

ORIGINAL

Goodwin Consulting Group, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #3506

THIS FIRST AMENDMENT to that Agreement for Services #3506 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 333 University Avenue, Suite 160, Sacramento, California 95825 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to conduct peer reviews of the Fiscal Impact Analysis (FIA) and Public Facilities Financing Plan (PFFP) for various development projects for the Planning and Building Department pursuant to Agreement for Services #3506, dated March 6, 2019, 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 expiration date of March 5, 2022 for three (3) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$335,000 for a total not-to-exceed amount of \$400,000, and to include a new fee schedule, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B, Amended Fee Schedule**;

WHEREAS, the parties intended that this Agreement creates an independent contractor relationship and wish to memorialize that understanding in greater detail, amending **Article XI, Independent Contractor/Liability**;

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 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**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A and in the individual Task Orders issued pursuant to this Agreement, and including the progress reports required by ARTICLE V, Progress Reports, below, County agrees to pay Consultant in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

Reimbursement for mileage expenses for Consultant, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

Other direct costs, including overnight delivery charges and costs associated with the purchase of data from outside data sources, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

The total amount of this Agreement, as amended, shall not exceed \$400,000, inclusive of all costs, Task Orders, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-supplied Task Order number, and shall include the beginning and ending dates of the overall period of service for the invoice on their faces. Consultant shall bill County for only one (1) Task Order per invoice. 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

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

III. ARTICLE XI, Independent Contractor/Liability, of the Agreement is amended in its entirety to read as follows and such amendment shall be effective from the date of execution of this Agreement:

ARTICLE XI

Independent Contractor/Liability: The parties intend that an independent contractor relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultants or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

Except as herein amended, all other parts and sections of Agreement for Services #3506 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #3506 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 5/4/21

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 5/4/21

--GOODWIN CONSULTING GROUP, INC.--

By: *Susan Goodwin*
Susan Goodwin (Apr 9, 2021 16:49 PDT)
Susan Goodwin
President
"Consultant"

Dated: 04/09/21

Goodwin Consulting Group, Inc.

Amended Exhibit B

Amended Fee Schedule

Hourly Rates

Consultant's hourly rates are as follows:

Title	Hourly Rate
Managing Principal	\$330 per hour
Senior Principal	\$320 per hour
Principal	\$285 per hour
Vice President	\$250 per hour
Senior Associate	\$225 per hour
Associate	\$210 per hour
Analyst	\$200 per hour
Research Assistant	\$90 per hour

Mileage Reimbursement

Reimbursement for mileage expenses for Consultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant.

Other Direct Costs

Consultant shall bill for other direct costs including, but not limited to, the following expenses that may be incurred in association with the services provided pursuant to the scope of work:

- Overnight delivery charges
- Costs associated with the purchase of data from outside data sources

Other direct costs shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.