

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.5  
(ID # 11424)**

**MEETING DATE:**

Tuesday, January 14, 2020

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of Personal Service Agreement for Grant Audit Services for BSCC Contract #A06-12/15 and Optional Audit Services for Future Projects with Eadie and Payne, LLP. through June 30, 2024 [All Districts], [up to \$525,000 total cost] JJBDC Bond Proceeds (AB900 Audit, 24%), TBD (Supplemental Services, 76%)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Personal Service Agreement with Eadie and Payne, LLP for Grant Audit Services for BSCC Contract #A06-12/15 and Optional Audit Services for Future Projects for \$125,000 for Fiscal Year 19/20 and up to \$100,000 per Fiscal Years 20/21 through 23/24; and
2. Authorize the Chairman of the Board to execute said Agreement on behalf of the County.

**ACTION:**

A handwritten signature in black ink, appearing to read "Robert Field".

Robert Field, Assistant County Executive Officer/ECD 12/17/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Hewitt  
Nays: None  
Absent: Spiegel  
Date: January 14, 2020  
xc: EDA

Kecia R. Harper  
Clerk of the Board  
By: Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$125,000	\$100,000	Up to \$525,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: JJBDC Bond Proceeds (AB900 Audit, 24%), TBD (Supplemental Services, 76%)</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 19/20-23/24</b>	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

On March 27, 2012, Item 3.19, the Board of Supervisors accepted a funding award from the Corrections Standards Authority for \$100 million dollars from the 2011 Local Jail Construction financing Program (AB900-Phase II). The funding expands the capacity of the Riverside County correctional system through the addition of approximately 1,200 beds in Indio.

One condition of accepting the grant award is to have an audit performed upon completion of the project. JJBDC bond proceeds will fund the AB900 audit.

In addition to performance of the AB900 audit, staff requests that the Board approve supplemental audit services for projects that may require an audit in the future. Cost for these services will not exceed \$100,000 per fiscal year and the option to utilize this contract will expire at the end of Fiscal Year (FY) 23/24. The JJBDC bonds will not fund these supplemental services. Funding sources for these services will be determined based on the type of project and budget unit requiring the audit.

**Impact on Residents and Businesses**

There are no impacts on residents and businesses.

**Additional Fiscal Information**

The approval of the agreement with Eadie and Payne allows the County to fulfill the AB900 grant requirement for a full audit, which is necessary for reimbursement of the full \$100 million award. The table below shows the breakdown of the costs for the AB900 audit services.

**Cost for Grant Audit Services** for AB900 – Phase II, 2011 Local Jail Construction Financing Program, and Contract No. A06-12/15:

<b>Position</b>	<b>Planning &amp; Risk Assessment</b>	<b>Audit Fieldwork</b>	<b>Report Preparation</b>	<b>Total Hours Per Task</b>	<b>Hourly Rate</b>	<b>Total Cost</b>
Partner	30 Hours	50 Hours	50 Hours	130	\$250	\$32,500

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Manager	80 Hours	100 Hours	90 Hours	270	\$175	\$47,000
Senior/Staff	40 Hours	300 Hours	75 Hours	415	\$110	\$45,500
Total Hours	150	450	215	815		\$125,000

**Contract History and Price Reasonableness**

Purchasing and Fleet Services released Request for Proposal (RFP) #EDARC-074 for Grant Audit Services for BSCC Contract #A06-12/15 and Optional Audit Services for Future Projects. The RFP was advertised publicly, and notifications were sent to seventy-two (72) prospective bidders. Eadie and Payne submitted the only response, for \$130,000 for the complete audit of BSCC contract #A06-12/15. The evaluation committee reviewed Eadie and Payne's submission, finding them responsive to the requirements. Additional negotiations lowered the audit cost to \$125,000.

Included in the RFP was a request to submit information regarding the provision of other audit services by Eadie and Payne. Eadie and Payne listed ten (10) additional types of audit services including financial and compliance audits, risk assessments and internal controls review. Charges for future audits will follow the rates included in the agreement, which range from \$110.00 - \$250.00 per hour, and with a scope of services as agreed upon by EDA and Eadie and Payne. Funding sources for these other audits will be determined based on the project scope.

