

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (CITY), and Moss Adams, LLP, (CONSULTANT).

RECITALS

WHEREAS, CITY desires to obtain professional agreed-upon procedure services for the review and evaluation of credit card expenditures and reimbursement requests (Project); and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a fully integrated professional services firm and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for CITY by its (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in CONSULTANT'S ENGAGEMENT LETTER attached as **Exhibit D**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit D**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2023, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit D** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit D**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$190,640, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable

receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. CONSULTANT may terminate the Agreement or performance of any part of the services upon written notice to CITY if CONSULTANT determines that the performance of any part of the Services would be in conflict with law, or professional rules.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its

contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information, except to those officers, directors, partners, principals, members, employees, subcontractors and agents who require this information in order to provide the services contemplated by this Agreement. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY. Disclosure of Confidential Information shall not be precluded if such disclosure: (a) is in response to a valid subpoena or order of a court or other governmental body of the United States or any political subdivision thereof; or (b) is required by law or regulation. To the extent permitted by law, CONSULTANT shall give reasonable prior notice to CITY and CITY shall determine whether to obtain a protective order or other appropriate relief.

(b) CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. CITY shall own all final reports and other completed deliverables created under this Agreement and delivered to CITY, excluding any Consultant Material (defined below) contained or embodied therein ("Deliverables"). However, CITY may not alter or amend any Deliverables issued under CONSULTANT'S name. CONSULTANT may retain a copy of Deliverables for archival purposes. CONSULTANT shall own: (i) its working papers and any engagement documentation; and (ii) any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, materials, or other intellectual property which may have been discovered, created, received, or developed by CONSULTANT either prior to or as a result of providing services under the Agreement (collectively, "Consultant Materials"). CITY shall have a non-exclusive, non-transferable license to use Consultant Materials for its own internal use and only for the purposes for which they are delivered to the extent they form part of a Deliverable. Notwithstanding anything to the contrary in this Agreement, CONSULTANT and its personnel are free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information of CITY.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this

Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages, claims, demands and actions in law or equity (including reasonable attorneys fees and litigation expenses) (whether in contract, tort or strict liability), arising from personal injury, death at any time and property damage to real or tangible personal property), to the extent caused by the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONSULTANT shall not be

deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed

to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or

termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no

assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, each party shall be responsible for its own attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation

of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

30. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Moss Adams, LLP

By: _____
Georgeanne A. White
City Manager

By: Brandon Vance

Name: Brandon Vance

Title: Partner

(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: Pauline Brubaker 10/12/22
for Brandon M. Collet Date
Supervising Deputy City Attorney

Applicable Professional License:

Number: 70129

Name: Certified Public Accountant

Date of Issuance: November 17, 1995

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

CONSULTANT:

Moss Adams, LLP

Attention: Brandon Vance, CPA

Partner

265 E. River Park Circle, Suite 110

Fresno, CA 93720

Phone: (559) 389-5700

E-mail: brandon.vance@mossadams.com

Addresses:

CITY:
City of Fresno
Attention: Ruth F. Quinto, CPA
Assistant City Manager
2600 Fresno Street
Fresno, CA 93721

Phone: (559) 621-8000

E-mail: ruthie.quinto@fresno.gov

Attachments:

1. Exhibit A - Schedule of Fees and Expenses
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure
4. Exhibit D - Engagement Letter - Scope of Services

EXHIBIT A

SCHEDULE OF FEES AND EXPENSES

Service Description Timing Amount

Tasks 1–3 Mid-July 2022 to Mid-October 2022 fee \$190,640

Out-of-pocket expenses (mileage) - \$2,970

Total - \$193,640

Staff Level Hourly Rate Estimated Hours

Partner \$400–\$455 - 232 hours

Manager \$270–\$285 - 360 hours

Senior \$205–\$215 - 800 hours

Staff \$175–\$195 - 401 hours

Fee Details

- Progress Billing Progress billings are based on hours and expenses completed at the time of billing.
- Bills are due upon receipt.
- CONSULTANT reserves the right to charge interest on accounts over 30 days past due.
- Direct travel expenses will be billed monthly as incurred. Travel time is billed at one-half the standard rates.

