

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
ASM LLP

This Amendment No. 1 (“First Amendment”) is made as of this ____ day of May, 2025 (“Effective Date”) by and between VENTURA COUNTY TRANSPORTATION COMMISSION (“VCTC”), and ASM LLP (“Contractor”), (sometimes referred together as the “Parties” and singularly as a “Party”).

RECITALS

WHEREAS, VCTC and Contractor entered into an agreement on April 5, 2024 (“Agreement”) pursuant to which Contractor agreed to provide professional Transportation Development Act (TDA), State of Good Repair (SGR), Proposition 1B and LCTOP Financial and Compliance Auditing Services (“Services”).

WHEREAS, the Parties desire to amend the Agreement to add additional tasks pursuant to which the Contractor would prepare professional TDA, SGR, Proposition 1B, and LCTOP Financial and Compliance Auditing Services for the Cities of Simi Valley and Moorpark (“Additional Services”).

WHEREAS, the Parties desire to amend the Agreement to add the following additional compensation for the completion of the Additional Services: \$44,350 for Fiscal Year 2024/2025 financial period, \$45,703 for Fiscal Year 2025/2026 financial period, \$47,083 for Fiscal Year 2026/2027 (optional year) and \$48,542 for Fiscal Year 2027/2028 financial period (optional year). .

NOW THEREFORE, VCTC and Contractor agree as follows:

1. Section 4.1 Compensation is hereby amended to increase the not to exceed amount under the Agreement by \$44,350 for the Fiscal Year 2024/2025 financial period, \$45,703 for the Fiscal Year 2025/2026 financial period, \$47,083 for the Fiscal Year 2026/2027 financial period (optional year) and \$48,542 for the Fiscal Year 2027/2028 financial period (optional year) for a new not to exceed amount under the Agreement of \$292,065 for Fiscal Year 2024/2025 financial period, \$300,853 for Fiscal Year 2025/20276 financial period, \$309,883 for Fiscal Year 2026/2027 financial period (optional year) and \$319,227 for Fiscal Year 2027/2028 financial

period (optional year). This additional compensation is based on the fees specified in Exhibit 1 to this Amendment No. 1 "ASM LLP Proposal". Exhibit 1 is attached hereto and incorporated herein by this reference.

2. Attachment 2 to the Agreement is hereby amended to add an additional task to conduct TDA, SGR, Proposition 1B, and LCTOP financial and compliance auditing services for the Cities of Simi Valley and Moorpark for the fiscal years ending June 30, 2025, June 30, 2026, June 30, 2027 (optional year), and June 30, 2028 (optional year), as further described in Exhibit 1, attached hereto and incorporated herein.

The costs and scope contemplated in Exhibit 1 include the costs and work necessary to complete the Professional TDA, SGR, Proposition 1B, and LCTOP Financial and Compliance Auditing Services for the Cities of Simi Valley and Moorpark.

Except to the extent amended herein, all other provisions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this First Amendment on the _____ day of _____ 2025.

VENTURA COUNTY TRANSPORTATION COMMISSION

By: _____
Martin Erickson, Executive Director

Approved as to form

by: _____
Steve Mattas, General Counsel

Firm name - ASM LLP

By:  _____

Andrea Jayasekara, CPA, ACMA, MBA
Managing Partner