

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

THIS AMENDMENT 2 TO THE AGREEMENT, entered into this 18th day of October 2022,
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 September 8, 2021 the parties entered into an Agreement (13000-22-D006) for the purpose of supporting the project coordinator activities for the Assessor Property Assessment System (APAS) project on September 13, 2021 through July 31, 2022 in the amount of \$170,000;

WHEREAS, on July 21, 2022, the parties amended the Agreement (Amendment 1) to extend the term from September 13, 2021 through July 31, 2022 to September 13, 2021 through October 31, 2022, and increase the amount payable by \$25,514 for an amount not to exceed \$195,514; and

WHEREAS, the parties now wish to further amend the Agreement (Amendment 2) to extend the term from September 13, 2021 through October 31, 2022 to September 13, 2021 through June 30, 2023, and increase the amount payable by \$130,680 for an amount not to exceed \$326,194.

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 Three Hundred Twenty-Six Thousand One Hundred Ninety-Four dollars (\$326,194). 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 as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 13, 2021, through June 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 3997 hours. Invoices will be submitted based on hours worked (\$90 per hour rate) during each two-week period. Terms are net 30 days after invoice is approved.
4. **All other terms and conditions of the agreement dated September 8, 2021, and subsequent amendments, 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.

<u>Rahul Kuruville</u>	<u>09/22/2022</u>	<u>Rahul Kuruville</u>
Contractor Signature	Date	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