EXHIBIT B

INSURANCE REQUIREMENTS **Consultant Service Agreement between City of Fresno (CITY)** **and [Consultant Name] (CONSULTANT)** [Project Title]

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The Automobile Policy shall be written on an occurrence form and shall provide coverage for owned (if any), hired, and non-owned automobiles or other licensed vehicles). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence \$2,000,000 general aggregate
2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 per occurrence
5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$1,000,000 per claim; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to

meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non- contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

- (i) CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds via blanket endorsement.
2. For any claims relating to this Agreement, CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review, and may be redacted to protect confidential information.
5. These requirements shall survive expiration or termination of the Agreement.

For all policies of insurance CONSULTANT shall provide thirty (30) calendar days prior written notice of any cancellation, reduction, or material change in coverage, provided,

however, that CONSULTANT shall not be obligated to provide such notice if, concurrently with such cancellation, reduction or material change, CONSULTANT obtains coverage from another insurer meeting the requirements described below

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONSULTANT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy, provided that such policy may be redacted to protect confidential information. This requirement shall survive expiration or termination of this Agreement.

**Exhibit C
Conflict of Interest**

**Disclosure and Acknowledgement
Agreed Upon Procedures (AUPs)**

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☒
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Brandon E. Vance

Signature

Brandon Vance, Partner
(Name)

265 E. River Park Circle, Suite 110
(Address)

Fresno, CA 93720
(City State Zip)

Exhibit D



MOSSADAMS

Engagement Letter - Scope of Services

T (559) 389-5700
F (559) 389-5701

265 E. River Park Circle
Suite 110
Fresno, CA 93720

October 11, 2022

Georgianne White, City Manager
City of Fresno
2600 Fresno Street
Fresno, CA 93721

Dear Georgianne:

This engagement letter (the "Engagement Letter"), the attached Schedule of Agreed-Upon Procedures (the "Schedule"), and the Consulting Services Agreement between City of Fresno and Moss Adams dated October 11, 2022 (collectively, the "Agreement") confirm our understanding of the terms and objectives of our engagement, and limitations of the services Moss Adams LLP ("Moss Adams," "we," "us," and "our") will provide to the City of Fresno ("you," "your," and "City"). This engagement is solely to assist you in evaluating the City's compliance with the City's adopted policies for credit card expenditures and non-credit card reimbursement expenditures for the period March 1, 2017 through March 30, 2022.

Scope of Services and Limitations

In this engagement, we will apply the agreed-upon procedures listed in the Schedule to the expenditures (the "Subject Matter") of City for the period March 1, 2017 through March 30, 2022. The procedures performed may not address all the items of interest to a user of the report and may not meet the needs of all users of the report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. Moreover, we have no obligation to perform any procedures beyond those listed in the Schedule. You may specify changes to the scope or nature of the agreed-upon procedures. If this occurs, we will either amend the Schedule to address the change in agreed-upon procedures, or our report will reflect the changes.

The City acknowledges that (i) it is responsible for agreeing to the procedures to be performed by Moss Adams, (ii) it has, in fact, agreed to the procedures set forth in the Schedule, and (iii) the agreed-upon procedures are appropriate to meet the intended purpose of the engagement.

We will not evaluate the agreed-upon procedures to determine if they are appropriate to meet the intended purpose of the engagement. Consequently, we make no representation regarding the appropriateness of the agreed-upon procedures either for the purpose of this engagement or for any other purpose.

When we complete our work, we will issue a report setting forth the agreed-upon procedures and our findings. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. Our report will include a sentence indicating that the report is intended solely for the use of the City and should not be used by anyone other than the City.

This engagement is not performed pursuant to any law, regulation or contract.

Our engagement to apply the agreed-upon procedures will be performed in accordance with the attestation standards established by the American Institute of Certified Public Accountants. If, for any reason, we are unable to complete the agreed-upon procedures, we will either describe any restrictions on the performance of the agreed-upon procedures in our report, or we will not issue a report. Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the Subject Matter.

At the conclusion of our engagement, we will require a representation letter from the City. The representation letter will confirm, among other things, management's agreement that the procedures performed were appropriate to meet the intended purpose of the engagement.

Timing

Brandon Vance is responsible for supervising the engagement and authorizing the signing of our report.

Our scheduling is based on your completion of the information requested in advance. Efficient use of our staff benefits both you and Moss Adams, allowing for timely completion of our work. We may experience delays in completing our services due to your staff's unavailability or delays in your providing the required information. We will work with you to coordinate completion of our work, realizing that any such delays will also delay completion of our work and the delivery of our report. You understand our fees are subject to adjustment if we experience these delays in completing our services. Our services will be concluded upon delivery to you of our report on these agreed-upon procedures.

