

**FIRST AMENDMENT TO  
AGREEMENT WITH JJACPA, INC.  
FOR FINANCIAL AUDITING SERVICES**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_ day of March, 2018, by and between the CITY OF FORT BRAGG, hereinafter referred to as "CITY," and JJACPA, INC. hereinafter referred to as "CONSULTANT."

**WHEREAS**, CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") on April 13, 2015 for CONSULTANT to provide financial auditing services for the City of Fort Bragg; and

**WHEREAS**, the Agreement's term will expire on March 31, 2018; and

**WHEREAS**, the CITY requires the ongoing services of CONSULTANT to provide financial auditing services for the current fiscal year, FY 2017/18; and

**WHEREAS**, the parties desire to extend the Agreement to include audit services for Fiscal Year 2017/18, making the termination date of the contract on or before March 31, 2019; and

**WHEREAS**, the cost for CONSULTANT's services for FY 2017/18 is \$41,750.00, as outlined in Exhibit A attached hereto and incorporated herein by reference; and

**WHEREAS**, CONSULTANT is best able to provide this continued service;

**NOW THEREFORE**, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, CITY and CONSULTANT hereby agree that the Professional Services Agreement for financial auditing services, is hereby amended as follows:

1. Paragraph 2, "Term," is hereby amended as follows:

**2. TERM**

The Agreement term will commence on April 14, 2015 and expire on March 31, 2019, unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

2. Paragraph 3, "Payment Terms and Not to Exceed Amount," is hereby amended as follows:

**3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT**

City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the City's obligation to pay the Consultant under this Agreement exceed \$41,600 for FY 2014/15, \$41,050 for FY 2015/16, \$41,800 for FY 2016/17, and \$41,750 for FY 2017/18 for a total of \$166,200.00 (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to the City during normal business hours upon reasonable notice. In accordance with California Government Code § 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as

part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

3. Paragraph 4, "Time of Completion," is hereby amended as follows:

**4. TIME OF COMPLETION**

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by March 31, 2019 (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

4. Except as expressly amended herein, the Professional Services Agreement between the CITY and CONSULTANT dated April 13, 2015 is hereby reaffirmed.

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

CITY:

CONSULTANT:

By: \_\_\_\_\_  
Tabatha Miller  
City Manager

By:  \_\_\_\_\_  
Joseph J. Arch  
President/CEO

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
June Lemos, CMC  
City Clerk

\_\_\_\_\_  
Russell Hildebrand  
City Attorney

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CONSULTANT:

By: \_\_\_\_\_  
Tabatha Miller  
City Manager

By: \_\_\_\_\_  
Joseph J. Arch  
President/CEO

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
June Lemos, CMC  
City Clerk

  
\_\_\_\_\_  
Russell Hildebrand  
City Attorney

# The City of Fort Bragg

## Audit billing worksheet - per contract

|   | <b>Total<br/>2017-18</b> | Interim     | <b>Balance</b>      |
|---|--------------------------|-------------|---------------------|
| City Audit  | \$ 22,700                |             | \$ 22,700           |
| Successor Agency Audit  | 3,200                    |             | 3,200               |
| Fort Bragg Municipal Improvement<br>District No. 1 Audit                  | 2,300                    |             | 2,300               |
| C.V. Starr Community and Aquatic Center<br>Audit                          | 2,300                    |             | 2,300               |
| Single Audit  | 7,500                    |             | 7,500               |
| Annual Report of Financial Transactions<br>Report to the State Controller | 1,500                    |             | 1,500               |
| Transportation Development Act Audit                                      | 500                      |             | 500                 |
| CAFR Preparation  | -                        |             | -                   |
| Out-of-pocket expenses  | 1,750                    |             | 1,750.00            |
| <b>Grand Total</b>  | <b>\$ 41,750</b>         | <b>\$ -</b> | <b>\$ 41,750.00</b> |