

FIRST AMENDMENT TO  
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

EIDE BAILLY LLP

Forensic Review of the City of Riverside Participation  
in the Southern California Public Power Authority (RFP No. 1963)

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and EIDE BAILLY LLP, a Minnesota limited liability partnership authorized to do business in California ("Consultant"), with respect to the following:

**RECITALS**

A. The City and Consultant entered into that certain Professional Consultant Services Agreement dated September 22, 2020 ("Agreement"), for Forensic Review of the City of Riverside Participation in the Southern California Public Power Authority (RFP No. 1963).

B. The Agreement is set to expire on December 31, 2020.

C. The City and Consultant desire to extend the term of the Agreement to June 30, 2021.

D. The City and Consultant agree that there is need to amend the Scope of Work as additional work is required to complete the project.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section 2 of the Agreement ("Term") is hereby amended to extend the term of the Agreement to June 30, 2021.

2. Section 3 of the Agreement ("Compensation/Payment") is hereby amended to reflect a new total amount not to exceed One Hundred Twenty-Eight Thousand Dollars (\$128,000).

3. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1" (attached herein) incorporating and adding the additional scope of services to the Agreement.

4. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1" (attached herein) incorporating and adding the additional compensation for the additional work under the Exhibit "A-1".

5. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this First Amendment, shall remain in full force and effect as if fully set forth herein.

**[SIGNATURES ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,  
a California charter city and municipal  
corporation

EIDE BAILLY LLP,  
a Minnesota limited liability partnership  
authorized to do business in California

By: \_\_\_\_\_  
City Manager

By: Roger Alfaro  
Roger Alfaro (Feb 8, 2021 09:58 PST)  
Printed Name: Roger Alfaro  
Title: Partner

Attest: \_\_\_\_\_  
Colleen J. Nicol  
City Clerk

By: Jeremy Bendewald  
Jeremy Bendewald (Feb 8, 2021 09:59 CST)  
Printed Name: Jeremy Bendewald  
Title: Principal

Certified as to Availability of Funds:

By:   
Chief Financial Officer

Approved as to Form:

By:   
Senior Deputy City Attorney

## **Exhibit A-1**

### **Addition to Scope of Work**

In response to a request for the public to provide input on the Forensic Review of the City of Riverside's Participation in the Southern California Public Power Authority, the City is proposing to amend the Professional Services Agreement with Eide Bailly LLP to add as follows:

#### **Additional Services**

Eide Bailly will work with City staff to distribute through the City's social media and website a "Call for Public Input related to the Forensic Review of the City of Riverside's Participation in the Southern California Public Power Authority (RFP No. 1963)" for an estimated period of 2-4 weeks to be mailed directly to Eide Bailly via typed letter. At a minimum, the typed letter(s) are required to include the following:

- \* Names of individuals
- \* Contact information should Eide Bailly determine it is necessary to follow up with individual
  - o Physical address
  - o Phone number
  - o Email address
- \* Concerns related to the City's participation in the Southern California Public Power Authority which at a minimum, must include:
  - o Relevant dates
  - o Names of Individuals and/or entities involved
  - o Details of the specific concerns
  - o List of evidence or other information that would support concern(s)

Eide Bailly will document all concerns received and provide a summary of the concerns to the City Manager to determine if further investigation is needed to identify facts to refute or support the concerns.

#### **Term**

The Term of the Agreement is hereby extended through June 30, 2021, for Eide Bailly to complete the additional task outlined above.

## **EXHIBIT B-1**

### **Amended Compensation**

An estimated additional 50 hours of time will be needed for the additional scope of services in Exhibit "A-1", constituting an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) in additional compensation. The total compensation for the Agreement is amended to an amount not to exceed One Hundred Twenty-Eight Thousand Dollars (\$128,000) during the entire Agreement term.