

Regional Conservation Authority

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY AND AHERN, ADCOCK
AND DEVLIN, LLP, FOR MSHCP MITIGATION FEE ATTESTATION**

Staff Contact:

**Honey Bernas, Director of
Administrative Services
(951) 955-2842**

Background:

On October 1, 2007, the RCA entered into a Professional Services Agreement with the accounting firm of Ahern, Adcock and Devlin, LLP, to perform the MSHCP Mitigation Fee Attestation project. This project audits each member agency's records to determine whether the mitigation fees have been collected and remitted to the RCA in accordance with the particular member agency's MSHCP fee ordinance. The audit was designed to be performed on two to three member agencies for the four years ended June 30, 2007.

On May 5 2008, the Board approved Amendment No. 1 that clarified the scope of work based upon the experience from the auditing the first member agencies.

On July 1, 2009, the Board approved Amendment No. 2 to increase the scope of work. The Additional Services included auditing civic and public infrastructure contributions for all member agencies on an annual basis beginning with Fiscal Year 2009 and auditing the annual collection of current year fees for each member agency every year.


Additional compensation for the performance of the Additional Services was not to exceed \$75,000.00 annually, including authorized reimbursements. Consequently, Total Compensation for the Ahern Agreement for each year would not exceed \$123,000. Now, Ahern is requesting an increase of \$15,000.00 to complete the testing for Fiscal Year 2009-10, for a Total Compensation amount not to exceed \$138,000.00. The reason behind the request for additional funds is due to difficulties encountered during the performance of the audits, increasing the number of County Departments that need to be audited, the preparation of a presentation for the RCA Audit Ad Hoc Committee, and attendance at meetings, all of which were not anticipated in the original estimate.

The Executive Committee reviewed this item and they recommended that the RCA Board approve the amendment to the agreement.

Agenda Item No. 7.2 Staff Report
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Executive Committee and Staff Recommendation:

That the RCA Board of Directors approve Amendment No. 3 to the Professional Services Agreement between RCA and Ahern, Adcock, and Devlin, LLP.

FINANCIAL INFORMATION	
In Fiscal Year 2009-10 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Current FY Cost: \$15,000 Annual Cost: \$138,000
Source of Funds: Various	Budget Adjustment: No From To
Approved by: 	Date: April 12, 2010

Attachment:

Amendment No. 3 to Professional Services Agreement

AGENDA ITEM NO. 7.2

ATTACHMENT

**Amendment No. 3 to
Professional Services
Agreement with
Ahern, Adcock and Devlin, LLP**

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY AND
AHERN, ADCOCK AND DEVLIN, LLP, FOR MSHCP
MITIGATION FEE ATTESTATION**

1. PARTIES AND DATE.

This Amendment is entered into this _____ day of _____, 2010 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY (“RCA”) and AHERN, ADCOCK AND DEVLIN, LLP (“CONSULTANT”). The RCA and CONSULTANT are sometimes referred to individually as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 On or about October 1, 2007, the Parties entered an agreement for the purpose of providing MSHCP Mitigation Fee Attestation services required by RCA.

2.2 On or about May 5, 2008, the Parties amended the Agreement to modify the “Agreed-upon Procedures List” (Amendment No. 1).

2.3 On or about July 1, 2009, the Parties amended the Agreement to increase the scope of services, extend the term, and increase compensation. (Amendment No. 2)

2.4 The parties desire to further amend the agreement to increase compensation (“Amendment No. 3”).

2.5 This Amendment is authorized pursuant to Section 3.5.14 of the Agreement.

3. Terms.

3.1 Section 3.3.1 is hereby deleted and replaced with the following:

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “A” attached hereto and incorporated herein by reference. During the first year of the Agreement, starting October 22, 2007, the total compensation for Consultant’s performance of the Services for the Cities of Perris and Corona total shall not exceed thirty-two thousand dollars (\$32,000.00) without written approval of RCA’s Executive Director (“First Year Compensation”). Each year thereafter, until the end of the term of this Agreement, the Consultant will perform the Services and Additional Services, as defined and described in Exhibit A to Amendment No. 2 to the Agreement, at an amount not exceeding One Hundred Thirty-Eight Thousand dollars and no/100's (\$138,000.00) per year (“Subsequent Annual Compensation”). The First Year Compensation and the Subsequent Annual Compensation includes the cost of all out of pocket expenses, such as, travel, report

production, word processing and postage. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement. Further details regarding the compensation of the Consultant are contained in Exhibit "A" of the Agreement.

3.2 Except as set forth herein, all provisions of the Agreement shall remain in full force and effect, and shall govern the actions of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the date first written above.

AHERN, ADCOCK AND DEVLIN, LLP

By: _____

Title: _____

Date: _____

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

Date: _____

ATTEST:

By: _____

Gary Thomasian
Chairman

Honey Bernas
Clerk of the Board

Approved As To Form:

By: _____

Best, Best & Krieger,
General Counsel to RCA