

# EL DORADO LAFCO

## LOCAL AGENCY FORMATION COMMISSION

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
L-2020-10 FOR THE  
MUNICIPAL SERVICES REVIEW AND SPHERE OF INFLUENCE STUDY OF THE  
FIRE SUPPRESSION AGENCIES IN EL DORADO COUNTY**  
*(Originally Adopted May 27, 2020)*

### LAFCO RESOLUTION L-2021-13

This First Amendment to the Agreement (“Amendment”) is entered into this 28th day of July, 2021, by and between the El Dorado County Local Agency Formation Commission (“LAFCO”), and South Fork Consulting LLC, a California Corporation (referred to as “Consultant”).

#### RECITALS

**WHEREAS**, LAFCO entered into an agreement with Consultant for the completion of the Municipal Services Review and Sphere of Influence Study Fire Suppression Agencies in El Dorado County on May 27, 2020 (“Agreement”); and

**WHEREAS**, Consultant has requested an amendment to the Agreement to provide for additional services and compensation.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below LAFCO and Consultant hereby agree as follows:

#### AGREEMENT

1. Schedule of Services. Section 2.1 entitled “Schedule of Services” is hereby amended as follows:

“2.1 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by LAFCO and shall be undertaken and completed in a prompt and timely manner according to this mutually agreeable schedule and including the following tasks:

Task 1: Preparation (Payment of \$2,543)

Task 2: Information Collection and Verification (Payment of \$4,308.50)

Task 3: Analysis and Development of Administrative Draft MSR/SOI Update (Payment of \$68,837)

Task 4: Public Review Draft MSR/SOI Update (Payment of \$5,010)

Task 5: Final MSR/SOI (Payment of \$2,400)

Project Management & Contract Management: \$8,049

At Cost Reimbursement for Mileage/Printing Costs: Payment of \$900

Contingency: Payment of \$5,000”

2. Compensation. Section 3.1 entitled "Compensation" is hereby amended as follows:

"3.1 Compensation. Consultant shall receive compensation for all Services rendered under this Agreement for each specified task described in Article 2.1 above, subject to the condition that the specified task is completed in a manner satisfactory to LAFCO, in the amounts set forth in Article 2.1. The total compensation shall not exceed NINETY-SEVEN THOUSAND FORTY-SEVEN DOLLARS AND FIFTY CENTS (\$97,047.50) without LAFCO's prior written approval. All reimbursements for expenses incurred by Consultant in the performance of this Agreement are included in the foregoing amounts."

3. Exhibit A. Exhibit "A" is hereby amended to add Task 2, VII. as follows:

"Perform a new analysis of the Financial Section for Garden Valley FPD's MSR Chapter, utilizing the independent audits that the District will supply to Consultant as the primary source of information for that section. Consultant will incorporate this new information into the Countywide financial discussion."

4. Full Force and Effect. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect. All capitalized terms in this Amendment shall have the meaning ascribed them in the Agreement unless otherwise noted in this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the day and year first above written.

EL DORADO LAFCO

South Fork Consulting, LLC

By: \_\_\_\_\_

Tim Palmer  
Chair, El Dorado LAFCO

By: \_\_\_\_\_

Amanda Ross  
South Fork Consulting, LLC

*Attest:*

*Approved as to Form:*

By: \_\_\_\_\_

Erica Sanchez  
Interim Executive Officer

By: \_\_\_\_\_

Mala Subramanian  
Best Best & Krieger LLP  
LAFCO Counsel