

**AMENDMENT NO. 3 TO CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
HINDERLITER DE LLAMAS & ASSOCIATES (HdL)  
FOR  
BUSINESS LICENSE TAX AND TOBACCO RETAIL LICENSE FEES & OPERATIONS MANAGEMENT  
SERVICES**

This **Amendment No.3** ("Amendment") is made by and between the City of San Leandro ("City") and Hinderliter de Llamas & Associates ("Consultant") (together sometimes referred to as the "Parties") as of January 1, 2026, and amends that certain Consulting Services Agreement ("Agreement") dated October 19, 2021 between the Parties.

**WHEREAS**, City and Consultant have executed the Agreement, pursuant to which Consultant has provided certain consulting services to City regarding business license tax and tobacco retail license fees & operations management services; and

**WHEREAS**, under Amendment 1, the Parties amended the Agreement to update the scope of work to include the HdL standard Application Programming Interface for business license data integration; and

**WHEREAS**, under Amendment 2, the Parties amended the Agreement to extend the term to December 31, 2025; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term for one year through December 31, 2026

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled "Term of Services" is hereby amended to extend the term from January 1, 2026, to December 31, 2026, and
2. Exhibit C is replaced by the attached Exhibit C; and
3. Except as modified by this Amendment, all other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

HdL SOFTWARE

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Janelle T. Cameron, City Manager

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Robert Gray, Vice President

Attest:

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Kelly B. Clancy, City Clerk

Approved as to Fiscal Authority:

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Nicole Gonzales, Finance Director

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010-12-051-5120

Account Number

Approved as to Form:

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Richard D. Pio Roda, City Attorney

## **EXHIBIT C** **INDEMNIFICATION**

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept

or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against Consultant, Consultant waives any and all rights to any type of express or implied indemnity against the Indemnitees.

Consultant's obligation under this Agreement shall survive the termination of this Agreement for at least five

(5) years after full or partial completion of performance by Consultant, or termination by either party.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claim for damages whether or not such insurance policies have been determined to apply.