

ITEM # 18-1256

Contract No.

CITY OF SANTA FE
AMENDMENT No. 1 to
PROFESSIONAL SERVICES CONTRACT
ITEM#18-0989

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, Finance Department, hereinafter referred to as the "City," and **A. Anderson Consulting** hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 1, Scope of Work, is hereby amended to read as follows: (insert only if amended)

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1. Assist the finance department with FY 2018 audit preparation.

B. Performance Measures:

1. Contractor shall substantially perform the following:
 - a. Review PY audit findings and rectify in CY if possible.
 - b. Conduct research and analysis on assigned audit topic areas such as:
 1. Search for unrecorded liabilities.
 2. Tying out and verifying TB balances.
 3. Accruals.
 4. Creating schedules, tables, reconciliations as needed.
 5. Assist Controller as needed.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal of filing Fiscal Year 2018 audit on time with the New Mexico Office of State Auditor and timely distributing the CAFR to the Citizens of Santa Fe.

2. **Compensation.**

- A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **(\$195/hr Principal, \$60/hr Junior Accountant, \$45/hr Accounting Assistant)** per hour/deliverable/milestone/etc., such compensation not to exceed **(\$36,725.84)**, excluding gross receipts tax. The New Mexico gross receipts

tax levied on the amounts payable under this Agreement totaling (\$2,892.16), shall be paid by the City to the Contractor. The total amount of the monies payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed (\$39,618.00).

The total amount payable to the Contractor under Agreement #18-0989, and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed (\$9,950.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2019**, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

By: City of Santa Fe:
Erik Litzenberg, City Manager

Date: 10/25/18

Attest:

By: Yolanda Y. Vigil, City Clerk

Date: 11/2/18

Approved as to Form:

By: EMM
Erin K. McSherry, City Attorney

Date: 10/22

Approved:

By: Mary McCoy
Mary McCoy, Finance Director *AM*

Date: 10/25/18

Contractor:

By: Angela S Anderson
Name & Title *Angela S Anderson,*
Principal (cm)

Date: 10/27/18

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 00-000000-00-0

03-27/918-00-3

By: _____
Taxation and Revenue Department

Date: _____

Exhibit A

Scope of Work

- A. The Contractor shall perform the following work:
- 1 Assist the finance department with FY 2018 audit preparation.
- B. Performance Measures:
2. Contractor shall substantially perform the following:
 - a. Review PY audit findings and rectify in CY if possible.
 - b. Conduct research and analysis on assigned audit topic areas such as:
 1. Search for unrecorded liabilities.
 2. Tying out and verifying TB balances.
 3. Accruals.
 4. Creating schedules, tables, reconciliations as needed.
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Exhibit B

Quoted Rates

Principal	\$195/hr
Junior Accountant	\$60/hr
Accounting Assistant	\$45/hr