

Goodwin Consulting Group, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #410-S1411

THIS FIRST AMENDMENT to that Agreement for Services #410-S1411 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Goodwin Consulting Group, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 555 University Avenue, Suite 280, Sacramento, California 95825 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to conduct peer review services of the Fiscal Impact Analysis (FIA) and Public Facilities Financing Plan (PFFP) for three (3) major development projects, including the Central El Dorado Hills Specific Plan, the Lime Rock Valley Specific Plan, and the Village of Marble Valley Specific Plan (hereinafter collectively referred to as "Projects"), and to develop a standard set of guidelines to assist developers to create FIA's and PFFP's for its Community Development Agency, pursuant to Agreement for Services #410-S1411, dated March 11, 2014, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the term of the Agreement for an additional three (3) years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's invoice recipient, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update both of County's notice recipients, amending **ARTICLE XIV, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XXIV, Contract Administrator**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #410-S1411 on the following terms and conditions:

- I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II, Term

This Agreement shall become effective when fully executed by the parties hereto and shall expire six (6) years thereafter.

II. **ARTICLE III, Compensation for Services**, paragraph seven (7) of the Agreement is amended in its entirety to read as follows:

Consultant shall submit separate invoices each month for each of the three (3) Projects. Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the name of the Project (Central El Dorado Hills Specific Plan, Lime Rock Valley Specific Plan, or Village of Marble Valley Specific Plan) on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Auditor-Controller's Office
360 Fair Lane
Placerville, California 95667

Attn.: Joe Harn
Auditor-Controller

III. **ARTICLE XIV, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Auditor-Controller's Office
360 Fair Lane
Placerville, California 95667

Attn.: Joe Harn
Auditor-Controller

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Goodwin Consulting Group, Inc.
555 University Avenue, Suite 280
Sacramento, California 95825

Attn.: Susan Goodwin, President

or to such other location as Consultant directs.

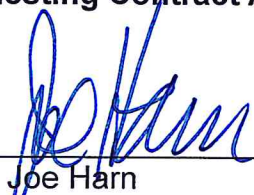
IV. ARTICLE XXIV, Contract Administrator, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Joe Harn, Auditor-Controller, Auditor-Controller's Office, or successor.

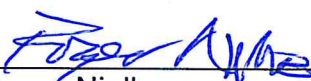
Except as herein amended, all other parts and sections of Agreement for Services #410-S1411 shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Division Concurrence:

By: 
Joe Harn
Auditor-Controller
Auditor-Controller's Office

Dated: 5-4-2017

Requesting Department Concurrence:

By: 
Roger Niello
Interim Director
Community Development Agency

Dated: 3/20/17

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #410-S1411 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 
Shiva Frentzen
Chair
Board of Supervisors
"County"


Dated: 3/7/17

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 3/7/17

--GOODWIN CONSULTING GROUP, INC.--

By: 
Susan Goodwin
President
"Consultant"

Dated: 11/14/16

By: 
David Freudenberg
Corporate Secretary

Dated: 11/14/2016