

**AMENDMENT 5 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
TRIUNE INFOMATICS, INC.**

THIS AMENDMENT 5 TO THE AGREEMENT, entered into this 13th day of February 2024,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TRIUNE
INFOMATICS, INC., 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, on November 1, 2021, the parties entered into an Agreement for the purpose of supporting the quality assurance testing activities for the Assessor Property Assessment System (APAS) project from November 3, 2021 through July 31, 2022 in the amount of \$135,581; and

WHEREAS, on July 21, 2022, the parties amended the Agreement to extend the term from November 3, 2021 through July 31, 2022 to November 3, 2021 through December 31, 2022 and increase the amount payable by \$63,781 for an amount not to exceed \$199,362; and

WHEREAS, on December 13, 2022, the parties amended the Agreement to extend the term from November 3, 2021 through December 31, 2022 to November 3, 2021 through June 30, 2023 and increase the amount payable by \$95,832 for an amount not to exceed \$295,194; and

WHEREAS, on June 13, 2023, the parties amended the Agreement to extend the term from November 3, 2021 through June 30, 2023 to November 3, 2021 through November 30, 2023 and increase the amount payable by \$69,645 for an amount not to exceed \$364,838; and

WHEREAS, on November 1, 2023, the parties amended the Agreement to extend the term from November 3, 2021 through November 30, 2023 to November 3, 2021 through February 29, 2024 and increase the amount payable by \$24,776 for an amount not to exceed \$389,614; and

WHEREAS, the parties now wish to further amend the Agreement to extend the term from November 3, 2021 through February 29, 2024 to November 3, 2021 through June 30, 2024 and increase the amount payable by \$55,866 for an amount not to exceed \$445,480.

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

1. Section 3. Payments: of the agreement is replaced in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Four Hundred Forty-Five Thousand Four Hundred-Eighty dollars (\$445,480). 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 or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4. Term: of the agreement is replaced in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 3, 2021, through June 30, 2024.

3. Exhibit B: of the Agreement is replaced in its entirety as follows:

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The combined total hours for this contract will not exceed 4283 hours (reflects a reduction of 618 hours overstated in Amendment 3). Invoices will be submitted based on hours worked (\$83 per hour till July 31, 2022, \$88 per hour rate from August 1, 2022 through June 30, 2023, and \$91 per hour rate from July 1, 2023 through June 30, 2024) during each two-week period. Terms are net 30 days after invoice is approved.

4. **All other terms and conditions of the agreement dated November 1, 2021, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: TRIUNE INFOMATICS, INC.

Rahul Kuruvilla

Contractor Signature

01/18/2024

Date

Rahul Kuruvilla

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board