

**AMENDMENT 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MIKASOFT, INC.**

THIS AMENDMENT 2 TO THE AGREEMENT ("Amendment"), entered into this 27th day of September 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MIKASOFT 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 25, 2019, the parties entered into an Agreement to provide consulting and project management services for the Assessor Property Assessment System (APAS), on June 25, 2019 (Agreement);

WHEREAS, on October 5, 2021, the parties amended the Agreement to extend the term from July 1, 2019 through January 1, 2022 to July 1, 2019 through September 30, 2022 and covering overtime expenses for the period of July 1, 2019 through July 31, 2021 and increasing the amount payable by \$385,000 for a new not to exceed amount of \$1,344,508; and

WHEREAS, the parties now wish to further amend the Agreement to extend the term from July 1, 2019 through September 30, 2022 to July 1, 2019 through September 30, 2023 and increase the amount payable by \$455,202 for a new not to exceed amount of \$1,799,710.

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

1. Section 3: Payments: of the Agreement is replaced in its entirety 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 One Million Seven Hundred Ninety-Nine Thousand Seven Hundred Ten dollars (\$1,799,710). 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 6: Term: of the Agreement is replaced in its entirety as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through September 30, 2023.

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 9377 hours. Invoices will be submitted based on hours worked (\$180 per hour FY2019-2020, \$186 per hour FY2020-2021, \$191 per hour FY2021-2022, and \$197 per hour FY2022-2023, \$209 per hour from October 1, 2022 through September 30, 2023) during each two-week period. Terms are net 30 days after invoice is approved.

4. **All other terms and conditions of the agreement dated June 25, 2019, 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: MIKASOFT, INC.

 _____ Contractor Signature	<u>AUGUST 31, 2022</u> _____ Date	<u>PALLATHU PAULOSE</u> _____ Contractor Name (please print)
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For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board