Fees

We estimate that our fees for these services will be as set forth in Exhibit A to the Consulting Services Agreement. The proposed fees are based upon some key assumptions as the RFP for these procedures did not quantify the population of transactions subject to Procedure 1. These assumptions include an average of one transaction per credit card per month for Procedure 1, and an average of five minutes to perform the procedures. If situations arise that are significantly different than our assumptions, we will bring them to your attention immediately and discuss various fee options before we proceed.

Additionally, the fee estimate is based on anticipated cooperation from your personnel, the expectation that the records will be in good order, and the assumption that unexpected circumstances will not be encountered during the completion of the agreed-upon procedures. If we find that significant additional time is likely to be necessary, we will attempt to discuss it with you and arrive at a new fee estimate before we incur significant additional fees or expenses.

Restricted Use Report

Our report is a restricted use report and may be distributed only to the City. The City may not disclose or distribute our report to any third parties without our prior written consent. You agree to indemnify and hold harmless Moss Adams and its personnel from any and all claims, liabilities, costs and expenses

(including, without limitation, reasonable attorney fees) arising from the unauthorized distribution of our report or its content by the City, or any third party who obtains the report or access to its contents either directly or indirectly from the City.

Release and Indemnification

Because of the importance of oral and written management representations to an effective engagement, you agree to release and indemnify Moss Adams and its personnel from any and all claims, liabilities, costs and expenses attributable to any knowing misrepresentation by management.

Document Retention Policy

At the conclusion of this engagement, we will return all original records to the party that supplied them to us. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your or any other person's or entity's own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that Moss Adams may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Use of Moss Adams' Name

The City may not use any of Moss Adams' name, trademarks, service marks or logo in connection with the services contemplated by this Agreement or otherwise without the prior written permission of Moss Adams, which permission may be withheld for any or no reason and may be subject to certain conditions.

Use of Nonlicensed Personnel

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Hiring of Employees

Any offer of employment to members of the engagement team prior to issuance of our report may impair our independence, and as a result, may result in our inability to complete the engagement and issue a report.

This Engagement Letter, the Schedule, and the Consulting Services Agreement constitute the entire Agreement and understanding between Moss Adams and the City. The City agrees that, in entering into this Agreement, it is not and has not relied upon any oral or other representation, promise or statement made by anyone which is not set forth herein.

We appreciate the opportunity to be of service to you. If you agree with the terms of our engagement as set forth in this Agreement, please sign the enclosed copy of this Engagement Letter and return it to us with the Schedule and Professional Services Agreement.

Very truly yours,



Brandon Vance, Partner, for
Moss Adams LLP

Enclosures

Accepted and Agreed:

This Engagement Letter, the Schedule, and the Consulting Services Agreement set forth the entire understanding of the City with respect to this engagement and the services to be provided by Moss Adams LLP:

By City of Fresno:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Client #: 722797
v. 9/7/2021

SCHEDULE OF AGREED-UPON PROCEDURES

Procedure 1:

Credit Card Transactions – Obtain the City's written policies and procedures for credit card expenditures. Obtain from the City a listing of all approved individuals to whom a Bank of America credit card was issued for the period March 1, 2017 through March 30, 2022. Obtain from the City a listing of all credit card expenditures for the period March 1, 2017 through March 30, 2022, and perform the following:

1. For all credit card expenditures obtain Finance Form 57 "Travel Request and Claim for Reimbursement" (Form 57).
 - a. Confirm that that Form 57 was submitted to Finance within ten days after return from traveling on City business.
2. Obtain the sales slip, register receipts, and/or credit card slips related to each credit card expenditure. Compare the amount noted on the sales slip, register receipts, and/or credit card slips to the amount of the expenditure.
 - a. If applicable, compare the signature on the sales slip, register receipts, and/or credit card slips to the cardholder's name.
3. Note that the credit card expenditure related to the purchase of goods or services for the official business of the City of Fresno when normal accounts payable procedures cannot be utilized (e.g., fuel purchases, travel-related expenses, conference registration fees, airfare, lodging and meals, rental cars and gas, lunch and dinner meeting meals, minor emergency office supplies, training books).
4. Note the details of the credit card expenditure (date, amount, vendor, purpose) and whether the expenditure is not a cash advance, or purchase of alcohol or tobacco.

Procedure 2:

Expense Reimbursement Transactions – Obtain the City's written policies and procedures for reimbursement requests and payments (non-credit card expenditures).

