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

**THIS AMENDMENT** is made to the AGREEMENT for sales tax analysis, 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**, AGREEMENT between CONTRACTOR and the County of Monterey is for \$550 per month **and** 15% of all new and recovered sales and use tax revenue received by the County; and

WHEREAS, CONTRACTOR assisted County of Monterey in obtaining sales and use tax compensation from First Solar Electric, Inc. totaling \$785,875.37; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT by \$117,881 to compensate for services rendered pertaining to First Solar Electric, Inc. revenue recovery, to a not to exceed amount of \$192,881.

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

- 1. Paragraph 2, shall be amended by removing "this purchase order is not to exceed \$75,000.00" and replacing with "this purchase order is not to 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 executed by the County on July 1, 2019.

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

MONTEREY COUNTY	CONTRACTOR
	By:
Contracts/Purchasing Officer	Signature of Chair, President, or
	Vice-President
Dated:	
	Printed Name and Title
Approved as to Fiscal Provisions:	
	Dated:
Deputy Auditor/Controller	
	By:
Dated:	(Signature of Secretary, Asst. Secretary, CFO,
	Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	
Tr	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.