**ATTACHMENTS:**

- PERSONAL SERVICE AGREEMENT for Grant Audit Services for BSCC Contract #A06-12/15 and Optional Audit Services for Future Projects

  
Teresa Summers, Director of Purchasing 12/26/2019

  
Steven Atkeson 12/31/2019

  
Gregory P. Priantos, Director County Counsel 12/30/2019

**PERSONAL SERVICE AGREEMENT**

for

**Grant Audit Services for BSCC Contract #A06-12/15  
and Optional Audit Services for Future Projects**

between

**COUNTY OF RIVERSIDE**

and

**EADIE and PAYNE, LLP**



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This Agreement is made and entered into this 7<sup>th</sup> day of January, 2020, by and between **EADIE AND PAYNE, LLP**, (herein referred to as "CONTRACTOR"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred twenty-five thousand dollars (\$125,000) for the Grant Audit Services for BSCC Contract #A06-12/15 including all expenses. Additional services requested shall not exceed \$100,000 per fiscal year, beginning July 1, 2020 (Fiscal Year 20/21) through June 30, 2024 (Fiscal Year 23/24) on an as needed basis. The COUNTY is not responsible for any fees or costs incurred

above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the U.S. Department of Labor Consumer Price Index for All Urban Consumers (CPI-U); Riverside-San Bernardino-Ontario, CA; All Items, not seasonally adjusted, December 2017=100 reference base and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Economic Development Agency

3133 Mission Inn Avenue

Riverside, CA 92507

Email: [EDAFM-Invoices@rivco.org](mailto:EDAFM-Invoices@rivco.org)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (EDARC-94620-001-06/24); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made,

and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### **5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and



(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

## **6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. **Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this

Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

## **10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

## **11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of

competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Economic Development Agency  
3133 Mission Inn Avenue  
Riverside, CA 92507  
Attn: Cathy Lovell

**CONTRACTOR**

EADIE AND PAYNE, LLP  
3880 Lemon St, Suite 300  
Riverside, CA 92501  
Donald N. Ecker

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**



If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability** - Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E - General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The

CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

EADIE AND PAYNE, LLP

By: *V. Manuel Perez*  
~~Kevin Jeffries~~, Chairman  
Board of Supervisors **V. MANUEL PEREZ**

By: *[Signature]*  
Donald N. Ecker  
Chairman

Dated: JAN 14 2020

Dated: December 3, 2019

ATTEST:  
Kecia Harper-Herr  
Clerk of the Board

By: *[Signature]*  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: *[Signature]*  
Marsha Victor,  
Deputy County Counsel  
12-11-19

## EXHIBIT A SCOPE OF SERVICES

**A1.0 Purpose:** CONTRACTOR is to perform an audit of the project revenues and expenditures (statement) in accordance with the AB900 – Phase II, 2011 Local Jail Construction Financing Program, and Contract No. A06-12/15. The audit is to be performed as specified in the Board of State and Community Corrections (BSCC) Audit Guide dated November 25, 2013 and the Board of State and Community Corrections Grant and Administration Guide; in accordance with Generally Accepted Auditing Standards and Government Auditing Standards, issued by the Comptroller General of the United States

**A1.1 Additional Services:** Once the above audit is complete, COUNTY may retain CONTRACTOR to perform any additional audit services for which it is qualified to do. All additional services will be negotiated between COUNTY and CONTRACTOR and agreed upon prior to start of service. To ensure quality of service(s), written service proposals will be made between COUNTY and CONTRACTOR as an attachment to this Agreement. The service proposal will contain, at minimum, the scope of work to be performed, the total cost of the work and a timeline for completion of the work.

**A2.0 Audit Scope and Objectives:** The audit will be conducted following performance standards as prescribed in generally accepted government auditing standards. According to the Audit Guide, the audit shall consist of a review of all state financing as well as all county contributions, and determine the following:

- a) That the State financing and the county's contribution (cash/hard and/or in-kind/soft match funds, if applicable) were expended in accordance with applicable laws, regulations, and BSCC Agreement and Project Delivery and Construction Agreement requirements.
- b) That the State financed projects are within approved scope and budgeted costs.
- c) That the State financed projects are in compliance with applicable laws, regulations and established criteria.
- d) That the State financed projects achieved their intended outcome(s).

**A3.0 Deliverables:** CONTRACTOR must issue a written report, in a format agreed upon by both parties, upon completion of the project. Reports will include, at minimum, the following:

- a. An independent auditors report expressing an opinion on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America, Government Auditing Standards and the BSCC Audit Guide.
- b. A report on internal controls over financial reporting based on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
- c. A report to those charged with governance in accordance with AU-C 260, which will identify significant audit findings and other matters
- d. Should they be discovered during the course of the audits, a report of any irregularities, illegal acts and/or indication of illegal acts will be reported to the appropriate management personnel and the audit committee.