- a. Obtain from the City a listing of all reimbursement requests and payments (non-credit card expenditures) for all City employees who have requested reimbursement for expenses in excess of \$100, submitted through the normal reimbursement policies of the City of Fresno, during the period March 1, 2017 through March 30, 2022, and perform the following:
 1. For all reimbursements other than for transportation using a private vehicle in #2 below, obtain Finance Form 57 "Travel Request and Claim for Reimbursement" (Form 57).
 - a. Note that the page displaying the appropriate per diem rate as established by the U.S. General Services Administration (GSA) for the locality in which the business is being conducted is attached. Alternatively, if there is no GSA page, the reimbursement is assumed to be at the maximum rate allowed for the Fresno area.
 - b. Confirm that that form 57 was submitted to Finance within ten days after return from traveling on City business.
 - c. For all single expenditures that exceed \$25, note that a receipt was obtained.
 - i. In cases where a receipt is called for but is impossible to obtain, note that a statement to that effect shall be attached to the Form 57 and the reason provided.
 - d. Note that Form 57 is signed by the employee and approved by the Department Director or other authorized person(s).

2. If the reimbursement was for transportation using a private vehicle:
 - a. Obtain the authorized list of monthly payment fixed allowances for Categories 1, 2, and 3 (as defined in the City of Fresno Administrative Order 2-2, Transportation Allowance and Mileage Reimbursement) of private vehicle reimbursements maintained by the City Finance Department. Compare the individual requesting reimbursement to the authorized list.
 - i. If the individual requesting reimbursement falls within Category 1 (City Manager and City Attorney), note that the reimbursement is equivalent to the \$500 per month transportation allowance.
 1. Note that Form VH-1 – Vehicle Allowance & City Vehicles Taken Home has been completed and approved by the Risk Manager and the City Manager.
 2. For out-of-City travel beyond a 50-mile radius of City Hall, compare the reimbursement rate to the currently published Internal Revenue Service's Standard Mileage Rate for business.
 - ii. If the individual requesting reimbursement falls within Category 2 (Assistant City Managers, Department Directors; Assistant Department Directors, Division Managers, and Section Supervisors responsible for twenty-four hour service functions; employees who are the primary staff representative to governmental bodies or community organizations; and employees responsible for work sites involving excessive mileage, frequent evening, weekend, and early morning inspection travel), note that the reimbursement is equivalent to the \$300 per month transportation allowance.
 1. Note that Form VH-1 – Vehicle Allowance & City Vehicles Taken Home has been completed and approved by the Risk Manager and the City Manager.
 2. For out-of-City travel beyond a 50-mile radius of City Hall, compare the reimbursement rate to the currently published Internal Revenue Service's Standard Mileage Rate for business.
 - iii. If the individual requesting reimbursement falls within Category 3 (an employee whose duties require the employee to frequently travel between crews or work sites, but does not require frequent off-hours travel), note that the reimbursement is equivalent to the \$90 per month transportation allowance, plus the currently published Internal Revenue Service's Standard Mileage Rate for business.
 1. Note that Form VH-1 – Vehicle Allowance & City Vehicles Taken Home has been completed and approved by the Risk Manager and the City Manager.
 2. For claims for reimbursement involving variable mileage, note that Form VH-2 – Monthly Vehicle Usage Log has been completed and approved by a supervisor.
 - iv. If the individual requesting reimbursement falls within Category 4 (employees who must occasionally travel to conduct official City business, but do not have access to division assigned vehicles, and pool vehicles are not available), compare the reimbursement rate to the currently published Internal Revenue Service's Standard Mileage Rate for business.
 1. Note that Form VH-2 – Monthly Vehicle Usage Log has been completed and approved by a supervisor.
3. If the reimbursement was for air, rail, or bus transportation through use of a travel agent:
 - a. Note that the City's approved travel agent was used.
 - b. Note that the travel was approved by the Department Director.

