

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A THIRD AMENDMENT TO CONSULTANT/SERVICES AGREEMENT WITH RONNA ALANIZ, C.P.A., FOR ACCOUNTING CONSULTANT SERVICES

WHEREAS, the City of Wildwood, Missouri (the “City”), requires certain professional accounting and financial services to aid with the City’s financial management and financial reporting; and

WHEREAS, in connection thereto, the City, pursuant to Ordinance #2892, entered into a Consultant/Services Agreement with Ronna Alaniz, C.P.A. (the “Agreement”), to fulfill the duties of the City’s Finance Officer position, which became vacant on June 13, 2024; and

WHEREAS, in connection thereto, the City, pursuant to Ordinance #2920, authorized a First Amendment to the Consultant/Services Agreement with Ronna Alaniz, C.P.A. (the “Agreement”), to continue to fulfill the duties of the City’s Finance Officer position; and

WHEREAS, in connection thereto, the City, pursuant to Ordinance #2951, authorized a Second Amendment to the Consultant/Services Agreement with Ronna Alaniz, C.P.A. (the “Agreement”), to continue to fulfill the duties of the City’s Finance Officer position; and

WHEREAS, on February 17, 2025, Ronna Alaniz, C.P.A., was officially appointed as the City’s Finance Officer; and

WHEREAS, the scope of the Agreement is limited in amount of compensation paid to complete the services; and

WHEREAS, in recognition of the importance of ensuring all services rendered are properly compensated, the City wishes to amend the Agreement to authorize additional payment and allow for the orderly and appropriate closeout of the engagement; and

WHEREAS, the City Council of the City of Wildwood, Missouri, finds and determines that it is in the best interest of the City to execute a Third Amendment to the Consultant/Services Agreement with Ronna Alaniz, C.P.A., to finalize the terms of the engagement and bring the Agreement to a proper and professional close.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. That the form, terms, and provisions of the Third Amendment to the Consultant/Services Agreement for financial accounting and audit services, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Third Amendment”) be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate,

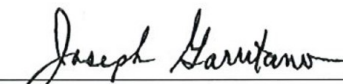
execute, acknowledge, deliver and administer on behalf of the City such Third Amendment in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Third Amendment and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Third Amendment and this Ordinance.

SECTION 2. Effective Date: This Ordinance shall be in full force and take effect from and after its final passage and approval.

SECTION 3. Savings Clause: Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof.

SECTION 4. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

This Bill was passed and approved this ____ day of _____, 2025, by the Council of the City of Wildwood, Missouri, after having been read by title, or in full, two (2) times prior to its passage.




Presiding Officer




Joseph A. Garritano, Mayor

ATTEST:

ATTEST:



DEPUTY City Clerk



DEPUTY City Clerk

Exhibit A

[Attach Third Amendment to Consultant/Services Agreement]

**THIRD AMENDMENT TO
CONSULTANT/SERVICES CONTRACT**

THIS THIRD AMENDMENT to CONSULTANT/SERVICES CONTRACT (the “Third Amendment”), is made and effective as of April 14, 2025 (the “Effective Date”), by and between the City of Wildwood, Missouri, a charter city and municipal corporation of the State of Missouri, and Ronna Alaniz, C.P.A. hereinafter referred to as Consultant, with a business address of: 30 Steeple Hill Lane, Ballwin, Missouri 63011 (the “City” and “Consultant” respectively, and collectively referred to herein as the “Parties”).

WITNESSETH:

WHEREAS, the City and Consultant entered into that certain Consultant/Services Contract, dated June 10, 2024 (the “Agreement”), for the Consultant to perform certain services related to the City’s accounting and audit processes; and

WHEREAS, the Agreement commenced on June 10, 2024, and a First Amendment to the agreement was made effective on September 9, 2024; and the Work, as defined under the Agreement, was set to end on December 31, 2024, unless otherwise extended by the City, in writing; and

WHEREAS, a Second Amendment to the Agreement was made effective on January 13, 2025; extending the term through February 28, 2025, and establishing that compensation would not exceed \$130,000.00, unless otherwise extended by the City, in writing; and

WHEREAS, the City now desires to increase the total authorized compensation under the Agreement to ensure the orderly and appropriate closeout of the engagement, and the City and Consultant have agreed to amend the Agreement to change the amount of compensation paid to Consultant for the complete and satisfactory performance of the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. COMPENSATION. That Article II of the Agreement is hereby amended by deleting Article II in its entirety and enacting, in lieu thereof, a new Article II, to read as follows:

II. COMPENSATION

The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Contract a rate of \$ 85.00 dollars per hour, for each hour worked by Consultant in connection with the Work.

Notwithstanding any provision of this Contract to the contrary, in no event shall the aggregate of all payments made by the City for the performance of the Work exceed One Hundred Thirty-Eight Thousand Six Hundred Thirty-Five Dollars and Zero Cents (\$138,635.00) without the express written authorization of City.

2. RATIFICATION. In all other respects, the Agreement, including the General Conditions attached to the Agreement as Exhibit A, as amended by this Third Amendment, is hereby ratified and affirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed this Third Amendment as of the Effective Date first above written.

Consultant

City of Wildwood, Missouri

By: Roscoe L. Allain

By: Joseph Garofano

Title: CPA

Title: MAYOR

Date: April 11, 2025

Date: 4.14.25

Attest: Colleen Kohbeck

Date: 4.14.25