

| | |
|-----------------------------|-----|
| CONTRACT NUMBER 18-041.2 | CAO |
| COUNTY ORIGINAL | |

AMENDMENT NO. 2
TO CONTRACT NO. 18-041 BETWEEN
THE COUNTY OF TRINITY
AND
RODNEY CRAIG GOODMAN, JR., CPA

WHEREAS, an agreement was entered into the 3rd day of April, 2018 and amended the 6th day of August, 2019 by and between the COUNTY OF TRINITY, and **Rodney Craig Goodman, Jr., CPA**, to assist County Administration with the development of the Countywide budget; and

WHEREAS, the agreement provides for a termination date of September 30, 2021; and

WHEREAS, the parties wish to:

1. Amend the scope of services as listed on Exhibit A;
2. Extend the term of agreement;
3. Increase the maximum cost to county; and

WHEREAS, the agreement provides for amendments.

NOW, THEREFORE, the parties hereto agree to the following:


1. Exhibit A: SERVICE TO BE PROVIDED BY CONTRACTOR is amended to include: Conduct a countywide fee study and assist in the preparation of the agenda item and presentation to the Board of Supervisors.
2. Section XV. TERM OF AGREEMENT: is extended to September 30, 2022
3. Section V. MAXIMUM COST TO COUNTY: is amended by adding:
There is a onetime increase of \$75,000 for costs associated with the countywide fee study.

In all other respects, the terms of the agreement are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 4th day of February, 2020.

COUNTY OF TRINITY:

CONTRACTOR:

By 
Bobbi Chadwick, Chairman
Trinity County Board of Supervisors

By 
Rodney Craig Goodman, Jr.

Date: 2/4/2020

Date: 2/5/2020

Approved as to form:


MARGARET E LONG
County Counsel

RISK MANAGEMENT APPROVAL

By: 
Shelly Nelson
Human Resources/Risk Management Director

| | |
|-----------------|-------|
| CONTRACT NUMBER | ADMIN |
| 18-041.1 | |
| COUNTY ORIGINAL | |

AMENDMENT NO. 1
TO CONTRACT NO. 18-041 BETWEEN
THE COUNTY OF TRINITY
AND
RODNEY CRAIG GOODMAN, JR., CPA

WHEREAS, an agreement was entered into the 3rd day of April, 2018 by and between the COUNTY OF TRINITY, and **Rodney Craig Goodman, Jr., CPA**, to assist County Administration with the development of the Countywide budget; and

WHEREAS, the agreement provides for a termination date of September 30, 2019; and

WHEREAS, the parties wish to:

1. Extend the term of agreement;
2. Extend the contract performance time;
3. Increase the maximum cost to county; and

WHEREAS, the agreement provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Section V. MAXIMUM COST TO COUNTY: is deleted in its entirety and replaced with the following:
Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$54,000 per fiscal year including direct non-salary expenses. For fiscal year 2018/2019, there will be a one-time increase of \$8,400.
2. Section VII. CONTRACT PERFORMANCE TIME: is deleted in its entirety and replaced with the following:
All the work required by this contract shall be completed and ready for acceptance no later than September 30 of each year for the respective fiscal year budget.
3. Section XV. TERM OF AGREEMENT: is extended to September 30, 2021.

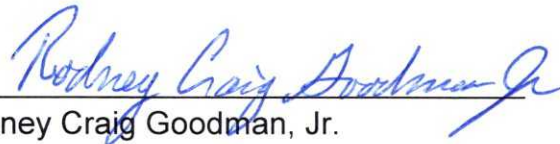
In all other respects, the terms of the agreement are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 1 to be executed on this 6TH day of August, 2019.

COUNTY OF TRINITY:

CONTRACTOR:

By 
Judy Morris, Chairman
Trinity County Board of Supervisors

By 
Rodney Craig Goodman, Jr.

