

**AMENDMENT NO. 6 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY &
HINDERLITER DE LLAMAS & ASSOCIATES.**

THIS AMENDMENT NO. 6 is made to the PROFESSIONAL SERVICES AGREEMENT (“AGREEMENT”) for the provision of sales, use and transaction tax services 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, the County of Monterey on behalf of the Auditor-Controller and Hinderliter de Llamas & Associates had previously entered into an Agreement for Services (hereinafter “Agreement”) on September 23, 2019 to provide Sales, Use and Transaction Tax auditing and analysis services, with a one year term and a total Agreement amount not to exceed \$75,000; and

WHEREAS, the Agreement was amended on February 11, 2020 to increase the not to exceed amount to \$192,881 to compensate for services rendered with respect to California Flats Solar Project owned by First Solar Electric Inc.; and

WHEREAS, Amendment No. 2 was entered into for one (1) additional year, revising the term of Agreement to July 1, 2019 through June 30, 2021 and increasing the not to exceed amount to \$253,996.46; and

WHEREAS, the Agreement expired on June 30, 2021; and

WHEREAS, this Agreement was amended via Amendment No. 3 on the same or similar terms, beginning July 1, 2021, extending the term for an additional one (1) year period (July 1, 2021 through June 30, 2022) for a revised full Agreement term of July 1, 2019 through June 30, 2022 with an increase of \$43,025.45 thereby increasing the not to exceed amount to \$297,021.91 to allow for services to continue with no change to scope; and

WHEREAS, the Agreement expired on June 30, 2022; and

WHEREAS, this Agreement was amended via Amendment No. 4 on the same or similar terms, beginning July 1, 2022, extending the term for an additional one (1) year period (July 1, 2022 through June 30, 2023) for a revised full Agreement term of July 1, 2019 through June 30, 2023 with an increase of \$15,908.63 thereby increasing the not to exceed amount to \$312,930.54 to allow for services to continue with no change to scope; and

WHEREAS, the Agreement expired on June 30, 2023; and

WHEREAS, this Agreement was amended via Amendment No. 5 on the same or similar terms, beginning July 1, 2023, extending the term for an additional one (1) year period (July 1, 2023 through June 30, 2024) for a revised full Agreement term of July 1, 2019 through June 30, 2024 with an increase of \$76,174 thereby increasing the not to exceed amount to \$389,105 to allow for services to continue with no change to scope; and

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to increase the maximum liability of the Agreement by \$74,850 to compensate for CONTRACTOR's services due to the projected increase in new and recovered sales and use tax revenues for the County thereby increasing the not to exceed amount to \$463,955 to allow for services to continue with no change to scope.

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

1. The Agreement is hereby amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below
2. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$389,105" and replacing it with "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$463,955".
3. 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.
4. A copy of the Amendment shall be attached to the original AGREEMENT dated September 23, 2019 and Amendments Nos. 1, 2, 3, 4, and 5.

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

MONTEREY COUNTY

DocuSigned by:
Debra Wilson
7B741937AADD41B
Contracts/Purchasing Officer

Dated: 12/14/2023 | 2:56 PM PST

DocuSigned by:
Bruno Moussa
811C3433593B9474...
Assistant Auditor-Controller

Dated: 12/15/2023 | 4:39 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Ma Mon
2617DD077D65496...
Deputy Auditor/Controller

Dated: 12/19/2023 | 2:30 PM PST

Approved as to Form:

DocuSigned by:
Stacy Saitta
C0ECE1B99F444A9...
Deputy County Counsel

Dated: 12/14/2023 | 3:03 PM PST

CONTRACTOR

DocuSigned by:
By: Andrew Nickerson
2A8393594812482...
Signature of Chair, President, or
Vice-President

Andrew Nickerson, President/CEO
Printed Name and Title

Dated: 12/11/2023 | 4:42:48 PM PST

DocuSigned by:
By: Richard Park
4DD130EE7C244A2...
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

Richard Park, CFO
Printed Name and Title

Dated: 12/14/2023 | 9:50:00 AM PST

*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.