

1 FOURTH AMENDMENT TO AGREEMENT NO. 33203

2 **33203**

3 THIS FOURTH AMENDMENT TO AGREEMENT NO. 33203 is made and
4 entered, in duplicate, as of August 10, 2020, for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting on August
6 4, 2020 by and between KPMG LLP, a Delaware limited liability partnership ("Consultant"),
7 with a place of business at 20 Pacifica, Suite 700, Irvine, CA 92618-3391, and the CITY
8 OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City and Consultant (the "Parties") entered into Agreement No.
10 33203 (the "Agreement") whereby Consultant agreed to provide annual financial audits,
11 including the audit of the Comprehensive Annual Financial Report ("CAFR"); and

12 WHEREAS, the Parties entered into a First Amendment to the Agreement to
13 amend the payment of various programs and extend the term to June 30, 2016; and

14 WHEREAS, the Parties entered into a Second Amendment to the Agreement
15 to amend the payment of various programs and extend the term to June 30, 2017; and

16 WHEREAS, the Parties entered into a Third Amendment to the Agreement
17 to amend the payment of various programs, extend the term, and attach a revised rate
18 sheet; and

19 WHEREAS, the Parties now desire to enter into this Fourth Amendment to
20 the Agreement to extend the term to June 30, 2021 and attach a revised rate sheet;

21 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
22 conditions in this Agreement, the parties agree as follows:

23 1. Section 2 of the Agreement is hereby amended to read as follows:

24 "2. PAYMENT. City shall pay Consultant a sum not to exceed Nine
25 Hundred Twenty-Two Thousand Eight Hundred Ninety-Five Dollars (\$922,895) for CAFR,
26 Harbor Department, Water Department, Airport Passenger Facility Charges, and Single
27 Audit services as defined in Section 1 of the Agreement. The total costs are based on the
28 A-133 audit covering up to six (6) Programs. If more than six (6) Programs are required,

1 costs for each additional Program will be negotiated based on the hourly rates in Exhibit
2 "B-2".

3 A. Consultant may select the time and place of performance for these
4 services, provided however, that access to City documents, records and the like, if needed
5 by Consultant, shall be available only during City's normal business hours and provided
6 that milestones for performance, if any, are met.

7 B. In the event that significant assistant or additional services are
8 required, but are considered outside the Scope of Services of this Agreement, such as
9 extraordinary assistance with implementation of future government Accounting Standards
10 Board Statement, the need and cost of these services must be communicated prior to
11 commencement of additional services. Cost must be based on hourly rates in Exhibit "B-
12 2".

13 C. Following services related to fiscal year 2017, the cost of services shall
14 be adjusted two and a half percent (2.5%) annually for services related to fiscal years 2018
15 through 2020.

16 D. Additional audit services, such as Agreed Upon Procedure
17 engagements or additional Programs as referenced in Section 2, may be necessary from
18 time to time for various accounting entities included in the proposal. The effective hourly
19 rate detailed in Exhibit "B-2" will be the rates used for such services. As additional work is
20 requested, Consultant must submit a cost proposal based on these hourly rates to the City
21 prior to initiation of work. With the exception of the hourly rates, any additional work shall
22 be subject to negotiations, mutual agreement, and the execution of a modification signed
23 by each Party."

24 2. Section 3 of the Agreement is hereby amended to read as follows:

25 "3. TERM. The term of this Agreement shall commence at midnight on
26 July 1, 2013, and shall terminate at 11:59 p.m. on June 30, 2021, unless sooner terminated
27 as provided in this Agreement, or unless the services or the Project is completed sooner."

28 3. The Rates and Fees in Exhibit "B" to the Agreement is hereby

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

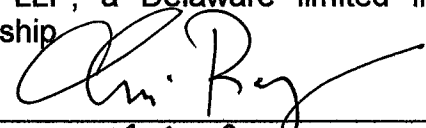
1 amended to include a revised rate schedule more particularly described in Exhibit "B-2",
2 attached hereto and incorporated by this reference.

3 3. Except as expressly amended in this Amendment, all terms and
4 conditions in Agreement No. 33203 are ratified and confirmed and shall remain in full force
5 and effect.

6 IN WITNESS WHEREOF, the Parties have caused this document to be duly
7 executed with all formalities required by law as of the date first stated above.

8
9
10 August 17, 2020

KPMG LLP, a Delaware limited liability partnership

By 
Name CHRIS RAY
Title PARTNER

11
12 _____, 2020

By _____
Name _____
Title _____

"Consultant"

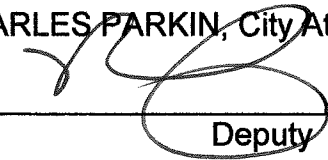
CITY OF LONG BEACH, a municipal corporation

13
14
15
16
17 August 24, 2020

By 

EXECUTED PURSUANT
TO SECTION 301 OF
"City" THE CITY CHARTER

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19
20 This Fourth Amendment to Agreement No. 33203 is approved as to form on
21 August 19, 2020.

22
23 CHARLES PARKIN, City Attorney
By 
Deputy

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Exhibit B-2
Rates Schedule

Labor Category	Hourly Base \$/Hour
Engagement Partner	\$ 390
Engagement Senior Manager	\$ 325
Engagement Manager	\$ 285
Engagement Senior Associate	\$ 215
Engagement Associate II	\$ 150
Engagement Associate I	\$ 125
IT Partner	\$ 440
IT Senior Manager	\$ 390
IT Manager	\$ 375
IT Senior Associate	\$ 285
IT Associate II	\$ 215
IT Associate I	\$ 150
Actuarial Senior Manager	\$ 390
Valuation Senior Manager	\$ 390
Valuation Senior Associate	\$ 325