

MODIFICATION #3  
TO  
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT  
FOR PROFESSIONAL SERVICES  
Contract #14-06-26

THIS MODIFICATION #3 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES is made as of \_\_\_\_\_, 2017 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and CHERRY BEKAERT LLP, a Limited Liability Partnership, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES Contract #14-06-26", ("AGREEMENT") dated April 9, 2014, to obtain auditing and consulting services for Spotsylvania County; and

WHEREAS, the AGREEMENT was subsequently renewed for a one (1) year term by the "Modification #1 to Spotsylvania County Contract Agreement for Professional Services, Contract #14-06-26" dated and executed on March 24, 2015, which term commenced on April 9, 2015, and a second "Modification #2 to Spotsylvania County Contract Agreement for Professional Services, Contract #14-06-26" dated and executed on March 23, 2016, which term commenced on April 9, 2016, and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.3., of the initial contract dated April 9, 2014, and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this "Modification #3 to Spotsylvania County Contract Agreement for Professional Services Contract #14-06-26".

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT as follows:

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.3., is hereby deleted in its entirety and replaced as follows:

2.3. This Agreement shall have a term limit of one (1) year effective from April 9, 2017 through April 8, 2018 and may be renewable for one (1) additional one (1) year term at the option of Spotsylvania County. Any adjustment to pricing for future years will be equal to or less than the unadjusted percent change of the previous twelve (12) months from December of the prior year to December of the current year as indicated in Table 1 of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, Services less energy services category, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the County reserves the right to select another appropriate index.

B. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT, subdivision 4.2.1., is hereby deleted in its entirety and replaced as follows:

4.2.1. The COUNTY agrees to pay a lump sum fee not to exceed One Hundred Twenty Seven Thousand Six Hundred Forty Seven Dollars and Thirty Seven Cents (\$127,647.37) for auditing and consulting services for the fiscal year ending 2017.

Except as hereby modified, the AGREEMENT remains unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #3 to Spotsylvania County Contract Agreement for Professional Services Contract #14-06-26 to be duly executed by their duly authorized officials, made as of the date first written above, and effective April 9, 2017.

SPOTSYLVANIA COUNTY, VIRGINIA

By: \_\_\_\_\_  
MARK B. TAYLOR Dated  
COUNTY ADMINISTRATOR

CHERRY BEKAERT LLP

By:  \_\_\_\_\_ 3/13/17  
ROB CHURCHMAN Dated  
PARTNER

Approved as to Form:

  3-14-17  
County Attorney Dated