

RESOLUTION NO. SA05-19

Resolution Of The City Of Emeryville As Successor Agency To The Emeryville Redevelopment Agency Authorizing The City Manager To Enter Into A First Amendment To The Professional Services Agreement For Audit Services With Lance, Soll & Lunghard, LLP, Increasing The Services Agreement Amount By \$31,500 To An Amount Not To Exceed \$46,500 For Fiscal Years 2018-19 and 2019-20 Audit

WHEREAS, the Successor Agency entered into a Professional Services Agreement with Lance, Soll & Lunghard, LLP (Consultant) effective May 16, 2018 for the purpose of providing audit services, which services terminate on March 31, 2019; and

WHEREAS, the Successor Agency desires to engage the Consultant for the fiscal years 2018-19 and 2019-20 audit; and

WHEREAS, the Successor Agency has determined that Consultant is qualified by training and experience to render such services, and Consultant has agreed to provide such services; and

WHEREAS, Consultant has submitted a proposal dated December 26, 2018, with the approved proposal attached as Exhibit A-1 to the First Amendment to Professional Services Agreement; now, therefore, be it


RESOLVED, by the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency hereby authorizes the City Manager to enter into a First Amendment to the Professional Services Agreement for audit services with Lance Soll & Lunghard, LLP, increasing the services agreement amount by \$31,500 to an amount not to exceed \$46,500 for fiscal years 2018-2019 and 2019-20 audit.

ADOPTED, by the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency at a regular meeting held Tuesday, January 15, 2019, by the following vote:

AYES:	5	Mayor Medina, Vice Mayor Patz, and Council Members Bauters, Donahue, and Martinez
NOES:	0	
ABSTAIN:	0	
ABSENT:	0	


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY





City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT

("Amendment") is effective as of this _____ day of _____, 2018, by and between **THE CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO THE EMERYVILLE REDEVELOPMENT AGENCY**, a municipal corporation, ("Successor Agency") and **LANCE, SOLL & LUNGHARD, LLP** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH THAT

WHEREAS, the Successor Agency and Contractor entered into a Professional Services Contract dated May 16, 2018 ("Contract") for the purpose of retaining the services of Contractor to provide audit services; and

WHEREAS, the Successor Agency and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

■ The Parties agree to amend the Contract as checked below:

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-***Revision Number*; or
- ☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-1**, attached hereto and incorporated herein by this reference.
- ☒ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **MARCH 31, 2021**.
- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$31,500.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FORTY-SIX THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$46,500.00)**.

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect

5. WAIVER

The Successor Agency's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
FIRST AMENDMENT**

IN WITNESS WHEREOF the Successor Agency and the Contractor have executed this Contract, which shall become effective as of the date first written above.

Approved As To Form:



Legal Counsel

Dated:

**CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO
THE EMERYVILLE REDEVELOPMENT AGENCY**


_____, 2018

Christine S. Daniel, Executive Director

Dated:

LANCE, SOLL & LUNGHARD, LLP

_____, 2018



Bryan Gruber, Partner (Signature)



December 26, 2018

Susan Hsieh, CPA
Finance Director
City of Emeryville

Dear Ms. Hsieh,

As you are aware, our contract with the Successor Agency to the Emeryville Redevelopment Agency (Successor Agency) for auditing services expired with the fiscal year ending June 30, 2018. Over the years, we have provided the Successor Agency with auditing and accounting services which included:

- Performed a financial audit of the Successor Agency to the Emeryville Redevelopment Agency, which is reported as a Private-Purpose Trust Fund in the City of Emeryville's Comprehensive Annual Financial Report (CAFR).

We have made it an *absolute priority* to provide the Successor Agency with the best service available and we would like to continue to provide this level of service to the Successor Agency. Since LSL specializes in the audits of cities and has an extensive government services staff, we provide for staff rotation on your engagement so that the City will always receive a fresh look at its system and records. This coupled with the knowledge base we have gained from working with the Successor Agency over the years, provides for optimal audit services.

We would like to propose a one-year extension plus one additional option year to our original agreement to provide continuous and uninterrupted auditing services to the Successor Agency. As a part of our services, LSL CPAs will continue to provide extensive Governmental Accounting Standards Board (GASB) assistance to the Successor Agency throughout the year.

Please see the attached Appendix A for our proposed fees for the next year. The services to be performed, fee structure and billing methods would remain unchanged from our original agreement.

Again, LSL CPAs looks forward to continue to provide quality services to the Successor Agency. Please sign below to acknowledge your acceptance of this agreement and return to my attention. Should you or any other representative of the City have additional questions regarding this agreement, please do not hesitate to contact Bryan Gruber, Partner at (714) 672-0022.

Very truly yours,

Lance, Soll & Luythard, LLP

Signature

Date



SUCCESSOR AGENCY TO THE EMERYVILLE REDEVELOPMENT AGENCY

LSL CPAs – Quote for Audit Services Appendix A

FEES	2018-2019	2019-2020
Successor Agency Audit	\$15,500	\$16,000
Total	\$15,500	\$16,000