Date: 8/6/2019

Date: 8/19/2019

Approved as to form:

RISK MANAGEMENT APPROVAL


MARGARET E LONG
County Counsel

By: 
Shelly Nelson
Human Resources/Risk Management Director

| | |
|-----------------|-----|
| CONTRACT NUMBER | |
| 18-041 | CAO |
| COUNTY ORIGINAL | |

STANDARD FORM PERSONAL SERVICES CONTRACT
COUNTY OF TRINITY
AND
RODNEY CRAIG GOODMAN, JR., CPA

THIS AGREEMENT is made and entered into this 3rd day of April, 2018, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and **Rodney Craig Goodman, Jr., CPA**, a sole proprietor hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to assist the County with the development of the budget for fiscal year 18/19 and 19/20; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.

II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this contract or services but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

III. COUNTY FURNISHED SERVICES: The County agrees to:

A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Contractor and as set forth in Exhibit "A".

C. Make available all pertinent data and records for review.

IV. FEES: The fees for furnishing services under this Contract shall be based on the Contractors then currently hourly rate.

V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$48,000 per fiscal year including direct non-salary expenses.

VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt by County of an invoice covering the service(s) rendered to date.

For any services involving a public works or construction project the County shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the work or termination of this Contract.

With respect to any additional services provided under this Contract as specified in paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged based on Section IV. FEES.

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

VII. CONTRACT PERFORMANCE TIME: All the work required by this contract shall be completed and ready for acceptance no later than September 30, 2018 and September 30, 2019, for the respective fiscal year budgets. Time is of the essence with respect to this Contract.

VIII. INSURANCE: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy [Insurance Services Office Form CG 00 01] covering CGL on an occurrence basis, including products and completed operations, property damage bodily injury and personal & advertising injury with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 1613
Weaverville, CA 96093

- B. Contractor shall also provide personal automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000 per accident for bodily injury and property damage.
- C. The Contractor shall be required to carry professional coverage in the amount of \$250,000 per occurrence or claim, \$250,000 aggregate.

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

IX. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease, shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.

X. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

XI. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

XII. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

XIII. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

XIV. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a

maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XV. TERM OF AGREEMENT: This Agreement shall commence on April 3, 2018 and shall terminate on September 30, 2019.

XVI. CONFIDENTIALITY: All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.

XVII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XVIII. TERMINATION:

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

XIX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees

thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XX. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.

XXI. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXII. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Trinity County, California.

XXIII. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

XXIV. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.

XXV. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXVI. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

***Trinity County Administration
PO Box 1613
Weaverville, CA 96093***

Notices shall be given to Contractor at the following address:

***Rodney Craig Goodman, Jr., CPA
8788 Elk Grove Boulevard, Suite 1-N
Elk Grove, CA 95624***

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

COUNTY OF TRINITY:

By



Keith Groves, Chairman
Trinity County Board of Supervisors

Date:

4/3/2018

CONTRACTOR:

By



Rodney Craig Goodman, Jr.

Date:

4/24/2018

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR

Review departmental budget requests. Verify that all forms are complete and reasonable. Verify that significant changes to accounts across years is reasonable or sufficient justification is provided.

Meet with departments to discuss their budget requests. Obtain justification from department representatives that sources and uses of funds is reasonable and that there are no unexplained differences across years.

Prepare the Recommended Budget Book. Following the preferred format of the Board of Supervisors, compile the budgets requested by the departments into a book understandable to the citizens of Trinity County. Budgets should include recommended changes such that uses of available funds is in line with available sources of funds. Obtain state and federal information on estimated changes in cost of living and other factors that affect anticipated revenue and cost factors.

Attend meetings of the Trinity County Board of Supervisors regarding the budget and its process until the Final Budget is adopted. Meet with the Budget Committee appointed by the Board of Supervisors to obtain input and consensus on recommended changes to departmental budget requests. Attend public meetings with the Board of Supervisors and act as their expert in addressing questions from the public.