



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

2008 DEC 16 PM 2:41
COUNTY OF SANTA BARBARA
CLERK OF THE BOARD OF SUPERVISORS

Department Name: Auditor-Controller
Department No.: 061
For Agenda Of: 1/13/2009
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Director(s) Robert W. Geis, CPA x2100
Contact Info: Jennifer Christensen, x2134
SUBJECT: Amendment No. 2 to the Contract with Brown Armstrong Accountancy for County's FY 2008-09 Financial Audits

County Counsel Concurrence:

As to form: [X] Yes [] No [] N/A

Auditor-Controller Concurrence:

As to form: [X] Yes [] No [] N/A

Other Concurrence: Risk Management

As to form: [X] Yes [] No [] N/A

Recommended Action(s):

That the Board of Supervisors execute Amendment No.2 to the contract with Brown Armstrong Paulden McCown Starbuck Thornburgh & Keeter Accountancy Corporation (BC 07-117) in the amount of \$128,400 to perform the County's fiscal year 2008-09 financial audit and Single Audit, and the First 5 Commission's fiscal year 2008-09 financial audit, and the Redevelopment Agency's (RDA) fiscal year 2008-09 financial and compliance audits.

Summary:

State law requires that every Board of Supervisors cause an audit of the County's financial accounts and records (Govt. Code section 25250.) State law requires that every Redevelopment Agency present to its legislative body its audited annual report within six months of its fiscal year end (Health & Safety Code sections 33080 and 33080.1.) State law requires that every county First 5 Commission on or before October 15 shall have an audit conducted and a report issued (Health & Safety Code section 130150.)

The subject contract with Brown Armstrong commenced with the fiscal year 2006-07 audit, with two options to renew for the same cost and terms for 2007-08 and 2008-09. The contract price for the audits of the County, the County's RDA, and the County's First 5 Fund is \$128,400 for each of the three years; it is premised on the County supplying 300 hours of Internal Audit support. Upon execution of AMENDMENT No. 2 in the amount of \$128,400 for the fiscal 2008-09 audits, the full value of the contract will be \$385,200.

First 5 and the Redevelopment Agency concur.

Handwritten signatures: JEFF ANDERSON - RDA, LOHOTE FIRST 5

Background:

After going through a formal RFP process in 2006 the County awarded the contract to Brown Armstrong Accountancy Corporation on January 16, 2007. Brown Armstrong successfully completed the statement of work for the first and second years' audits. For the first year of the contract, the County's, the RDA's and First 5's audits were completed on August 24, 2007, and the County's Single Audit was completed on November 28, 2007. For the second year of the contract (Amendment No. 1 to the contract), the County's, the RDA's and First 5's audits were completed on or before September 26, 2008, and the County's Single Audit was completed on November 25, 2008.

Performance Measures:

- 1. Publish the County's Comprehensive Annual Financial Report (CAFR) within 60 days of fiscal year end. 2. Receive unqualified opinion and the Government Finance Officers Association award for excellence on the County's CAFR.

Fiscal and Facilities Impacts:

Budgeted: Yes No

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost</u>	<u>Total Contract to Date</u>	<u>FY 2009-10 (if exercised)</u>
General Fund - Financial Audit	\$ 62,000.00	\$ 186,000.00	\$ 62,000.00
General Fund - Single Audit	36,840.00	110,520.00	36,840.00
RDA Fund	18,100.00	54,300.00	18,100.00
First 5 Fund	11,460.00	34,380.00	11,460.00
Total	\$ 128,400.00	\$ 385,200.00	\$ 128,400.00

Narrative: The contract amount for the audits for fiscal year ending 6-30-09 is \$128,400 and covers the County and its RDA and First 5 funds. The timing of the audit work spans two fiscal years; roughly one half of the contract will be paid and the remainder accrued against the 08-09 fiscal year's budget. Approximately 35% of the general fund costs are reimbursable through the Cost Allocation Plan from state and federal programs.

Staffing Impact(s):

Legal Positions:

FTEs:

Special Instructions:

Copy of signed contract amendment to Auditor's Office.

