

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
RODNEY CRAIG GOODMAN JR., CPA**

This First Amendment to the June 15, 2015 Agreement by and between the COUNTY OF SAN MATEO, hereinafter called "County," and RODNEY CRAIG GOODMAN JR, CPA, hereinafter called "Contractor" (collectively the "Parties") is entered into by the Parties on this 11th day of August 2015;

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement dated June 15, 2015 for the provision of accounting and financial reporting services ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement to extend the term through February 28, 2016, and increase the amount by \$135,000 to an amount not to exceed \$215,000.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Section 3 of the Agreement is amended and restated in its entirety as follows:

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Two Hundred Fifteen Thousand Dollars (\$215,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

2. Section 4 of the Agreement is amended and restated in its entirety as follows:

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 15, 2015 through February 28, 2016.

3. Exhibit "A" to the Agreement is replaced with the Amended Exhibit "A", attached hereto. The Parties further agree that all references in the Agreement to "Exhibit A" shall hereinafter refer to "Amended Exhibit A".
4. Exhibit "B" to the Agreement is replaced with the Amended Exhibit "B", attached hereto. The Parties further agree that all references in the Agreement to "Exhibit A" shall hereinafter refer to "Amended Exhibit B".
5. All other terms and conditions of the Agreement shall remain in full force and effect.

5. This Amendment constitutes the entire understanding of the Parties hereto with respect to matters herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties regarding the Amendment to the Agreement not expressly stated in this Amendment are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in a writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Rodney Craig Goodman Jr. CPA


Contractor's Signature

Date: 8/11/2015

Amended Exhibit “A” to Agreement between County of San Mateo and Rodney Craig Goodman Jr., CPA

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Under the general direction of the Controller's Office Management, perform the following professional accounting services:

- (1) Co-ordinate year-end closing activities with departments and agencies;
- (2) Effectively learn prior year's County financial work-papers to apply the accounting techniques to prepare draft and final annual financial reports for the Joint Powers Financing Authority (JPFA), JPFA State Report, Comprehensive Annual Financial Report (CAFR), Popular Annual Financial Report (PAFR), and the Application for GFOA Award of CAFR and PAFR, before the deadlines listed in Table A.1;
- (3) Prepare timely and accurate financial analyses, schedules and reports as directed by the Controller's Office Management;
- (4) Coordinate annual audit activities with independent external auditors;
- (5) Review and assess changes in generally accepted governmental accounting principles and develop procedures for implementation including but not limited to GASB 68.
- (6) Interpret complex laws and Federal and State regulations regarding the County's general accounting operations;
- (7) Train and assist the newly hired General Accounting Manager and staff on critical reports and functions related to production of financial statements and reports;
- (8) Other professional services requested by the Controller's Office Management related to financial reporting.

Table A - 1

Annual Financial Reports	Final Due Date
Joint Powers Financing Authority (JPFA)	September 30, 2015
JPFA State Report	September 30, 2015
Comprehensive Annual Financial Report (CAFR)	October 31, 2015
Popular Annual Financial Report (PAFR)	November 20, 2015
Application for GFOA Award for CAFR and PAFT	November 20, 2015

Amended Exhibit "B" to Agreement between County of San Mateo and Rodney Craig Goodman Jr., CPA

In consideration of the services provided by Contractor described in the Amended Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Billable Rate:

The Contractor's billable hourly rate will be \$225 under this contract for the provision of professional services specified in the Amended Exhibit A.

Professional Services:

The County's payments for professional services, exclusive of housing and transportation allowance, specified under this first amendment to the original agreement shall not exceed \$190,000 unless further amended by the department head or designee.

Allowance for Housing/Transportation:

The County will pay the Contractor a maximum of \$25,000 towards housing and transportation allowance. The Contractor shall bill the County for such allowances, separately from Professional Services.