

SECOND AMENDMENT TO AGREEMENT 299
BETWEEN THE CITY OF CUPERTINO AND MOSS
ADAMS FOR CONSULTING SERVICES AGREEMENT
FOR INTERNAL AUDIT SERVICES

This Second Amendment to Agreement 299 between the City of Cupertino and MOSS ADAMS is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and MOSS ADAMS, a Limited Liability Company ("Contractor") whose address is 999 THIRD AVENUE SUITE 2800, SEATTLE, WA 98104, and is made with reference to the following:

RECITALS:

- A. On August 23, 2021 Agreement 299 ("Agreement") was entered into by and between City and Contractor for Internal Audit Services.
- B. On June 1, 2022 The City and the Contractor entered into a First Amendment for Internal Audit Services ("First Amendment") effective June 30, 2022 with a term expiring on June 30, 2023;
- C. The Agreement and First Amendment are collectively referred to as the "Agreement", unless otherwise indicated.
- D. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. Paragraph #3 of the Agreement is modified to read as follows: TIME OF PERFORMANCE
Section 3.1 of the Agreement is modified as follows: This Agreement begins on the Effective Date and ends on June 30, 2026 ("Contract Time"), unless terminated earlier as provided herein. Contractor's Services shall begin on the effective date and shall be completed by June 30, 2026. At the end of the term, the City shall have options to extend the term on a year-to-year basis up to an additional two (2) years. The City shall exercise each one-year option by providing written notice to the Contractor at least thirty (30) days prior to the expiration of the applicable term. Upon exercise of the option, the parties will amend section 4.1 to reflect the increase in the contract compensation, if applicable. The City's appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extensions does not include additional contract funds. Extensions requiring additional contract funds are subject to the City's purchasing policy.
2. Paragraph #4 of the Agreement is modified to read as follows: COMPENSATION
Section 4.1 of the Agreement is modified as follows: **Maximum Compensation.** City will pay Contractor for satisfactory performance of the Services an amount that will based on actual costs but that will be capped so as not to exceed \$100,000 annually ("Contract Price"), for a total not to exceed contract amount of \$500,000 based upon the scope of services in Exhibit A and the budget and rates included in Exhibit C, Compensation attached and incorporated here. The maximum compensation includes all expenses and

reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

MOSS ADAMS

By_____

By_____

Title_____

Title_____

Date_____

Date_____

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

Date_____

