

THIRD AMENDMENT TO  
AGREEMENT BETWEEN  
THE CITY OF CHULA VISTA AND  
LANCE SOLL AND LUNGHARD, LLP  
TO PROVIDE AUDIT SERVICES

This Third Amendment is entered into effective as of July 1, 2019 (“Effective Date”) by and between the City of Chula Vista (“City”), a California chartered municipal corporation, and Lance Soll and Lunghard, LLP, a California limited liability partnership (“Consultant”), with reference to the following factual recitals:

- A. The City and Consultant entered into the “Agreement Between the City of Chula Vista and Lance Soll and Lunghard, LLP to Provide Audit Services” (“Agreement”) on April 8, 2014.
- B. Pursuant to the Agreement, Consultant was to perform audit services for the City for fiscal years 2014-15 and 2015-16.
- C. The Agreement authorized the City Manager to approve additional services that may be required of Consultant at the hourly rates set forth in the Agreement, and to exercise two one-year options to extend the Agreement to cover fiscal years 2016-17 and 2017-18.
- D. The parties amended the Agreement in June 2015 to add additional services to be performed by Consultant for Fiscal Years 2014-15 and 2015-16 (“First Amendment”).
- E. The parties amended the Agreement in June 2016 to add additional services to be performed by Consultant for Fiscal Years 2016-17 and 2017-18 (“Second Amendment”).

The parties desire to Amend the Agreement to provide that Consultant will perform the services under the Agreement for Fiscal Year 2018-19.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Consultant agree as follows:

- 1. Section 8.D., of Exhibit A to the Agreement is amended to add the following at the end of the Section: “Consultant shall also complete the work for fiscal year 2018-19. The scope of work for 2018-19 shall include: (i) the work identified in sections 7. and 8.A. of Exhibit A to the Agreement, as amended by the First Amendment, (ii) the services identified in section 2. of the Second Amendment,” and the services identified in section 3. of the Third Amendment to the Agreement.”
- 2. Consultant shall be compensated in the amount of \$135,925 for the satisfactory performance of the services described in section 1., above, for fiscal year 2018-19. The compensation schedule will be as provided in section 10.A. of Exhibit A to the Agreement.

3. The Agreement is amended to add the following additional services to be performed for Fiscal Year 2018-19:

- i. GANN Limit Review Report

Consultant will perform Agreed-Upon Procedures in connection with the annual calculation of the appropriation limit (Gann), as required by Section 1.5 of the Article XIII B of the California Constitution. Consultant shall be compensated for such additional services at the hourly rates set forth in the Rate Schedule in section 10.C. of Exhibit A. to the Agreement, but in no event shall the amount to be paid to Consultant for performing these additional services exceed One Thousand One Hundred Fourteen (\$1,114) Dollars.

- ii. Measure P

Testing of compliance with the agreement for Measure P funds and issuance of required audit report with the CAFR. Consultant shall be compensated for such additional services at the hourly rates set forth in the Rate Schedule in section 10.C. of Exhibit A. to the Agreement, but in no event shall the amount to be paid to Consultant for performing these additional services exceed Five Thousand One Hundred Fifty (\$5,150) Dollars.

- iii. Measure A

Testing of compliance with the agreement for Measure A funds and issuance of required audit report with the CAFR. Consultant shall be compensated for such additional services at the hourly rates set forth in the Rate Schedule in section 10.C. of Exhibit A. to the Agreement, but in no event shall the amount to be paid to Consultant for performing these additional services exceed Five Thousand One Hundred Fifty (\$5,150) Dollars.

- iv. GASB 75

Perform Additional test work required under GASB statement No. 75 and review applicable calculations and footnote disclosures. Consultant shall be compensated for such additional services at the hourly rates set forth in the Rate Schedule in section 10.C. of Exhibit A. to the Agreement, but in no event shall the amount to be paid to Consultant for performing these additional services exceed Seven Thousand Five Hundred (\$7,500) Dollars.

4. Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect.

[End of Agreement; Next Page is Signature Page]

SIGNATURE PAGE TO  
THIRD AMENDMENT TO  
AGREEMENT BETWEEN  
CITY OF CHULA VISTA  
AND  
LANCE SOLL AND LUNGHARD, LLP  
FOR AUDIT SERVICES

IN WHITNESS WHEREOF, by signing below the parties hereto enter into this Third Amendment as of the Effective Date.

CITY OF CHULA VISTA

LANCE SOLL AND LUNGHARD, LLP

By: \_\_\_\_\_  
Gary Halbert  
City Manager

By: \_\_\_\_\_  
Richard Kikuchi  
Partner

Approved as to form

By: \_\_\_\_\_  
Glen R. Googins  
City Attorney