

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into on \_\_\_\_\_, 2025, (Effective Date) and amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and The Pun Group, LLP (Service Provider).

### **RECITALS**

WHEREAS, the City and the Service provider entered into a Service Agreement on July 1, 2022 (Agreement), to provide Professional Audit Services for Annual Independent Audit, for a total fee not to exceed \$732,135; and

WHEREAS, the City desires to continue to obtain professional audit services for the 2024-2025 ACFR, Single Audit, and other annual audit services (Project); and

WHEREAS, the Agreement is effective in full force through June 30, 2026; and

WHEREAS, the City and the Service Provider now desire enter into this Amendment to modify the scope of service to include additional professional auditing services, which include financial statement drafting and Annual Comprehensive Financial Report (ACFR) preparation to be completed within the agreed-upon timeline for Fiscal Year 2024-25; and

WHEREAS, the City and Service Provider now desire to increase the total fee amount by \$40,000, in accordance with the updated scope of service and fee schedule contained in Exhibit A attached hereto, increasing the total contract to an amount not to exceed \$772,135; and

WHEREAS, with the entry into this Second Amendment, the Service Provider agrees it has no claim, demand, or dispute against the City.

### **AGREEMENT**

NOW, THEREFORE, the Parties agree that the aforesaid Agreement be amended as follows:

1. The Service Provider shall provide additional services as described in Exhibit A, attached hereto and incorporated herein by reference.
2. Service provider total compensation shall be increased by \$40,000, for a total fee not to exceed \$772,135.
3. Except as otherwise provided herein, the Agreement entered into by the City and the Service Provider on July 1, 2022, remains in full force and effect.

**[Signatures appear on the next page.]**

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
A California municipal corporation

The Pun Group  
Limited Liability Partnership

By: \_\_\_\_\_  
Georgeanne A. White  
City Manager  
Office of the Mayor & City Manager

Signed by:  
By: Frances J. Kuo  
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Name: Frances J. Kuo

Title: Managing Partner  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

APPROVED AS TO FORM:  
ANDREW JANZ

City Attorney  
Signed by:  
By: Sukhman S. Sekhon 9/4/2025  
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Sukhman S. Sekhon  
Deputy City Attorney Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

ATTEST:  
TODD STERMER, MMC  
CITY Clerk

By: \_\_\_\_\_  
Date

Addresses:  
CITY:  
City of Fresno  
Attention: Santino Danisi, Controller  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-7006

Service Provider:  
The Pun Group LLP  
Attention: Frances Kuo, Managing Partner  
200 E. Sandpointe Avenue, Suite 600  
Santa Ana, CA 92707  
Phone: (949) 777-8805  
E-mail: Frances.Kuo@pungroup.cpa

Attachments:  
1. Exhibit A – Scope of Services

EXHIBIT A  
SCOPE OF SERVICES  
Service Agreement between City of Fresno  
and The Pun Group  
**Annual Independent Audit**

**Scope of Work to be Performed**

1. Audit the Annual Comprehensive Financial Report (ACFR) of the City of Fresno prepared by the Finance Department under the direction of the Finance Director/City Controller.
2. Express an opinion on the fair presentation of the City's governmental activities, the business-type activities, each major fund, and the aggregate remaining funds consisting of the individual non-major governmental, non- major enterprise, internal service and fiduciary funds financial statements, in conformity with generally accepted accounting principles.
3. Perform certain limited procedures involving required supplementary information as mandated by generally accepted auditing standards.
4. Provide a report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with government auditing standards.
5. Assist in drafting and preparing the City's Annual Comprehensive Financial Report (ACFR); including the financial statement drafting in accordance with Generally Accepted Accounting Principles (GAAP), preparation support, ensuring accuracy in financial disclosures, clarity in statistical sections, and full compliance with GFOA Certificate of Achievement and GASB requirements.

<b>Audit Service</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>Total</b>
City of Fresno ACFR, GANN, and Related Reports	\$ 138,000.00	\$ 142,140.00	\$ 146,404.00	\$ 150,797.00	\$ 577,341.00
ACFR Preparation	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00
Single Audit: up to 5 major programs	\$ 20,000.00	\$ 20,600.00	\$ 21,218.00	\$ 21,854.00	\$ 83,672.00
Fresno City Employees' Health and Welfare Trust Audit	\$ 6,500.00	\$ 6,695.00	\$ 6,896.00	\$ 7,103.00	\$ 27,194.00
National Transit Database, Fresno Area Express	\$ 5,000.00	\$ 5,150.00	\$ 5,304.00	\$ 5,463.00	\$ 20,917.00
Passenger Facility Charges (PFC-Airport)	\$ 5,500.00	\$ 5,665.00	\$ 5,835.00	\$ 6,010.00	\$ 23,010.00
<b>Total All-Inclusive Price</b>	<b>\$ 175,000.00</b>	<b>\$ 180,250.00</b>	<b>\$ 185,658.00</b>	<b>\$ 231,227.00</b>	<b>\$ 772,135.00</b>