

EL DORADO LAFCO

LOCAL AGENCY FORMATION COMMISSION

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR AUDIT SERVICES

LAFCO RESOLUTION L-2012-08

This Second Amendment to the Professional Services Agreement for Audit Services ("Amendment") is made and entered into as of the 22nd day of August 2012 by and between the EL DORADO COUNTY LOCAL AGENCY FORMATION COMMISSION ("LAFCO") and Matson and Isom, a California corporation ("Consultant").

RECITALS

WHEREAS, LAFCO and Consultant entered into an Agreement for Professional Services ("Agreement") via LAFCO Resolution L-2009-04, effective April 22, 2009; and

WHEREAS, LAFCO finds that the Consultant has performed services in conformance to Sections 1 and 5 of the Agreement in a satisfactory manner; and

WHEREAS, LAFCO and Consultant wish to amend the Agreement to extend the length of services.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, LAFCO and Consultant hereto agree as follows:

AMENDMENT

1. The last sentence in Section 3.1 of the Agreement, entitled "Compensation," is hereby amended to read as follows: "LAFCO, in its sole discretion, exercises the option to renew this Agreement for two additional years; the total amount paid for services rendered by the Consultant for audit services for Fiscal Years 2012-2013 and 2013-2014 shall not exceed the amount of \$7,670 without LAFCO's prior written approval."

2. The following sentence is added as a second paragraph in Section 5.3 of the Agreement, entitled "Project Manager": "Consultant shall designate and assign Christy Norton as the person performing the services contracted herein for the term specified in Section 3.1 of this Amendment and shall continue in

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such capacity unless and until she is removed at the request of LAFCO, is no longer employed by Consultant or replaced with the written approval of LAFCO which shall not be unreasonably withheld.”

3. All other provisions in the Agreement remain unchanged and in effect.

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

EL DORADO LAFCO

MATSON AND ISOM

By: _____
Ron Briggs
Chairman, El Dorado LAFCO

By: _____

Attest:

By: _____
José C. Henríquez
Executive Officer

Approved as to Form:

By: _____
Andrew Morris
Best Best & Krieger LLP
LAFCO Counsel