



SECOND AMENDMENT TO THE SERVICES AGREEMENT

BETWEEN THE CITY OF RIALTO AND EIDE BAILLY, LLP

1. PARTIES AND DATE.

This Second Amendment to the Services Agreement (“Second Amendment”) is made and entered into this 12th of November 2024, by and between the City of Rialto (“City”) and *Eide Bailly, LLP*, (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Services Agreement dated *February 9, 2024*, (“Agreement”), whereby Consultant agreed to provide services to the City related to validating the corrected 2023 W-2s from the Munis system, and if needed, correct them and assist in filing them.

2.2 Amendment. City and Consultant desire to amend the Agreement by this Second Amendment to include additional tasks for the project as set forth in “Exhibit A”, to extend the term of the Agreement, and to increase the total amount of compensation for the Agreement.

3. TERMS.

3.1 Scope of Services. In addition to the Scope of Services set forth in the Agreement, Consultant shall perform the additional services included in this Second Amendment to the Agreement and described in “Exhibit A,” attached hereto and incorporated herein by this reference.

3.2 Payment Terms. Consultant shall be compensated for the additional services included in this Second Amendment in an amount not to exceed \$75,000.00 (*Seventy-Five Thousand Dollars and Zero Cents*). The total compensation, including reimbursement for actual expenses, the City will pay Consultant pursuant to the Agreement as amended by the First Amendment shall not exceed \$175,000.00 (*One Hundred Seventy-Five Thousand Dollars and Zero Cents*).”

3.3 Time for Performance. The time to complete the additional services included in the Second Amendment shall begin immediately upon the City Council's approval of the Second Amendment. The Term of this Agreement shall be extended through June 30, 2025.

3.5 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.7 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.8 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

3.9 Corporate Authority. The persons executing this Second Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Second Amendment on behalf of said party, (iii) by so executing this Second Amendment, such party is formally bound to the provisions of this Second Amendment and (iv) the entering into this First Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have caused their authorized representative to execute this agreement the day and year first above written.

CITY OF RIALTO, A MUNICIPAL CORPORATION

EIDE BAILLY, LLP, A LIMITED LIABILITY PARTNERSHIP

By: _____
Michael Milhiser
Interim City Manager

By: _____
Signature

Bradford Rockabrand

Name

Attest:

Partner

Title

By: _____
Barbara McGee
City Clerk

By: _____
Signature

Approved as to Form:

Name

Burke, Williams & Sorensen, LLP

Title

By: _____
Eric S. Vail
City Attorney

****Two signatures are required if a corporation****

“EXHIBIT A”

SCOPE OF SERVICES

Consultant shall provide services associated with the review of payroll calculations and CalPERS reporting for the 2024 and 2025 calendar years. In addition, consultant will provide accounting assistance related to closing the 2023-2024 fiscal year and finalizing the annual audit, and if needed, any assistance with posting general ledger journal entries for the 2024-2025 fiscal year. Consultant will not assume management responsibilities on behalf of City. City’s management understands and agrees that any advice or recommendation the consultant may provide in connection with their engagement are solely to assist management in performing its responsibilities.

City’s management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

EXHIBIT “B”

SCHEDULE OF COMPENSATION

Not to exceed amount of \$175,000.00 through June 30, 2025.

Staff Level	Hourly Rates
Partner	\$383
Director	\$361
Senior Manager	\$328
Certified Payroll Professional	\$300
Manager	\$274
Supervisor	\$243
Senior Associate	\$208
Payroll Senior Associate	\$200
Associate	\$164