4. If the reimbursement was for lodging:

- a. Note that the reimbursement for lodging related to the night prior to the commencement of the meeting if the hour set for the start of the meeting is such that the employee would have to leave home prior to 6:00am; or, that the reimbursement for lodging was for after the meeting if the employee could not have arrived at home prior to 11:00pm.
- b. Note that the rate of reimbursement follows City policy depending upon the type of accommodation reserved:
 - i. If the lodging is associated with the conference and the City employee is staying at the hotel designated as the conference headquarters hotel, the reimbursement rate shall be based on the single room rate charged at the headquarters hotel for the conference. If the conference hotel charges more than one rate for single accommodations, the employee shall be entitled to reimbursement for no more than the second least expensive rate.
 - ii. If lodging is associated with a conference and is obtained at a hotel other than the conference hotel, the employee shall be entitled to reimbursement at a rate no higher than the current per diem rate in effect at the time the expense is incurred at the locality where incurred, as established by the GSA.
 - iii. If lodging is not associated with a conference, but is associated with City business, compare the reimbursement rate to the current per diem rate in effect at the time the expense is incurred, at the locality where incurred, as established by the GSA.

If lodging cannot be found at a rate equal to or lower than the GSA per diem rate, then the employee will need to attest to why they were unable to find lodging at the established rate on the Form 57. Once such an attestation is made, the employee will be reimbursed at the single room rate for the accommodation.

- c. If an employee stays with a friend or a relative while attending a professional conference or other out-of-town meeting, the employee may be reimbursed for taking his/her host to dinner in lieu of lodging cost. For such items, compare the total amount reimbursed to the current published per diem maximum lodging amount established by the GSA in the locality where the event took place.
- d. For situations where a traveler stays one or two extra days and incurs additional costs for lodging accommodations, meals, and other costs in order to reduce airfare costs, confirm that an analysis or explanation of the cost savings is submitted with the Form 57.

5. If the reimbursement was for meals:

- a. For in-town meetings scheduled by City staff, note that the meeting occurred between 6:00am and 8:00am, 12:00pm and 1:00pm, or 5:00pm and 7:00pm.
 - i. Compare the reimbursement rate to the per diem allowance established by the GSA for Fresno.
- b. Related to official City business (not including travel, conferences, or meals served during in-town meetings scheduled by City staff), note that the meeting occurred before 7:00am, between 12:00pm and 1:00pm, or ended after 8:00pm.
 - i. Compare the reimbursement rate to the per diem allowance established by the GSA for Fresno.
- c. Note whether the per diem option or the actual cost option is utilized in the claim for reimbursement.
- d. Confirm that only one method is utilized on a full-day basis.

- e. Confirm that the reimbursement does not include in-flight meals, meals included with registration fees paid by the City, or meals otherwise provided by someone else, breakfast is not included on the day of departure unless the trip starts prior to 7:00am, and dinner is not included on the day of return unless the trip ends after 8:00pm.
 - f. If using the per diem option:
 - i. Compare the reimbursement rate to the rate established by the GSA for breakfast, lunch, and dinner at the time the expense is incurred, and at the tier designated for the location to which the employee traveled on City business.
 - g. If using the actual cost option:
 - i. by the employee while on City business by comparing the amount reimbursed to the supporting receipt(s).
 - ii. Compare the amount reimbursed to the maximum daily rate established by the GSA at the time the expense is incurred and at the locality where incurred.
 - 1. If the amount exceeds the maximum daily amount established by the GSA, note that either:
 - a. The meal is a scheduled event on the program or conference and a receipt or other evidence is submitted to document the amount above the standard allowance.
 - b. There were extraordinary and unique circumstances, supported by receipt(s), written justification, and approval by the Department Director.
- 6. If the reimbursement was for taxi, limousine, or bus fares, note that such expenses are itemized in detail on Form 57.
 - 7. If the reimbursement was for tips, gratuities, and service fees, note that such items do not exceed 15% and that they are itemized in detail on Form 57.
 - 8. If the reimbursement was for registration fees, agree the amount to receipts submitted with a Form 57.
 - 9. If the reimbursement was for parking, garage, and toll charges, confirm that the employee is not subject to mileage allowances within the Fresno area, and agree to receipts submitted with a Form 57.
 - 10. If the reimbursement was for laundry or dry cleaning, note that the related trip was at least three days and that reimbursement is equivalent to \$2 per diem beginning on the third day.
 - 11. If the reimbursement was for any other type of expense not mentioned in #2 through #10 above, confirm that an explanation demonstrating such expense was necessary for successful completion of the City's business was included with Form 57, the expenses are itemized in detail on Form 57, and are approved by the Department Director.
 - 12. **Note the details of the expense reimbursement (date, amount, vendor, purpose) and whether the expenditure is not a purchase of alcohol or tobacco.**
 - 13. Note that the reimbursement does not relate to non-City employees, including consultants, with the exception of individuals from other organizations whose services are requested to assist City staff on interview panels.
- b. **Obtain from the City a listing** of all reimbursement requests and payments (non-credit card expenditures) for all elected and appointed officials (including City Councilmembers and Mayor) who have requested reimbursement for expenses, submitted through the normal reimbursement policies of the City of Fresno, during the period March 1, 2017 through March 30, 2022, and perform the following:
 - 1. For all reimbursements, other than for the monthly car and travel, and general and miscellaneous expense allowances in #14 and #15 below, obtain Finance Form 57 "Travel Request and Claim for Reimbursement" (Form 57).

