

## **SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS SECOND 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 October 28, 2020, and a First Amendment to Agreement dated April 8, 2021; and,

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

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

1. Section 24, “ADDITIONAL SCOPE OF WORK – ANNEXATION NO. 18,” is hereby added to the Agreement to read as follows:

“SECTION 24. ADDITIONAL SCOPE OF WORK – ANNEXATION NO. 18. Consultant shall perform the additional services outlined in Exhibit ‘1’ attached hereto.”

2. Section 25, “ADDITIONAL COMPENSATION – ANNEXATION NO. 18,” is hereby added to the Contract to read as follows:

“SECTION 25. ADDITIONAL COMPENSATION – ANNEXATION NO. 18. City shall pay to Consultant the not to exceed additional sum of Seven Thousand Dollars (\$7,000.00) for the additional services described in Exhibit ‘1’ attached hereto.”

3. Except as herein amended, the Agreement dated October 28, 2020, and First Amendment dated April 8, 2021, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second 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: Shirley A. Nantz 4/21/21  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Finance Officer

CONSULTANT  
GOODWIN CONSULTING GROUP,  
INC., a California Corporation

BY: J.P. Fry  
(Signature)

DAVE FREUNDENBERGER  
(Typed Name)

ITS: SENIOR PRINCIPAL/JP  
(Title)

BY: Victor Izik  
(Signature)

VICTOR IZIK  
(Typed Name)

ITS: SENIOR PRINCIPAL/CFO  
(Title)

Taxpayer I.D. No. 94-3393430

ADDRESS: 333 University Avenue  
Suite 160  
Sacramento, CA 95825

TELEPHONE: (916) 561-0890

FACSIMILE: (916) 561-0891

**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 #18 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 #42 (Compass Pointe Apartments Phase 2) of the services CFD. Improvement Area #42 will constitute the 18<sup>th</sup> annexation into the services CFD.
2. Prepare a special tax analysis for the Compass Pointe Phase 2 project. Revise the services CFD RMA to address details of the 18<sup>th</sup> 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., 18<sup>th</sup> annexation into the services CFD) is a fixed fee of \$7,000. Services will be billed on the following hourly fee schedule, which is valid through December 31, 2021, and may be adjusted thereafter:

<i>Senior Principal</i>	<i>\$320 / hour</i>
<i>Vice President</i>	<i>\$250 / hour</i>
<i>Associate</i>	<i>\$200 / hour</i>

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

**EXHIBIT 1**