

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
THE CITY OF SAN BERNARDINO  
AND EIDE BAILLY LLP**

This Agreement is made and entered into as of November 14, 2024, and between the City of San Bernardino (a charter city and municipal corporation organized and operating under the laws of the State of California with its principal place of business at Vanir Tower, 290 North D Street, San Bernardino, California 92401) ("City"), and Eide Bailly (a limited liability partnership with its principal place of business at 10681 Foothill Boulevard #300, Rancho Cucamonga, California 91730) ("Consultant"). City and Consultant are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties".

**RECITALS**

A. **WHEREAS**, City is a public agency of the State of California and is in need of professional services for accounts payable auditing services of the City's Finance Department ("Project"); and

B. **WHEREAS**, Consultant is duly licensed and has the necessary qualifications to provide such services; and

C. **WHEREAS**, the Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**AGREEMENT**

1. Incorporation of Recitals. The recitals above are true and correct, and are hereby incorporated herein by this reference.

2. Services. Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A".

3. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel identified in their proposal. Consultant warrants that Consultant is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement with which it becomes aware. Consultant further represents that no City employee will provide any services under this Agreement.

4. Compensation

a. Subject to paragraph 4b below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A".

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Ninety-Nine Thousand Dollars (\$99,000). This amount is to cover all related costs, and the City will not pay any additional fees for printing expenses. Consultant may submit invoices to City for approval. Said invoice shall be based on the total of all Consultant's services which have been completed. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. The invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

5. Additional Work. If changes in the work seem merited by Consultant or the City and informal consultations with the other party indicate that a change is warranted, Consultant shall forward a letter outlining the changes to the City with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

a. Adjustments. No retroactive price adjustments will be considered. Additionally, no price increases will be permitted during the first year of this Agreement (unless agreed to by City and Consultant in writing).

6. Term. This Agreement shall commence on the Effective Date and continue through June 30, 2025 ("Term").

7. Maintenance of Records; Audits

a. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles, and shall be made available to City for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

b. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant; and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the Agreement for inspection by City.

8. Time of Performance. Consultant shall perform its services in a prompt and timely manner, and shall commence performance upon receipt of written notice from the City to proceed. Consultant shall complete the services required hereunder within Term.

9. Delays in Performance

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1)

Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics, or quarantine restrictions. "Orders of governmental authorities" includes ordinances; emergency proclamations and orders; and rules to protect the public health, welfare and safety for purposes of this section.

b. Should a Force Majeure Event occur, the non-performing Party shall give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement within a reasonable time of being prevented from performing. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

#### 10. Compliance with Law

a. Consultant shall comply with all applicable Federal, state, and local government laws (ordinances, codes, and regulations to include California Division of Occupational Safety and Health requirements).

b. Consultant shall assist the City as requested in obtaining and maintaining all permits required of Consultant by Federal, state, and local regulatory agencies if required.

c. Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement if applicable.

11. Standard of Care. Consultant's services will be performed in accordance with applicable professional standards. Consultant's performance shall conform in all material respects to the requirements of the scope of work.

12. Conflicts of Interest. Consultant shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the City during the term of this Agreement.

13. City Business Certificate. Consultant shall obtain and maintain during the term of this Agreement a valid business registration certificate from the City pursuant to Title 5 of the City's Municipal Code (and any and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business) prior to execution of this Agreement.

14. Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City (which may be withheld for any reason). Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making

them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

15. Independent Consultant. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel (including but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance).

16. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured. The City (its officials, officers, employees, agents, and volunteers) shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Consultant shall take out and maintain (in amounts not less than specified herein) Commercial General Liability Insurance in a form and with insurance companies acceptable to the City during the performance of all work under this Agreement.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office ("ISO") Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse, and Underground exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) any other exclusion contrary to the Agreement.

