

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & HINDERLITER DE LLAMAS & ASSOCIATES**

THIS AMENDMENT is made to the AGREEMENT, effective July 1, 2019, for sales, use and transaction tax analysis, audit services, and support by and between **Hinderliter de Llamas & Associates**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County.”

WHEREAS, pursuant to the AGREEMENT, CONTRACTOR provided tax analysis and audit services to ensure the County receives its proper share of sales and use tax revenues generated; and

WHEREAS, pursuant to the AGREEMENT, County pays CONTRACTOR specified remuneration for CONTRACTOR’s services; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the maximum liability of the AGREEMENT by \$117,881 to compensate for services rendered by CONTRACTOR due to the increase in new and recovered sales and use tax revenues generated from the California Flats Solar Project owned by First Solar Electric Inc., for a total not to exceed amount of \$192,881.

NOW, THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2.0, PAYMENT PROVISIONS, shall be deleted and restated in its entirety to read as follows:

“2.0. PAYMENT PROVISIONS.

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed \$192,881.”

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT.

This space left blank intentionally

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.