

1st Reading:
2nd Reading:

SPONSOR: HUELS

ORDINANCE NO. ____

BILL NO. 22-82

**AN ORDINANCE AMENDING THE AGREEMENT WITH
SIKICH LLP TO AUTHORIZE A PRICE INCREASE AND
TO EXTEND THE AGREEMENT FOR A ONE-YEAR TERM.**

WHEREAS, the Board of Aldermen sought competitive bidding for financial services and after due consideration approved Ordinance No. 3347, entering into an agreement with Hochschild, Bloom & Company LLP, now Sikich LLP, to provide financial services to the City of Fenton (the “Agreement”); and

WHEREAS, as authorized by the Agreement, the term of the Agreement may be extended by both parties upon a negotiated rate, and the parties from time to time have amended and extended the Agreement; and

WHEREAS, Sikich LLP has proposed a rate increase for a monthly fee of \$7,550 for the 2023 term; and

WHEREAS, both parties desire to extend the term of the Agreement so Sikich LLP may continue to provide financial services to the City of Fenton; and

WHEREAS, the Board of Aldermen finds it in the public interest and desires to authorize execution of such amendments to the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FENTON, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City an amendment modifying and extending the current Agreement to provide financial services to the City of Fenton for a monthly fee of \$7,550.00 in substantially the form attached hereto and incorporated herein as Exhibit 1.

Section 2. All other provisions in the Agreement not specifically amended herein shall remain in full force and effect.

ORD. NO. ____

ORD. NO. ____

Section 3. This Ordinance shall be in full force and effect after the date of its passage and approval.

PASSED this 22nd day of September, 2022.

JOE MAURATH, MAYOR

APPROVED this 22nd day of September, 2022.

JOE MAURATH, MAYOR

ATTEST:

Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Nays:

Abstain:

Absent:

ORD. NO. ____

Exhibit 1

THE AMENDMENT

This Amendment to the Agreement with Sikich LLP, to provide the City Financial Services (“Amendment”) being entered into this 22nd day of September, 2022, by and between the **City of Fenton**, a municipal corporation located in St. Louis County, Missouri (“City”) and **Sikich LLP**, a corporation authorized to do business in the State of Missouri.

WHEREAS, the City of Fenton and Hochschild, Bloom & Company LLP, now Sikich LLP, entered into an Agreement to provide Financial Services to the City of Fenton (the “Agreement”); and

WHEREAS, the Agreement contemplates that the term of the Agreement may be extended by both parties; and

WHEREAS, Sikich LLP has proposed a rate increase for a monthly fee of \$7,550 for the 2023 term; and

WHEREAS, both parties desire to extend the term of the Agreement so Sikich LLP may continue to provide financial services to the City of Fenton.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Section entitled “Fee Schedule” is hereby amended by deleting the last full paragraph in such Section on page 3 and inserting the following new paragraph:

The engagement will continue after December 31, 2022 for an additional 1-year term that expires on December 31, 2023, unless cancelled by either party. The City may cancel this Agreement at any time for any reason by giving Sikich LLP written notice to such effect. The Agreement may be extended upon mutual agreement of both parties at a negotiated fee.

2. The Section entitled “Fee Schedule” is hereby amended by inserting the following new fee schedule:

<u>For the Period</u>	<u>Approximate Hours/Week</u>	<u>Maximum Monthly Accounting Services Fee</u>
Year ended December 31, 2023	16	\$7,550.00

3. The parties hereby reaffirm that all other provisions of the Agreement, as amended, not specifically amended herein shall remain in full force and effect through the term extension and shall be deemed incorporated herein and binding on the parties.

4. The Agreement, as amended, together with this Amendment represents the entire agreement among the parties and Sikich LLP agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Amendment.

IN WITNESS WHEREOF, the parties hereto execute this Amendment the day and year first above written.

CITY OF FENTON

By: _____
JOE MAURATH, MAYOR

ATTEST:

CITY CLERK

SIKICH LLP

Signature: _____

By: _____

Title: _____

Attest: _____