

CITY CLERK ORIGINAL

C-8503-1
04/14/2015

AMENDMENT NO. ONE

PERFORMANCE AUDIT OF THE GLENDALE ONBOARD TRANSPORTATION PROGRAM, AGREEMENT (Contract No.C-8503)

This Amendment to the Performance Audit of the Glendale Onboard Transportation Program Agreement is made this 14 day of APRIL, 2015 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Heinfeld, Meech & Co., P.C., an Arizona professional corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Contractor previously entered into an Agreement, Contract No. C-8503, dated June 11, 2013 ("Agreement"); and
- B. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

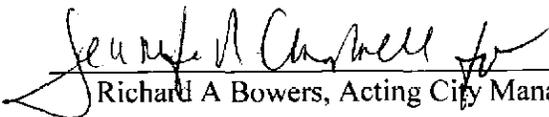
AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Available Information.** Section 1.3 of Exhibit A in its entirety is hereby revised to read as set forth in Exhibit 1A – Amendment No. One, attached hereto.
3. **Work Tasks.** Section 1.5.4-Task Four of Exhibit A in its entirety is hereby revised to read as set forth in Exhibit 1A – Amendment No. One, attached hereto.
4. **Term.** The term of the Agreement is extended for a one year period from the date this amendment is signed by the city, unless otherwise terminated or canceled as provided by the Agreement.
5. **Compensation.** Section 5.0 of Exhibit B in its entirety is hereby revised to read as set forth in Exhibit 1B – Amendment No. One, attached hereto.
6. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist within 10 business days of execution of this agreement.

7. **Ratification of Agreement.** City and Contractor hereby agree that, except as expressly provided herein, the provisions of the Agreement are, and shall remain in full force and effect. In the event any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.
8. **Effective Date.** The effective date of this amendment is the date it is signed by the city.

CITY OF GLENDALE,
an Arizona municipal corporation


Richard A Bowers, Acting City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

Heinfeld, Meech & Co., P.C.
an Arizona professional corporation
authorized to do business in Arizona

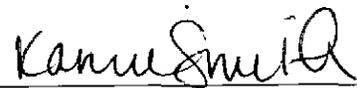

By: Karin Smith
Its: Authorized Representative

EXHIBIT 1A – AMENDMENT NO. ONE

1.3 AVAILABLE INFORMATION

References to the GO Program audit are found in several sources, as follows:

Transportation Election Package (June, 2001) – “This new Transportation Sales Tax Fund will be audited by an independent firm every three years for performance, fiscal accountability and consistency with voter action. The Citizens Transportation Oversight Commission will review these audits and forward them to the City Council.”

Transportation Brochure (September, 2001) – “This new Transportation Sales Tax Fund will be audited by an independent firm every three years for performance and accountability.”

Ordinance Creating CTOC (February, 2002) – “This new Transportation Sales Tax Fund will be audited as part of the City’s independent audit every three years for performance, fiscal accountability within the Program, and consistency with voter actions. The Commission will review these audits and forward them to City Council.”

Although the audit was not identified specifically in the transportation tax ballot (as contained in the Publicity Pamphlet), there is a reference to monitoring projects as follows:

Publicity Pamphlet and Ballot (November, 2001) – “To ensure public input and government accountability, a Citizens Transportation Oversight Commission (CTOC) shall be established. The CTOC shall monitor the transportation fund expenditures to ensure that the voter approved projects in accordance with this measure are completed in a timely and cost effectiveness manner, and may recommend adjustments to projects when warranted to serve the best interests of the public.” Official election information mailed to all voters prior to the November 6, 2001 Special Transportation Election which included official ballot maps of transportation projects.

Specific documents which address the GO Program towards the audit period include:

Comprehensive Annual Financial Report for the Year Ended June 30, 2012
Comprehensive Annual Financial Report for the Year Ended June 30, 2013
Comprehensive Annual Financial Report for the Year Ended June 30, 2014

(Copies of previous CAFR documents are available on the public web site at <http://www.glendaleaz.com/finance/>).

*FY 2012 Annual Report; and FY 2013-2037 Program of Projects
FY 2013 Annual Report; and FY 2014-2038 Program of Projects
FY 2014 Annual Report; and FY 2015-2039 Program of Projects*

Performance Audit 2005
Performance Audit 2010
Performance Audit 2015

1.5.4 Task Four: Summarize City Financial Audits

- Summarize GO transportation elements of previous city comprehensive annual financial reports (FY 2012-2014).
- Summarize basic findings including annual revenues, expenditures, and fund balance.
- How were any comments by external auditors addressed by staff?

EXHIBIT 1B – AMENDMENT NO. ONE

AMENDED COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

This is a procurement of audit services from Heinfeld, Meech & Co., P.C. to perform a triennial audit of the Glendale Onboard Transportation Program. The Contractor has agreed to provide audit services for the not-to-exceed amount of \$211,723 per the scope of work identified under RFP 13-21.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$211,723.

DETAILED PROJECT COMPENSATION

Positions and hourly rates per the Price Sheet listed below.

5.0

PRICE SHEET

The total cost of this project shall be included in the proposal. This shall include but not be limited to: all per diem, travel, airfare, hotels, car rental, meals, duplicating, postage, telephoning, office supplies and hourly rates with the total number of hours required for each staff that will be performing the audit. It is anticipated that the agreement resulting from this solicitation, if awarded, will be a not-to-exceed budget fee form of contract.

Fixed Fee Project Cost
Amount not to Exceed:
\$ 211,723

The proposal must also include an hourly rate that will apply should the City pursue work within the scope of the solicitation that extends beyond the proposed project amount indicated.

Hourly Rate		
Staff Member (see Section 3.6)	Title	Cost of Service (per hours)
Karin M. Smith	Engagement Partner	\$ 203
Christopher A. Goeman	Engagement Manager	\$ 157
Ken McGovern	Senior Associate	\$ 122
Joesph Wagner	Senior Associate	\$ 122
Matthew Miller	Staff Associate	\$ 95
Aaron Vix	Staff Associate	\$ 95
Katlin Bryant	Staff Associate	\$ 95
Sub-Consultants:		
Michael J. deCastro	Principal	\$ 250
Scott P. Bryant	Senior Consultant	\$ 200
Larry Aldrich	Senior Audit Manager	\$ 175

Company Name Heinfeld, Meech & Co., P.C.