(v) The policy shall give City (its elected and appointed officials, officers, employees, agents, and City-designated volunteers) additional insured status using ISO endorsement Forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage (including coverage for non-owned and hired vehicles) in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as ISO Form Number CA 00 01 covering automobile liability.

(iii) The policy shall give City (its elected and appointed officials, officers, employees, agents and City designated volunteers) additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured (but not a self-insured retention).

d. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code; and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement at all times during the performance of the work under this Agreement (all in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof; and Employer's Liability Coverage in amounts indicated herein). Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions). The Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession in a form and with insurance companies acceptable to the City and in an amount indicated herein at all times during the performance of the work under this Agreement.

f. Privacy/Network Security (Cyber). The Consultant shall maintain privacy/network security insurance for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and (4) the introduction, implantation or spread of malicious software code in a form and with insurance companies acceptable to the City at all times during the performance of the work under this Agreement.

g. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)
Cyber Liability	\$1,000,000 per claim and aggregate

(ii) Except for Professional and Cyber Liability insurance, defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement; or a waiver of any coverage normally provided by any insurance.

i. Evidence Required. The Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein prior to execution of the Agreement. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

j. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall endeavor to deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance, or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period (a) if the retroactive date is advanced past the effective date of this Agreement; (b) if the policy is cancelled or not renewed; or (c) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the City (its officials, officers, employees, agents, and volunteers) or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City for covered losses, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

k. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

I. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant; and any approval of said insurance by the City is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement (including, but not limited to, the provisions concerning indemnification).

(ii) If any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced at any time during the life of the Agreement, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) Neither the City nor the City Council (nor any member of the City Council or any of its officials, officers, employees, agents, or volunteers) shall be personally responsible for any liability arising under or by virtue of this Agreement.

m. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO Form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

17. Indemnification

a. Consultant shall indemnify and hold the City (its elected and appointed officials, officers, employees, agents, and authorized volunteers) free and harmless from any and all claims (demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind) ("Claims") in law or equity to property or persons (including wrongful death) to the fullest extent permitted by law in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant (its officials, officers, employees, subcontractors, consultants, or agents) in connection with the performance of the Consultant's services, the Project, or this Agreement (including without limitation the payment of all damages, expert witness fees, attorneys' fees, and other related costs and expenses). This indemnification clause excludes Claims arising from the negligence or misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City (the City Council, members of the City Council, its employees, or authorized volunteers). Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then (and only to the extent required by Civil Code



section 2782.8 which is fully incorporated herein) Consultant's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant in the performance of the services or this Agreement; and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim (including the cost to defend) shall not exceed the Consultant's proportionate percentage of fault.

18. California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*; as well as California Code of Regulations, Title 8, Section 16000, *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws if applicable. Consultant shall defend, indemnify, and hold the City (its elected officials, officers, employees and agents) free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions (which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1)).

a. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations pursuant to Labor Code Sections 1725.5 and 1771.1. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

19. Verification of Employment Eligibility. Consultant verifies that it fully complies with all requirements and restrictions of state and Federal law respecting the employment of undocumented aliens (including, but not limited to, the Immigration Reform and Control Act of 1986 as may be amended from time to time) by executing this Agreement, and shall require all subconsultants and sub-subconsultants to comply with the same.

20. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or Federal court situated in the County of San Bernardino, State of California.

21. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days' written notice to Consultant.

In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon sixty (60) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

22. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant shall furnish clarification and/or explanation as may be required by the City's representative regarding any services rendered under this Agreement at no additional cost to City when requested. In the event that an error or omission attributable to Consultant's professional services occurs, Consultant shall provide all other services necessary to rectify and correct the matter in accordance with the terms of this Agreement and applicable professional standards, and participate in any meeting required with regard to the correction at no additional cost to City.

23. Prohibited Employment. Consultant shall not employ any current employee of City to perform the work under this Agreement while this Agreement is in effect.

24. Costs. Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement, and in the performance of its obligations hereunder except as expressly provided herein.