Attachments:

Amendment No. 2: Agreement for Services of Independent Contractor between the County of Santa Barbara and Brown Armstrong Paulden McCown Starbuck Thornburgh & Keeter Accountancy Corporation.

Authored by: Jennifer Christensen, Division Chief Financial Reporting (568-2134)

cc: First 5; Redevelopment Agency

AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN THE COUNTY OF SANTA BARBARA AND
BROWN ARMSTRONG PAULDEN MCCOWN STARBUCK THORNBURGH &
KEETER ACCOUNTANCY CORPORATION
CONTRACT NO. BC-07-117

RECITALS

WHEREAS, the County of Santa Barbara (“COUNTY”), and Brown Armstrong Paulden McCown Starbuck Thornburgh & Keeter Accountancy Corporation, (“CONTRACTOR”), collectively the “Parties” and individually “Party”, entered into an Agreement for Services of Independent Contractor (“Agreement”) effective as of January 16, 2007; and

WHEREAS, the Agreement provided for CONTRACTOR, an independent C.P.A. firm, to perform the audits and services described in the Agreement’s Exhibit A, Statement of Work, for the fiscal year ended June 30, 2007; and

WHEREAS, COUNTY exercised its option to renew the Agreement to provide the same services for the fiscal year ended June 30, 2008, and COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement; and

WHEREAS, Section 4 of the Agreement provides that COUNTY shall have the option to renew the Agreement for CONTRACTOR to provide the same services for the fiscal year ending June 30, 2009, and COUNTY wishes to exercise such option to renew; and

THEREFORE, the Parties, for good and sufficient consideration hereto acknowledged, hereby agree as follows:

AGREEMENT

1. The COUNTY hereby exercises its option to renew the Agreement for CONTRACTOR to provide the same services for the fiscal year ending June 30, 2009, and CONTRACTOR agrees to provide such services.
2. CONTRACTOR shall commence performance on January 16, 2009 for services pertaining to the fiscal year ending June 30, 2009 and end performance upon completion, but no later than January 15, 2010, unless otherwise directed by COUNTY or unless earlier terminated.
3. For the services pertaining to the fiscal year ending June 30, 2009, in the Agreement's Exhibit A, Statement of Work, the references to June 30, 2007, as amended by Amendment No. 1, shall be to June 30, 2009, the reference to the June 30, 2006 Comprehensive Annual Financial Report in Section A.(2) shall be to the June 30, 2008 Comprehensive Annual Financial Report, and the reference to the California State Controller's *Standards and Procedures for Audits of California Counties Participating in the California Children and Families Program (March 2006)* in Section A.(9) shall be to the California State Controller's *Standards and Procedures for Audits of California Counties Participating in the California Children and Families Program (August 2008)*.
4. In Exhibit B, Payment Arrangements, Section A, as amended by Amendment No. 1, is hereby replaced with the following: "For CONTRACTOR services to be rendered under this contract pertaining to the fiscal years ending June 30, 2007, June 30, 2008, and June 30, 2009, CONTRACTOR shall be paid a contract amount, including cost reimbursements, not to exceed \$128,400.00 per each fiscal

year. The total contract amount, including cost reimbursements, is not to exceed \$385,200.00.”

5. This Amendment No. 2 may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
6. All other provisions of the Agreement remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

SIGNATURES

IN WITNESS WHEREOF, each Party has executed this Amendment No. 2 to Agreement for Services of Independent Contractor to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

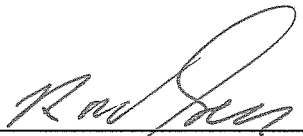
By: _____
Deputy

By: _____
SocSec or TaxID Number: _____

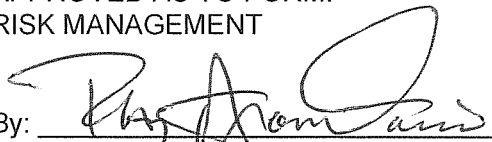
APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:
RISK MANAGEMENT

