CITY OF SIGNAL HILL

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL AUDITING SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for Professional Auditing Services ("First Amendment") is entered into on the 13th day of May, 2025, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Rogers, Anderson, Malody & Scott, LLP, a partnership, in the state of California, with its principal place of business at 735 E Carnegie Drive, Suite 100, San Bernardino, CA 92408, ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

- 2.1 <u>Agreement</u>. The Parties entered into that certain Agreement for Professional Auditing Services dated April 11, 2023 ("Agreement") with an initial 3-year term expiring on June 30, 2025 and total compensation not to exceed \$154,810.
- 2.2 <u>First Amendment</u>. The Parties now desire to amend the Agreement in order to extend the term of the Agreement to expire on June 30, 2026, thereby utilizing the first of two optional one-year term extensions available under the Agreement and increase the total amount of compensation under the Agreement not to exceed \$207,620.

3. TERMS.

3.1 <u>Term</u>. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from April 11, 2023, to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines."

3.2 <u>Compensation</u>. Section 3.3.1 the Agreement is hereby amended in its entirety to read as follows:

"Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Two Hundred Seven Thousand, Six Hundred Twenty Dollars (\$207,620) over the Term of the Agreement without written approval of the City Council or City Manager as applicable. Extra Work may be

authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.3 <u>Schedule of Services</u>. Paragraph 1 of the Exhibit "B" of the Agreement is hereby amended in its entirety to read as follows:

"Audit Services for the fiscal years ending June 30, 2023, 2024, 2025 and 2026 with an option to extend the term for one (1) additional year for a maximum of five (5) years."

3.4 <u>Remaining Provisions of Agreement</u>. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

By:
Carlo Tomaino
City Manager

By:
Daritza Gonzalez
City Clerk

APPROVED AS TO FORM:

By:
Best Best & Krieger LLP

City Attorney