

**FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Fourth Amendment ("Amendment"), dated as of May 21, 2024, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Eide Bailly, LLP, hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated November 13, 2019, for the audit of the financial statements for Fiscal Years Ending June 30, 2020, 2021, 2022, 2023 and 2024, with two one-year options to audit the County's financial statements for each subsequent fiscal years ending June 30, 2025 and 2026; and

WHEREAS, County and Consultant desire to amend the Agreement to provide additional terms,

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraph 5, Indemnification, shall be amended to read as follows:

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Notwithstanding the foregoing, Consultant and its partners, affiliates, officers and employees shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. County shall indemnify and hold Consultant harmless from any claims, losses, settlements, judgments, awards, and damages arising from any such misstatement or concealment of information.

Consultant shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

2. Paragraph 13, Miscellaneous Provisions, shall be amended to add the following:

13.10 Mediation

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a “Dispute”) shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”). Mediation shall be conducted with the parties in person in the Sacramento office. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

13.11 Limitation of Liability

The exclusive remedy available to County for any alleged loss or damages arising from or related to Consultant’s services or relationship with County shall be the right to pursue claims for actual damages that are directly caused by Consultant’s breach of this agreement or Consultant’s violation of applicable professional standards. In no event shall Consultant aggregate liability to County exceed three times fees paid under this agreement, nor shall Consultant ever be liable to County for incidental, consequential, punitive or exemplary damages, or attorneys’ fees.

13.12 Time Limitation

County may not bring any legal proceeding against Consultant unless it is commenced within twenty-four (24) months (“Limitation Period”) after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

CONSULTANT:
Eide Bailly. LLP

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____