



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY

Contract No:	Contractor Name	Amendment No:
14000-20-R076647	PKN Consulting	1

THE AGREEMENT HAS CHANGED AS FOLLOWS:

Agreement Amount			
Original Amount:	\$1,182,896		
Amendment 1 Amount:	\$308,420		
Current Amount:	Addition or Reduction:	New Total:	
\$1,182,896	\$308,420	\$1,491,316	
Agreement Term			
Original Start Date:	7/1/2019	Original End Term:	6/30/2024
Amendment 1 Start Date:	7/1/2019	Amendment 1 End Date:	6/30/2024

Paragraph Changes:

3. Payments

Exhibit B

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PKN CONSULTING SERVICES INC.**

THIS AMENDMENT TO THE AGREEMENT, is entered into this 25th day of January 2022,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PKN
Consulting Services 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 June 4, 2019, the parties entered into an agreement for Contractor to provide the County with software development and support services for the County Controller's property tax system in exchange for the County's payments for the services in an amount not to exceed the limits stated in the agreement (the "Agreement"); and

WHEREAS, the Agreement specified that the County's payment for Contractor's services would not exceed a total amount of \$1,182,896 (inclusive of extensions of the terms); and

WHEREAS, the County anticipates that it will need Contractor to spend additional time to provide the services within the scope of the Agreement; and

WHEREAS, the parties now wish to amend the Agreement (the "First Amendment") to increase the limit of the County's total payment obligation under the Agreement by Three Hundred Eight Thousand Four Hundred Twenty Dollars (\$308,420) for a total not to exceed amount of One Million Four Hundred Ninety-One Thousand Three Hundred Sixteen Dollars (\$1,491,316).

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

- 1. Section 3. Payment** of the Agreement is amended and restated 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.

The County's total fiscal obligation under this Agreement from the term of July 1, 2019 through June 30, 2022 shall not exceed Eight Hundred Eighteen Thousand Seventy-Two Dollars (\$818,072).

In the event the County exercises its two, one-year term renewal options, the County's total fiscal obligation under this Agreement from the term of July 1, 2019 through June 30, 2024 shall not exceed One Million Four Hundred Ninety-One Thousand Three Hundred Sixteen Dollars (\$1,491,316).

In the event that the County makes any advance payments, the Contractor agrees to refund an amount in excess of the amount owed by the County at the time of contract termination or expiration.

2. Original Exhibit B to the Agreement is replaced with Revised Exhibit B, attached hereto and incorporated by reference herein.
3. All other terms and conditions of the Agreement dated July 1, 2019, between the County and Contractor shall remain in full force and effect.

Revised Exhibit B

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:

All services performed under this Agreement from July 1, 2019 to June 30, 2022 will be paid at an hourly rate of \$98, \$101, and \$104 for FYs 2019-20, 2020-21, and 2021-22 respectively. The hourly rates for the optional two one-year extensions are \$106 and \$108 for FYs 2022-23, and 2023-24.

Throughout the term of this Agreement, Contractor shall submit bi-weekly invoices based on actual work performed. The County will submit payment within thirty (30) days of receipt of invoice conditioned upon the approval of work performed during the billing cycle.

Each invoice will include the following:

- Agreement number
- Purchase order number
- Actual services performed with time spent by project
- The net amount for which payment is due

In no event shall the County's total payment for services under this Agreement exceed Eight Hundred Eighteen Thousand Seventy-Two Dollars (\$818,072) for services for the first three years (from July 1, 2019 to June 30, 2022 or, if the County exercises its two one-year term renewal options, a total of One Million Four Hundred Ninety-One Thousand Three Hundred Sixteen Dollars (\$1,491,316) for five years (from July 1, 2019 through June 30, 2024). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable or unauthorized.

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

For Contractor: PKN Consulting Services Inc.



Contractor Signature

12/19/2021

Date

PADMAKUMAR NAGARAJAN

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