

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
ROBERT SESNON, CPA, PC FOR FISCAL YEARS 2020-2021 THROUGH 2022-2023**

This “First Amendment to Professional Services Agreement” (the “First Amendment”) is entered into, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Robert Sesnon, CPA, PC, an Oregon domestic professional corporation, hereinafter referred to as “CONTRACTOR,” and is effective on the last day signed below.

WHEREAS, COUNTY, by and through its through its County Administrative Office – Management and Budget Division, desired to retain the services of a qualified professional to assist with the implementation of the Job Ledger system, automation of certain grant processes, updating and revision financial reports and reengineering and streamlining of various other business processes; and

WHEREAS, these services will improve productivity and efficiencies in work processes directly involved in the COUNTY’s financial systems, particularly in the Auditor Controller’s Office, which has experienced delays in processes and timely financial reporting that resulted in a recent lawsuit filed by the State Attorney General on behalf of the California State Controller, Betty T. Yee, against the COUNTY Auditor Controller, Karen Paz Dominguez and the COUNTY; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, County has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the services require by COUNTY; and

WHEREAS, on February 17, 2021, COUNTY and CONTRACTOR (collectively, the “Parties”) entered into a Professional Services Agreement regarding the provision of such consulting services (the “Agreement”); and

WHEREAS, the Parties now desire to amend certain provisions of the Agreement in order to increase the maximum amount payable, thereunder.

NOW THEREFORE, in consideration of the covenants and promises contained in the Agreement and this First Amendment, the Parties mutually agree as follows:

- I. Section 4 – COMPENSATION, of the Agreement is hereby amended and replaced in its entirety to read as follows:
 - A. Maximum Amount Payable. The maximum amount payable by COUNTY to CONTRACTOR for any and all services provided, including costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Fifteen Thousand Dollars (\$115,000.00). CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding

are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

B. COUNTY shall compensate CONSULTANT for any and all services provided pursuant to the terms and conditions of this Agreement at the flat hourly rate of Two Hundred Five Dollars per hour (\$205.00/hr). Any and all meal related expenses incurred pursuant to the terms and conditions of this Agreement shall be compensated at the per diem rate of Seventy-Four Dollars (\$74.00) per day.

C. Additional Services. Any additional services not otherwise set forth herein, shall not be provided by CONTRACTOR, nor compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

II. Except as expressly modified in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the Agreement, the Parties hereby agree that the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment as of the last date signed below.

ROBERT SESNON, CPA, PC:

By:  _____
Robert Sesnon, President

Date: 9-26-22 _____

By:  _____
Karen Sesnon, Secretary

Date: 9/26/22 _____

COUNTY OF HUMBOLDT:

By: _____
Elishia Hayes, County Administrative Officer

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____