25. Documents. Except as otherwise provided in "Termination or Abandonment" above all original field notes, written reports, Drawings and Specifications and other documents specifically produced or developed by Consultant for the Project and required to be delivered to the City under this Agreement shall be furnished to and become the property of the City upon payment in full for the services described in this Agreement.

26. Organization. Consultant shall assign Samuel Singery as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City, which shall not unreasonably be withheld.

27. Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

28. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post

Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

**CITY:**

City of San Bernardino  
Vanir Tower, 290 North D Street  
San Bernardino, CA 92401  
Attn: Jeannie Fortune  
Finance Deputy Director

**CONSULTANT:**

Eide Bailly  
10681 Foothill Blvd. #300  
Rancho Cucamonga, CA 91730  
Attn: Samuel Singery  
Manager

With Copy To:

City of San Bernardino  
Vanir Tower, 290 North D Street  
San Bernardino, CA 92401  
Attn: City Attorney

29. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

30. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

31. Entire Agreement. This Agreement (including Exhibit "A" and Consultant's Engagement Letter) represents the entire understanding of City and Consultant as to those matters contained herein; and supersedes and cancels any prior or contemporaneous oral or written understanding, promises, or representations with respect to those matters covered hereunder.

32. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance; and the remaining provisions of this Agreement shall remain in full force and effect.

33. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators, and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

34. Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

35. Time of Essence. Time is of the essence for each and every provision of this Agreement.

36. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

37. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

38. City's Right to Employ Other Consultants. City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

39. Prohibited Interests. Consultant warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person (other than a bona fide employee working solely for Consultant) any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. No official, officer, or employee of City during the term of his or her service with City shall have any direct interest in this Agreement or obtain any present or anticipated material benefit arising therefrom for the term of this Agreement.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

41. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

42. Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

43. Disciplinary Actions in Phases for Non-Performance. Failure for Consultant to perform its obligations under this Agreement or comply with Performance Indicators may result in disciplinary action as follows:

(a) Informal Warning (Written or Verbal). Consultant is given a warning in regards to non-performance. If a verbal warning is issued, it will be confirmed with an electronic correspondence to the Consultant.

(b) Formal Written Warning. A formal written warning is issued to Consultant pursuant to Section 29 of this Agreement. Consultant must respond within 5 to 10 days of receipt of the formal warning. Upon response from the Consultant, Consultant shall be provided a reasonable time to make corrections to their performance. This time period

(c) Termination of Contract. If the performance has not been corrected after all warnings and previous penalties have been exhausted, City may terminate the contract pursuant to Section 21 of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR  
PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
THE CITY OF SAN BERNARDINO  
AND EIDE BAILLY LLP**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first written above.

**CITY SAN BERNARDINO**

**EIDE BAILLY LLP**

Approved By:

\_\_\_\_\_  
Rochelle Clayton  
Acting City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bradford Rockabrand

Attested By:

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Genoveva Rocha, CMC  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney  
Best Best & Krieger LLP

**Attachment A**  
**Scope of Service and Fees for**  
**YEAR-END FINANCIAL CONSULTING SERVICES**

**Description of Services**

Preparation of new or revised workpapers and tools for reconciliations and any other needs as directed by the County, assistance with year-end close for 23/24, GASB 87/96 implementation assistance, assessment of interrelationships with the County Treasurer, Public Trustee, and Department of Human Services and recommendations for any related changes, written organizational assessment of current finance department practices, processes, procedures, systems, and controls, development of standard operating procedures and related workpapers as directed by the County, training of County staff throughout the engagement in the use of new tools, workpapers, and procedures as developed.

**Description of Quantity Unit Cost**

<b>Lump Sum Amount</b>	<b>\$99,000</b>
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Should the proposer be requested to perform additional finance related services, the following positions and hourly rates are as follows:

Staff Manager (or similar as Manager)	\$265, hourly rate
Staff Associate (or similar as Senior Associate)	\$201, hourly rate