By: 
Risk Management

SIGNATURES

IN WITNESS WHEREOF, each Party has executed this Amendment No. 2 to Agreement for Services of Independent Contractor to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

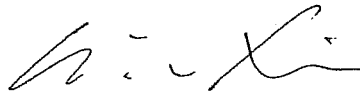

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy

By:  _____
SocSec or TaxID Number: 

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RISK MANAGEMENT

By: _____
Risk Management

Contract Summary Form: Contract Number: BC-07-117

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

- D1. Fiscal Year: FY 2009-10
 - D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 061
 - D3. Requisition Number.....:
 - D4. Department Name.....: Auditor-Controller
 - D5. Contact Person.....: Jennifer Christensen
 - D6. Phone.....: 805-568-2134
-

- K1. Contract Type (check one): Personal Service Capital Project/Construction
 - K2. Brief Summary of Contract Description/Purpose : Professional Auditing Services
 - K3. Original Contract Amount.....: \$128,400, plus two 1-year options at the same amount
 - K4. Contract Begin Date: January 9, 2007
 - K5. Original Contract End Date.....: January 9, 2008
 - K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>Amt</u>	<u>CumAmndt</u>	<u>ToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
Amendment 1	1/10/2008-1/10/2009	\$128,400	\$128,400	\$256,800				Exercise first 1-yr option
Amendment 2	1/16/2009-1/15/2010	\$128,400	\$256,800	\$385,200				Exercise second 1-yr option
 - K7. Department Project Number.....: 2010
-

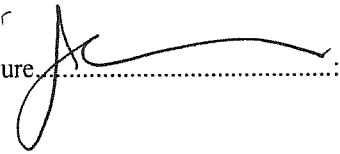
- B1. Is this a Board Contract? (Yes/No).....: Yes
 - B2. Number of Workers Displaced (if any): None
 - B3. Number of Competitive Bids (if any): Four
 - B4. Lowest Bid Amount (if bid).....: \$100,000 (rejected as incomplete and unresponsive)
 - B5. If Board waived bids, show Agenda Date.....:
 - B6. ... and Agenda Item Number.....: #
 - B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : Yes
-

- F1. Encumbrance Transaction Code.....: N/A
 - F2. Current Year Encumbrance Amount.....: \$
 - F3. Fund Number: 0001
 - F4. Department Number.....: 061
 - F5. Division Number (if applicable).....: 04
 - F6. Account Number: 7324
 - F7. Cost Center number (if applicable).....:
 - F8. Payment Terms.....: Per contract schedule
-

- V1. Vendor Numbers (A=uditor; P=urchasing): 006046
- V2. Payee/Contractor Name: Brown Armstrong Paulden McCown Starbuck Thornburgh &
..... Keeter Accountancy Corporation
- V3. Mailing Address.....: 4200 Truxtun Avenue, Suite 300
- V4. City State (two-letter) Zip (include +4 if known) : Bakersfield, CA 93309
- V5. Telephone Number.....: 661-324-4971
- V6. Contractor's Federal Tax ID Number: Redacted
- V7. Contact Person.....: Eric H. Xin

- V8. Workers Comp Insurance Expiration Date: 6/1/2009
- V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*): 6/1/2009
- V10. Professional License Number: #1171
- V11. Verified by (*name of County staff*): Jennifer Christensen
- V12. Company Type (*Check one*): [] Individual [] Sole Proprietorship [] Partnership [X] Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature 

CALIFORNIA BOARD OF ACCOUNTANCY

Licensee Name: BROWN ARMSTRONG PAULDEN MCCOWEN STARBUCK
THORNBURGH & KEETER ACCT

License Type: CPA - Corporation

License Number: 1171

License Status: **CLEAR Definition**

Expiration Date: October 31, 2009

Issue Date: October 24, 1979

Address: 4200 TRUXTUN AVE # 300

City: BAKERSFIELD

State: CA

Zip: 93309

County: KERN

Disciplinary Actions/License Restrictions: No

No records returned

This information is updated Monday through Friday - Last updated: DEC-15-2008

Disclaimer

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