**A4.0 Audit Procedures:** CONTRACTOR will perform a quality audit that will provide assurance on whether the project's statement of revenues and expenditures are free from material misstatements due to error or fraud.

**A4.1** The audit approach reflects the risk assessment standards applicable for governmental audits.

**A4.2** CONTRACTOR will evaluate the design and implementation of internal control over financial reporting and compliance based on the framework contained in the State Controller's Office Internal Control Guidelines for Local Agencies (2015) and Committee of Sponsoring Organizations of the Treadway Commission (COSO) Internal Control - Integrated Framework (2013).

**A4.3** CONTRACTOR's evaluation of internal control will include an IT assessment.

**A4.4** CONTRACTOR will obtain an understanding of laws, regulations, and provisions of contracts and grant agreements that have a direct and material effect on the financial statement amounts, in particular the BSCC Agreement. This process will involve discussions with management, legal counsel, or grant administrators about your compliance requirements and reviewing relevant laws, regulations, contracts, and agreements.

**A4.5** CONTRACTOR's audit procedures shall include testing of a representative of all cost categories in the BSCC Agreement to determine whether the charges conform to limitations or exclusions in the award of state financing, include only eligible costs, were properly recorded and supported by source documentation, incurred within the appropriate period and approved in advance.

**A5.0 Contractor Responsibilities:** to express an opinion as to whether COUNTY's financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles.

**A5.1** CONTRACTOR will include the testing of accounting records, and other procedures considered necessary to enable the CONTRACTOR to express such opinion.

**A5.2** CONTRACTOR will examine, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested.

**A5.3** CONTRACTOR's responsibilities are based on the assumption that the accounting records will be in good order and all elements of the financial statements and schedules to be ready when CONTRACTOR starts final fieldwork.

**A6.0 County Responsibilities:** In order for CONTRACTOR to perform the audit, there should be knowledgeable personnel available to assist in retrieving documents, answer questions concerning the records, and prepare, under CONTRACTOR's direction, lists and schedules of certain accounts. CONTRACTOR should have reasonable access to the personnel and items that are needed to complete the work.

**A6.1 COUNTY is responsible for the following:**

- a) Establishing and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met.
- b) Following laws and regulations.
- c) Ensuring that management and financial information is reliable and properly reported.
- d) Implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

- e) Making all financial records and related information available to CONTRACTOR and for the accuracy and completeness of that information.
- f) Providing access to all information of which COUNTY is aware that is relevant to the preparation and fair presentation of the financial statements.
- g) Additional information that may be requested for the purpose of the audit
- h) Unrestricted access to persons within the government from whom CONTRACTOR determines it necessary to obtain audit evidence

**A7.0 Proposed Timeline:** The engagement will commence with an entrance conference with key personnel to discuss engagement objectives, expectations from the COUNTY and CONTRACTOR, and provide an initial request list. The goal is to achieve a clear, mutual understanding regarding the project time line. Throughout the engagement, CONTRACTOR will provide status reports and stay in close communication with COUNTY to discuss steps performed, significant issues, conclusions, and recommendations. At the end of the engagement, CONTRACTOR will hold an exit conference to discuss any questions and concerns.

- a) Entrance Conference: Upon execution of Agreement: January 2020
- b) Planning and Risk Assessment: January / February 2020
- c) Audit Fieldwork: March / April 2020
- d) Report Preparation: May 2020
- e) Report Presentation: June 2020

**A8.0 Optional Additional Audit Services:** In addition to this project specific grant audit, CONTRACTOR can assist in the following auditing and consulting services upon request of COUNTY:

- a) Financial audits
- b) Compliance audits (including Single Audits)
- c) Agreed-upon procedures
- d) Process reviews
- e) Internal control reviews
- f) Risk assessments
- g) Design and implementation of internal control
- h) Development of corrective action plans
- i) Implementing audit recommendations
- j) Implementing current and proposed GASB statements



**EXHIBIT B  
PAYMENT PROVISIONS**

**B1.0 Cost for Grant Audit Services** for AB900 – Phase II, 2011 Local Jail Construction Financing Program, and Contract No. A06-12/15:

<b>Task</b>	<b>Description</b>	<b>Inclusive Not to Exceed Cost</b>
1	Complete Audit Services for BSCC Contract #A06-12/15	\$125,000
	<b>Total Audit Project Amount</b>	\$125,000

