

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
Hinderliter, deLlamas & 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, deLlamas & 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;

WHEREAS, the parties entered into Agreement 80000-05-C005 for sales tax analysis, recovery and consulting services for the period 7/1/04 through 12/31/05; and

WHEREAS, the parties wish to amend the Agreement by extending the term by one year and increasing the amount by \$200,000.

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 7/1/04 to 12/31/06 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 in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". 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 three hundred thousand dollars (\$300,000).

3. Section 12 of the agreement is amended to add the following language:

Compliance with Contractor Employee Jury Service Ordinance: Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and

have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

4. **All other terms and conditions of the agreement dated March 28, 2005, 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

Hinderliter, deLlamas & Associates



Contractor's Signature

Date: 3/10/06