

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Goodwin Consulting Group, Inc., a California Corporation, whose address of record is 555 University Avenue, Suite 280, Sacramento, California 95825 (“Consultant”).

WHEREAS, City is undertaking a project to annex properties to existing Mello-Roos Community Facilities Districts for both operating and maintenance and on-going service needs; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated April 21, 2022; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 23, “ADDITIONAL SCOPE OF WORK,” is hereby added to the Agreement to read as follows:

“SECTION 23. ADDITIONAL SCOPE OF WORK.
Consultant shall perform the additional services outlined in Exhibit ‘1’ attached hereto.”

2. Section 24, “ADDITIONAL COMPENSATION,” is hereby added to the Contract to read as follows:

“SECTION 24. ADDITIONAL COMPENSATION.
City shall pay to Consultant the not to exceed additional sum of Ten Thousand Dollars (\$10,000.00) for the additional services described in Exhibit ‘1’ attached hereto.”

3. Except as herein amended, the Agreement dated April 21, 2022, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  6/27/2022
City Attorney Date

ACCOUNT DATA:

BY: _____
Finance Officer

CONSULTANT
GOODWIN CONSULTING GROUP,
INC., a California Corporation

BY: J.P. 74
(Signature)

Dave FERNANDEZ
(Typed Name)

ITS: SENIOR PRINCIPAL, CFO
(Title)

BY: [Signature]
(Signature)

CINDY YAN
(Typed Name)

ITS: PRINCIPAL, SECRETARY
(Title)

Taxpayer I.D. No. 94-3393430

ADDRESS: 333 University Avenue
Suite 160
Sacramento, CA 95825

TELEPHONE: (916) 561-0890

FACSIMILE: (916) 561-0891

EXHIBIT 1

CITY OF MERCED SPECIAL TAX CONSULTING SERVICES for MAINTENANCE AND SERVICES COMMUNITY FACILITIES DISTRICT

The City of Merced (hereinafter "CITY") has formed a Mello-Roos Community Facilities District (hereinafter "CFD") to fund operations and maintenance (e.g., landscaping, storm drainage, street lighting, parks) as well as services (e.g., police and fire protection) provided to all new development areas in the CITY. Goodwin Consulting Group, Inc. (hereinafter "CONSULTANT") will facilitate Annexation #21 to the CFD, as described more fully below.

SCOPE OF WORK

CONSULTANT shall provide the following services:

1. Work with CITY staff to gather all project-specific data for Improvement Area #47 (The Hub 2.0) of the services CFD. Improvement Area #47 will constitute the 21st annexation into the services CFD.
2. Prepare a special tax analysis for The Hub 2.0 project, which is a student housing apartment complex planned for 200 units, plus ground floor retail and office uses. Revise the services CFD RMA to address details of the 21st annexation.
3. Review analysis tables and the RMA with CITY staff and bond counsel, finalize annexation documents, and prepare the CFD Report.

BUDGET

The total budget (including expenses, as described below) for the scope of work identified above (i.e., 20th annexation into the services CFD) is a fixed fee of \$10,000. Services will be billed on the following hourly fee schedule, which is valid through December 31, 2022, and may be adjusted thereafter:

Senior Principal	\$335 / hour
Vice President	\$260 / hour
Associate	\$220 / hour

As part of the fees identified above, CITY will reimburse CONSULTANT for travel, photocopying, long-distance phone, facsimile, data sources, and other direct expenses.