

**AMENDMENT NO. 1
TO
AGREEMENT BETWEEN
TOWN OF CUTLER BAY
AND
CABALLERO FIERMAN LLERENA & GARCIA, LLP
(FORMERLY KNOWN AS ALBERNI CABALLERO & FIERMAN, LLP)
FOR PROFESSIONAL AUDITING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into this ____ day of July, 2019 (“Effective Date”), by and between the Town of Cutler Bay, Florida, a Florida municipal corporation (“Town”) and Caballero Fierman Llerena & Garcia, LLP (formerly known as Alberni Caballero & Fierman, LLP) (“Auditor”), who shall collectively be referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Town and the Auditor entered into an Agreement dated July 16, 2014 (“Agreement”) attached hereto as Exhibit “A”, for the provision of auditing services as outlined in Request for Proposals No. 14-03 – Professional Auditing Services; and

WHEREAS, the Town wishes to modify the Agreement in accordance with the terms and conditions set forth in this Amendment; and

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties, desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. **Amendments Control.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the Agreement, the terms of this Amendment shall prevail and govern.
3. **Defined Terms.** All initial capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement unless otherwise provided.
4. **Counterparts.** This Amendment may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by electronic mail. Each executed counterpart of this Amendment will constitute an original document and all executed counterparts, together, will constitute the same Amendment.

5. **Amendment of Section 3 of the Agreement.** Section 3 of the Agreement is deleted and replaced as follows:

3. COMPENSATION

- 3.1 For all Auditing Services provided by AUDITOR as described in Sections 2.1 through 2.3 of this Agreement, AUDITOR shall be compensated as follows:

<u>Fiscal Year Ended Sept. 30</u>	<u>Financial Statement Audit and CAFR Issuance</u>	<u>Single Audit Services (if applicable)</u>	<u>The Children's Trust Program Audit (if applicable)</u>
2014	\$24,000	\$2,500	\$3,000
2015	\$25,000	\$2,500	\$3,000
2016	\$26,500	\$3,000	\$3,500
2017*	\$27,500	\$3,000	\$3,500
2018*	\$29,000	\$3,000	\$3,500
<u>2019**</u>	<u>\$24,000</u>	<u>\$3,000</u>	<u>\$5,000</u>
<u>2020**</u>	<u>\$25,000</u>	<u>\$3,000</u>	<u>\$5,000</u>
<u>2021**</u>	<u>\$26,500</u>	<u>\$3,000</u>	<u>\$5,000</u>

*Town Option(s) per RFP No. 14-03

**First Amendment Extension/Option(s)

- 3.2 The AUDITOR shall provide any such backup documentation, including staff time records, requested by the TOWN to support the amounts invoiced to the TOWN for Professional Auditing Services contemplated herein. The TOWN shall pay the AUDITOR for all approved invoices, no later than thirty (30) calendar days from the date of approval by the Town Manager of the invoice.

[SPACE LEFT INTENTIONALLY BLANK.]

6. **Amendment of Section 7 of the Agreement.** Section 7 of the Agreement is deleted and replaced as follows:

7. **TERM AND RENEWAL**

- 7.1 This Agreement shall become effective upon execution by both parties and shall continue through the audit for the fiscal year ending **SEPTEMBER 30, 2016** unless earlier terminated as provided in Section 8 (the “Term”).
- 7.2 The Town shall have the option to renew this Agreement upon the same terms and conditions for up to ~~two (2)~~ five (5) additional one (1) year extensions (the “Option”). The Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon written notice from the Town Manager to the Auditor no later than 30 days prior to the date of termination of the Term or any renewal term.
- 7.3 After fiscal year ending September 30, 2021, the Town shall have the sole option to renew the Agreement on a year to year basis upon the same terms and conditions contained herein and at fees that are mutually agreed upon between the Town and the Auditor.

7. **No Further Modifications.** Except as modified herein, the terms of the Agreement shall remain unchanged and in full force and effect.

[SPACE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date written above.

WITNESSES:

AUDITOR

Print: _____

Print: _____

By: _____

Print: _____
Caballero Fierman Llerena & Garcia, LLP

Dated this ____ day of July, 2019.

ATTEST:

TOWN OF CUTLER BAY, FLORIDA

Debra Eastman, MMC
Town Clerk

By: _____
Rafael G. Casals
Town Manager

Dated this ____ day of July, 2019.

Approved as to form and legality for
the use of and reliance by the
Town of Cutler Bay only:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Town Resolution No. 19-_____