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 LIBERTY MUTUAL FIRE INSURANCE COMPANY

COMPANY

B N/A

COMPANY

C LIBERTY INSURANCE CORPORATION

COMPANY

D

669365-SUNGA-GAWU-07-08 GARD GAW

INSUREDSUNGARD DATA SYSTEMS INC.,
ITS COMPANIES AND SUBSIDIARIES
680 E. SWEDESFORD ROAD
WAYNE, PA 19087**COVERAGES**

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

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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 <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY	TB2-631-508221-047	05/01/07	05/01/08	GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/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
A	AUTOMOBILE LIABILITY <input checked="" 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 <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	AS2-631-508221-057 DEDUCTIBLES: COMP:\$1000 PPT, HIRED PPT, LT TRUCK/ \$3000 OTHER COLL: \$1000 PPT, HIRED PPT, LT TRUCK/ \$3000 OTHER	05/01/07	05/01/08	COMBINED SINGLE LIMIT \$ 2,000,000 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 \$ \$
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	WA7-63D-508221-017 (AOS) WC7-631-508221-027 (WI)	05/01/07 05/01/07	05/01/08 05/01/08	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDERCOUNTY OF SAN MATEO
CONTROLLERS OFFICE
555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063**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: Mary Radaszewski

Mary Radaszewski

MM1(3/02)

VALID AS OF: 09/06/07

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	SunGard Bi-tech	Phone:	530-891-5281
Contact Person:	Kristi Bennett	Fax:	530-591-5011
Address:	890 Fortress Street Chico, CA 95973		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☐ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
- ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
- ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)


- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
- ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.



Signature

9/4/07

Date

Kristi Bennett

Name

Vice President, Administration/Human Resources

Title

Waiver Request Memo

Original
Waiver
is with
John Maltbie

Date: 9/25/2007
To: County Manager's Office
From: Coleen Leong, Controller's Office
Subject: Waiver Request

The following waiver and/or modification is being requested:

Equal Benefits Ordinance _____
Non-Discrimination Enforcement Language _____
Extending the contract beyond three years X _____
Contractor Employee Jury Service Ordinance _____

to enter into or amend a contract with Sungard Bi-Tech for IFAS consulting services and software upgrade in the amount of \$427,136.

This waiver and/or modification is necessary and in the best interest of the County for the following reason(s):

- ☐ Necessary in order to respond to an emergency
- ☐ Sole Source
- ☐ No compliant contractors are capable of providing the goods/service
- ☐ Inconsistent with a grant, subvention or agreement with a public agency
- ☐ Is part of a Cooperative or Joint Purchasing Agreement
- ☒ Other

Included is a detailed explanation of the reason(s) checked above.
Contractor requires additional time to perform services.

- ☐ Approved
- ☐ Not Approved

Signing Authority

Date