**B1.1 Line Item Budget:**

<b>Position</b>	<b>Planning &amp; Risk Assessment</b>	<b>Audit Fieldwork</b>	<b>Report Preparation</b>	<b>Total Hours Per Task</b>	<b>Hourly Rate</b>	<b>Total Cost</b>
Partner	30 Hours	50 Hours	50 Hours	130	\$250.00	\$32,500
Manager	80 Hours	100 Hours	90 Hours	270	\$175.00	\$47,000
Senior/Staff	40 Hours	300 Hours	75 Hours	415	\$110.00	\$45,500
Total Hours	150	450	215	815		\$125,000

**B2.0 Rates for Optional Additional Audit Services:**

<b>Title</b>	<b>Hourly Rate</b>
Partners	\$250.00
Managers	\$175.00
Supervisory Staff	\$110.00
Other (Staff)	\$110.00

**AMENDMENT NO. 2 TO  
EADIE AND PAYNE, LLP RESTATED PARTNERSHIP AGREEMENT**

THIS AMENDMENT NO. 2 to the EADIE & PAYNE LLP RESTATED PARTNERSHIP AGREEMENT is made as of November 15, 2018 among the partners of the Partnership.

RECITALS

WHEREAS, the Partners of the Partnership desire to establish a class of non-equity, non-voting partners designated as “Director and change the constituency of the Executive Committee”, and

WHEREAS, it is necessary to amend this Agreement to establish such class and change the constituency.

NOW, THEREFORE, the undersigned Partners agree as follows:

1. Section 6.1 is amended in its entirety to read as follows:

“6.1 Class of Partners. The Partnership shall consist of only one class of Equity and Voting Partners. Any reference to “Partner” shall include all Equity and Voting Partners.

In addition, the Executive Committee may appoint as a Director individuals who are non-equity, non-voting partners. A Director shall be compensated out of Partnership income on an hourly basis for such hours as are agreed to with the Executive Committee. The Director shall also be entitled to such bonuses as are determined by the Executive Committee.”

2. The first sentence of Section 6.7 is amended to read as follows:

“A new Partner admitted in accordance with Section 6.6(b) or a new Director appointed in accordance with Section 6.1 shall sign an addendum indicating his or her agreement to be bound by the provisions of this Agreement.”

3. Section 6.9 is amended to read as follows:

“6.9 Composition of Executive Committee. The Executive Committee shall consist of:

(a) The Chair of the Executive Committee (“Chair”), Donald N. Ecker, who shall be responsible for the day to day management of the Partnership. The Chair shall not be a Partner and shall be appointed by the other member of the Executive Committee. The Chair is authorized to act on behalf of the Partnership.

(b) One Partner who shall be elected by the Partnership and serve as (“Vice-Chair”), Frank Zabaleta, of the Executive Committee.”

4. Article 14 is amended to add the following Section:

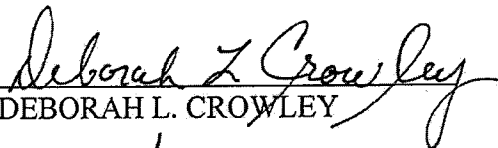
14.7 “Termination of Director. A Director may be terminated by action of the Executive Committee for any reason upon sixty (“60”) days written notice. A Director may at his or her option terminate his or her interest upon sixty (“60”) days written notice.”

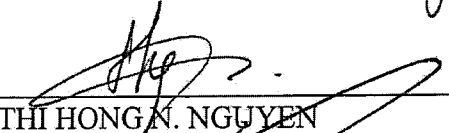
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of December 28, 2018.

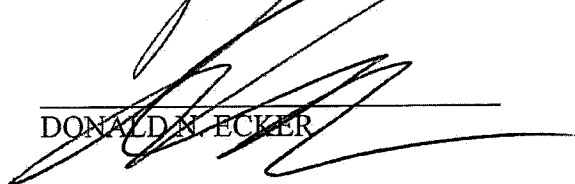
  
FRANK M. ZABALETA

  
EDEN C. CASARENO

  
ROMA L. SCOTT

  
DEBORAH L. CROWLEY

  
THI HONG N. NGUYEN

  
DONALD N. ECKER

**State of California**  
**Secretary of State**

**CERTIFICATE OF GOOD STANDING**  
**CALIFORNIA LIMITED LIABILITY PARTNERSHIP**

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

That on the **23rd day of January, 1997, EADIE AND PAYNE, LLP**, became recognized under the laws of the State of California by filing a certificate of registration in this office; and

That according to the records of this office, the said limited liability partnership is authorized to exercise all its powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition of this limited liability partnership.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of January 16, 2019.



A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA  
Secretary of State