

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HINDERLITER, DE LLAMAS & ASSOCIATES DOING BUSINESS AS HDL
COMPANIES**

PREAMBLE

This amendment ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Hinderliter, de Llamas & Associates doing business as HDL Companies, a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, and Hinderliter, de Llamas & Associates doing business as HDL Companies," dated May 19, 2023 (Agreement) for the purpose of having Contractor develop and implement a new business tax system; and
- B. The Parties now wish to amend the Agreement through this Amendment No. 1 to increase the maximum compensation for the purpose of continuing with ongoing implementation and support services.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement, entitled "Term of Agreement" is hereby amended in its entirety to read as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on May 12, 2023 and terminate on June 30, 2028."
- 2. Section 6 of the Agreement entitled "Compensation and Payment" is hereby amended in its entirety to read as follows:

“In consideration for Contractor’s complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled “SCHEDULE OF FEES.” The maximum compensation of this Agreement is set forth in Exhibit B, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor’s expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.”

3. Exhibit B of the Agreement, entitled “Compensation Schedule,” is hereby amended in its entirety by replacing it with the attached Exhibit B (First Revised), which is hereby incorporated in the Agreement.
4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

Signatures on next page.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

**HINDERLITER, DE LLAMAS & ASSOCIATES DOING BUSINESS AS HDL
COMPANIES
A CALIFORNIA CORPORATION**

Dated: 4.29.2024

By (Signature):

Name: Robert Gray

Title: Vice President

Principal Place of
Business Address: 120 S. State College Blvd., Suite 120

Email Address: rgray@hdlcompanies.com

Telephone: 714-879-5000

Fax: 909-861-7726

"CONTRACTOR"

EXHIBIT B (FIRST REVISED) COMPENSATION SCHEDULE

1. The total not to exceed cost for this agreement shall not exceed the maximum compensation amount set forth in Table 1 below, unless modified by formal addendum and signed by City and HdL.
2. City shall pay consultant within 30 days upon receipt of a properly completed invoice, subject to acceptance by the City.
3. Any applicable taxes shall be added to the invoice total at the time the invoice is submitted.
4. City shall pay HdL as follows:

Table 1

Task/ Milestone	Cost	Frequency
Business Process Review	\$12,000	60% due within 30 days of Agreement date, remaining 40% due within 30 days of completion
System Configuration Costs	\$43,000	60% due within 30 days of Agreement date, remaining 40% due within 30 days of completion of all tasks under Section 3 of this Statement of Work
Tax Administration Services	\$40,000	Paid monthly in three equal installments commencing 7/1/2023 through 9/30/23
Tax Administration Services	\$15,000	Paid monthly commencing 10/1/23 through 3/31/2024
Tax Administration Services	\$13,500	Paid monthly commencing 4/1/2024 through 6/30/2025
Maximum Compensation (Business Process Review, System Configuration, and Tax Administration Services)	\$387,500	
Audit Services (There is no maximum compensation for Audit Services.)	40% of all revenues collected; Minimum fee is \$350 per audit	Per audit conducted; Invoiced monthly

5. In addition to the above, City shall reimburse Consultant actual costs for travel, housing and related incidentals that may be incurred during the performance of duties. No markups are permitted on reimbursable expenses. All such charges shall be reasonable and customary and in conformance with the City's Travel Policy, which will be provided upon request.
6. Pricing for tax administration services shall remain fixed through June 30, 2025, as set forth in Table 1 above. If these services are requested beyond this date, pricing thereafter will be determined and agreed upon in writing by both City and Consultant. Commencing July 1, 2025, any such price increase shall be subject to changes to the U.S. Department of Bureau of Labor Statistics, Consumer Price Index, all items in the San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted, from April of the current Agreement year, to April of the preceding year, base period 1982-1984 = 100.