

**FOURTH AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
HINDERLITER, DE LLAMAS AND ASSOCIATES**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Hinderliter, de Llamas and Associates, 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; and

WHEREAS, pursuant to Board Resolution 074932, adopted December 13, 2016, the County entered into an Agreement with HdL for the provision of sales tax auditing and consulting services for the term January 1, 2017 through December 31, 2019, in an amount not to exceed \$800,000; and

WHEREAS, on April 11, 2017, the parties entered into amendment to the Agreement to incorporate the provisions of California Revenue and Taxation Code Section 7056 with respect to the Contractor's access to the County's sales and use tax information with no change to the amount payable under the agreement or term of the Agreement; and

WHEREAS, the parties, on January 24, 2020, entered into a second amendment to the Agreement to extend the term through December 31, 2020, with no change to the amount payable under the Agreement; and

WHEREAS, the parties, on January 8, 2021, entered into a third amendment to the Agreement to extend the term through June 30, 2021, with no change to the amount payable under the Agreement; and

WHEREAS, the parties wish to further amend the Agreement for a fourth time to extend the term through June 30, 2022, and to increase the maximum amount payable under the Agreement by \$200,000, to an amended amount not to exceed \$1,000,000.

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

1. Section 3 of the Agreement is amended in its entirety to read 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 and Exhibit C, County shall make payments 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 the County's total fiscal obligation under this Agreement exceed ONE MILLION DOLLARS (\$1,000,000). 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 of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of the Agreement shall be from January 1, 2017 through June 30, 2022.

3. **All other terms and conditions of the Agreement dated December 13, 2016, between the County and Contractor, as amended as described above, shall remain in full force and effect.**

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

**For Contractor:**

<small>DocuSigned by:</small>  <small>2A8393594812482</small>	5/25/2021	Andrew Nickerson
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

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**For County:**

\_\_\_\_\_  
Purchasing Agent Signature  
(Department Head or  
**Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Date

Robert Manchia  
\_\_\_\_\_  
Purchasing Agent Name (please print)  
(Department Head or **Authorized** Designee)  
County of San Mateo

Chief Financial Officer  
\_\_\_\_\_  
Purchasing Agent or **Authorized** Designee  
Job Title (please print)  
County of San Mateo