

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2024-02**

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT FOR BOOKKEEPING AND
ACCOUNTING SERVICES BETWEEN THE TRI-VALLEY TRANSPORTATION
COUNCIL AND KRISCH & COMPANY**

WHEREAS, on April 17, 2023, TVTC Board awarded a Professional Services Agreement (“Agreement”) contract for Bookkeeping and Accounting Services to Maze and Associates; and,

WHEREAS, on May 31, 2023, Maze and Associates announced its plan to separate its tax, accounting services and governmental advisory services practices into an independent and separate firm, as Krisch & Company, an Accountancy Corporation, effective June 1, 2023; and,

WHEREAS, On October 16, 2023, TVTC Board amended the Professional Services Agreement with Maze and Associates to memorialize the assignment and assumption of the Agreement to and by Krisch and Company; and,

WHEREAS, TVTC Staff now recommends a second amendment to the Agreement to increase the not to exceed amount from \$50,260 by \$5,000 to an amount of \$55,260 to compensate for the additional efforts required to bring the FY 2022-23 financials to Audit compliance (“Second Amendment”); and,

NOW THEREFORE BE IT RESOLVED THAT TVTC:

1. Approves the Second Amendment to Bookkeeping and Accounting Services Agreement, attached hereto and incorporated herein as Attachment 1 (Second Amendment) and,
2. Authorizes the Chairperson to execute the Second Amendment on behalf of TVTC, subject to review and approval as to form by the General Counsel.

PASSED, APPROVED AND ADOPTED at the meeting of January 29, 2024, by the following votes:

AYES: Josey, Morgan, Perkins, Testa, Haubert and Andersen

NOES:

ABSENT: Kiick

ABSTAIN:

DocuSigned by:

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Jean Josey, Chair
Tri-Valley Transportation Council

ATTEST:

DocuSigned by:

FAA0450A7AE040C
Sai Midididdi, TVTC Administrative Staff

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TRI-VALLEY TRANSPORTATION COUNCIL
AND KRISCH AND COMPANY**

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT is made as 7th day of February 2024 by and between THE TRI-VALLEY TRANSPORTATION COUNCIL (“TVTC”), and Krisch & Company (“Krisch”) (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

WHEREAS, on April 15, 2023, TVTC and Maze and Associates (“Maze”) entered into that certain Professional Services Agreement (“Agreement”) whereby Maze agreed to provide Accounting and Bookkeeping services for TVTC, as further described in the Scope of Work contained in Exhibit A to the Agreement; and

WHEREAS, on May 31, 2023, Maze announced its plan to separate its tax, accounting services and governmental advisory services practices into an independent and separate firm, as Krisch & Company (“Krisch”), an Accountancy Corporation, effective June 1, 2023; and

WHEREAS, on October 16, 2023, TVTC approved First Amendment to the Agreement to memorialize the assignment of the Agreement to Krisch & Company; and

WHEREAS, TVTC and Krisch now desire to amend the Agreement to increase the Not to Exceed Amount under the Agreement by \$5,000 to pay for additional efforts required to bring the FY 2022-23 financials to Audit compliance; and,

NOW, THEREFORE, the foregoing recitals are deemed true and correct and made a part of this Second Amendment and for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TVTC, and Krisch do hereby agree to amend the Agreement as follows:

1. All other terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 5 of the Agreement. The Not to Exceed Amount provided for in Section 5 for accounting and bookkeeping services is increased by \$5,000 from \$50,260 to an amount of \$55,260.

Krisch agrees this is TVTC’s total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

3. All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Second Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Second Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties have executed this Second Amendment on the dates indicated below, the latest of which shall be deemed the Effective Date of this Amendment.

TRI-VALLEY TRANSPORTATION COUNCIL


DATED: 2/23/2024

DocuSigned by:

5CB0FE12F63F448...
By: Jean Josey, TVTC Chair

**Krisch and Company
CONTRACTOR**

DATED: 2/19/2024

DocuSigned by:

DA413CF9101A488...
By: Krisch & Company,
Authorized Executive of Company