



DATE: September 13, 2023

TO: Governing Board, Intermodal Container Transfer Facility Joint Powers Authority

FROM: Marla Bleavins, Treasurer

SUBJECT: First Amendment to Contract with Moss Adams LLP for Audit Services

The proposed first amendment to the contract with Moss Adams LLP is for continued professional auditing services to perform annual audits and related agreed upon procedures of financial statements of the Intermodal Container Transfer Facility (ICTF) JPA.

The Moss Adams LLP First amendment would extend the term of the contract by two years up to a maximum of five (5) years ending September 22, 2026, and would increase the compensation by \$37,700 to a maximum compensation of \$84,800.

Staff recommends that the ICTF JPA Board approve the First amendment to extend the term and increase compensation of the Moss Adams LLP contract.

It is also recommended that the Board make the following finding:

“The Board finds the activity is an administrative activity that will not result in direct or indirect physical changes in the environment, and, as such, is not a “project” as defined by CEQA Guidelines section 15378.”

Marla Bleavins

Marla Bleavins
Treasurer

FIRST AMENDMENT TO AGREEMENT BETWEEN
THE INTERMODAL CONTAINER TRANSFER FACILITY
JOINT POWERS AUTHORITY AND
MOSS ADAMS LLP

This First Amendment to Agreement dated for reference purposes as of September 13, 2023, is entered into between the INTERMODAL CONTAINER TRANSFER FACILITY JOINT POWERS AUTHORITY, a Joint Powers Authority ("ICTF") and MOSS ADAMS LLP, a Washington Limited Liability Partnership, 222 N. Pacific Coast Highway, Suite 1400, El Segundo, CA 90245 ("Consultant").

WHEREAS, ICTF and Consultant entered into an Agreement dated September 24, 2021 ("Agreement") for Consultant to provide professional, scientific, expert or technical services ("Consultant Services") to assist the ICTF to conduct annual independent financial audits and certain other agreed-upon procedures for Fiscal years 2020-2021, 2021-2022 and 2022-2023 ("Project"), for a term of three years ending September 23, 2024 and maximum compensation of \$47,100; and

WHEREAS, the parties desire to extend the term by two years up to a maximum of five (5) years ending September 22, 2026, for Consultant to conduct annual independent financial audits and certain other agreed-upon procedures for Fiscal years 2023-2024, 2024-2025, and adjust the compensation for Consultant Services for the extended terms by adding \$37,700 to a maximum compensation of \$84,800.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the Agreement is hereby amended as follows:

1. Subsection B.1 of Section 3 is amended to read:

"Five (5) years have lapsed from the effective date of this Agreement,"

2. Subsection B of Section 5 is amended to read:

"The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Eighty-Four Thousand Eight Hundred Dollars (\$84,800)."

3. "Exhibit B-1" to the Agreement, describing Compensation, Rates and Fees for the Consultant's work to conduct annual independent financial audits and certain other agreed-upon procedures for Fiscal Years 2023-2024 and 2024-25, attached hereto, shall be added to Exhibit B to the Agreement.

Except as amended herein, all remaining terms and conditions of the Agreement as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on the date to the left of their signatures.

THE INTERMODAL CONTAINER
TRANSFER FACILITY JOINT POWERS
AUTHORITY, a Joint Powers Authority

Dated: _____

By _____

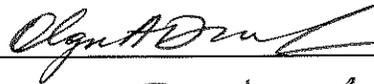
Executive Director

Attest: _____

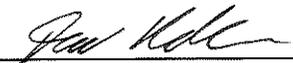
Elena Flores, Board Secretary

MOSS ADAMS LLP
a Washington limited liability partnership

Dated: 8-15-2023

By 

Olga A. Darlington, Partner
(Print/type name and title)

Attest 

DANIEL ROBERTS, Senior Manager
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY
_____, 2023

STEVEN Y. OTERA,
ICTF General Counsel

EXHIBIT B-1

Amendment No. 1

COMPENSATION,

RATES AND FEES

Hourly Rates – Prime – Moss Adams LLP

Hourly Rates		
Staff Level	FY2023-24 Audits	FY2024-25 Audits
Partner	\$330	\$360
Senior Manager	\$295	\$325
Manager	\$275	\$300
Senior	\$240	\$265
Staff	\$215	\$235

Hourly Rates – Sub – BCA Watson Rice

Hourly Rates		
Staff Level	FY2023-24 Audits	FY2024-25 Audits
Senior	\$135	\$145
Staff	\$105	\$115

Total Payment Amounts by Service (\$37,700 for FY's 2023-24 and 2024-25)

Service Description	FY2023-24 Audits	FY2024-25 Audits
Financial statements audit	\$14,500	\$16,000
Agreed Upon Procedures on ICTF's Calculation of Net Facility Revenues	\$3,300	\$3,900
Total	\$17,800	\$19,900