

AGENDA ITEM 5G

To: John Vasquez, Chair
and Members of the Board of Directors

From: Mat Ehrhardt, P.E., Executive Director/APCO *ME*

Date: December 9, 2020

Subject: Approve Agreement No. 20-19 as First Amendment to Agreement No. 18-03 with Richardson & Company, LLP

Recommended Action

Approve and authorize the APCO to sign Agreement No. 20-19 as the first amendment to Agreement No. 18-03 with Richardson & Company, LLP for independent financial auditing services for fiscal years ending June 30, 2021, and 2022.

Reason for Recommended Action

Board approval is required on agreements \$10,000 or greater.

Background

The District issued a Request for Proposal (RFP) in November 2017 and entered into Agreement 18-03 with Richardson & Company, LLP to audit the District's General Purpose Financial Statements for years ending June 30, 2018, 2019, and 2020. A provision within the contract allows for a two-year extension. This First Amendment to this contract will extend the services for additional fiscal years.

Budget Impact

This is a budgeted line item, and the District has sufficient funds available.

Other Agency Involvement

District Counsel has approved to form.

Attachment: Agreement No. 20-19

AGREEMENT NO. 20-19

First Amendment to Agreement No. 18-03

THIS FIRST AMENDMENT ("First Amendment") is made effective December 9, 2020 between the Yolo-Solano Air Quality Management District, a public agency of the State of California, ("DISTRICT"), and Richardson & Company, LLP("CONTRACTOR"), jointly referred to as "the Parties" herein.

WHEREAS, the Parties entered into Agreement No. 18-03 ("Agreement") on April 11, 2018 for the provision auditing services; and

WHEREAS, Paragraph B.2. of the Agreement states that the DISTRICT, in its sole discretion, may elect to extend this Agreement for an additional two (2) one (1) year periods; and

WHEREAS, the District desires to extend this engagement in professional assistance in order to provide auditing services to the DISTRICT for fiscal years ending June 30, 2021 and 2022; and

WHEREAS, the Parties would now like to amend the Agreement to revise Section B to extend the term of the Agreement through June 30, 2023 and update the compensation amounts in Exhibit B for the additional audit years.

NOW THEREFORE, the Parties agree as follows:

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

This Agreement shall be extended from December 31, 2020 through June 30, 2023.

2. Section A of Exhibit B to the Agreement is hereby amended to read as follows:

A. TOTAL COMPENSATION

Paragraph I, notwithstanding, the total compensation to CONTRACTOR under this Agreement Shall not exceed the following sums:

Audit for Year Ending:	Total Compensation:
June 30, 2018	\$ 16,800
June 30, 2019	\$ 17,150
June 30, 2020	\$ 17,575
June 30, 2021	\$ 18,200
June 30, 2022	\$ 18,800

CONTRACTOR shall receive no reimbursement for any travel or extraordinary items.

3. Except as specifically amended by this First Amendment, the Agreement shall remain in full force and effect according to its terms.

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IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the day and year first above written.

Yolo-Solano Air Quality Management District
"DISTRICT"

Richardson & Company, LLC
"CONTRACTOR"

By _____
Mat Ehrhardt, P.E.
Executive Director/APCO

By _____
Ingrid Sheipline
Managing Partner

Approved as to Form:

By _____
Hope P. Welton, District Counsel