

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
PADMAKUMAR NAGARAJAN**

THIS AMENDMENT TO THE AGREEMENT, entered into this 26<sup>th</sup> day of February, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Padmakumar Nagarajan, 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 parties entered into an Agreement for Software Development and Support services on June 28, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$69,360 from \$83,200 to a total of \$152,560 and extend the term to June 30, 2013.

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

1. Section 2 of the agreement is amended to read as follows:

Contract Term The term of this Agreement shall be from July 2, 2012 to June 30, 2013 unless terminated earlier by the County.

2. Section 3 of the agreement is amended to read as follows:

Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto or included herein, County shall make payment to Contractor in the manner specified herein and in Exhibit "B". 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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed ONE HUNDRED FIFTY TWO THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$152,560).

3. Original Exhibit "A" is replaced with Revised Exhibit "A" and "B", (rev. 1/22/2013) as follows:

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

Contractor shall perform software development and support for the County's Property Tax System residing on an IBM iSeries Computer(s) and other related duties as requested by the Controller's Office.

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to Controller's Office's policies, guidelines and requirements. The amount of time, specific hours and location of the performance of Contractor's services is also left to the Contractor's discretion provided that the Contractor coordinates with County departments as needed.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

All services to be performed under this Agreement will be paid at an hourly rate of \$80.00. 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 total payment for services under this Agreement exceed ONE HUNDRED FIFTY TWO THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$152,560). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

4. **All other terms and conditions of the agreement dated June 28, 2012, between the County and Contractor shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

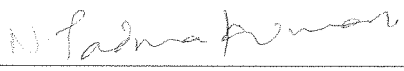
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Padmakumar Nagarajan

  
\_\_\_\_\_  
Contractor's Signature

Date: 8/20/2013