- a. Note that the page displaying the appropriate per diem rate as established by the U.S. General Services Administration (GSA) for the locality in which the business is being conducted is attached. Alternatively, if there is no GSA page, the reimbursement is assumed to be at the maximum rate allowed for the Fresno area.
 - b. Note that that Form 57 was submitted to Finance within ten days after return from traveling on City business.
 - c. For all single expenditures that exceed \$25, note that a receipt was obtained.
 - i. In cases where a receipt is called for but is impossible to obtain, note that a statement to that effect shall be attached to the Form 57 and the reason provided.
 - d. Note that Form 57 is signed by the elected official and approved by the Department Director or other authorized person(s).
2. If the reimbursement was for air, rail, or bus transportation through use of a travel agent:
 - a. Note that the City's approved travel agent was used.
 - b. Note that the travel was approved by the Department Director.
3. If the reimbursement was for lodging:
 - a. Note that the reimbursement for lodging related to the night prior to the commencement of the meeting if the hour set for the start of the meeting is such that the employee would have to leave home prior to 6:00am; or, that the reimbursement for lodging was for after the meeting if the employee could not have arrived at home prior to 11:00pm.
 - b. Note that the rate of reimbursement follows City policy depending upon the type of accommodation reserved:
 - i. If the lodging is associated with the conference and the City employee is staying at the hotel designated as the conference headquarters hotel, the reimbursement rate shall be based on the single room rate charged at the headquarters hotel for the conference. If the conference hotel charges more than one rate for single accommodations, the employee shall be entitled to reimbursement for no more than the second least expensive rate.
 - ii. If lodging is associated with a conference and is obtained at a hotel other than the conference hotel, the employee shall be entitled to reimbursement at a rate no higher than the current per diem rate in effect at the time the expense is incurred at the locality where incurred, as established by the GSA.
 - iii. If lodging is not associated with a conference, but is associated with City business, compare the reimbursement rate to the current per diem rate in effect at the time the expense is incurred, at the locality where incurred, as established by the GSA.

If lodging cannot be found at a rate equal to or lower than the GSA per diem rate, then the employee will need to attest to why they were unable to find lodging at the established rate on the Form 57. Once such an attestation is made, the employee will be reimbursed at the single room rate for the accommodation.

 - c. If an employee stays with a friend or a relative while attending a professional conference or other out-of-town meeting, the employee may be reimbursed for taking his/her host to dinner in lieu of lodging cost. For such items, compare the total amount reimbursed to the current published per diem maximum lodging amount established by the GSA in the locality where the event took place.

- d. For situations where a traveler stays one or two extra days and incurs additional costs for lodging accommodations, meals, and other costs in order to reduce airfare costs, note that an analysis or explanation of the cost savings is submitted with the Form 57.
4. If the reimbursement was for meals:
- a. For in-town meetings scheduled by City staff, note that the meeting occurred between 6:00am and 8:00am, 12:00pm and 1:00pm, or 5:00pm and 7:00pm.
 - i. Compare the reimbursement rate to the per diem allowance established by the GSA for Fresno.
 - b. Related to official City business (not including travel, conferences, or meals served during in-town meetings scheduled by City staff), note that the meeting occurred before 7:00am, between 12:00pm and 1:00pm, or ended after 8:00pm.
 - i. Compare the reimbursement rate to the per diem allowance established by the GSA for Fresno.
 - c. Note whether the per diem option or the actual cost option is utilized in the claim for reimbursement.
 - d. Confirm that only one method is utilized on a full-day basis.
 - e. Confirm that the reimbursement does not include in-flight meals, meals included with registration fees paid by the City, or meals otherwise provided by someone else, breakfast is not included on the day of departure unless the trip starts prior to 7:00am, and dinner is not included on the day of return unless the trip ends after 8:00pm.
 - f. If using the per diem option:
 - i. Compare the reimbursement rate to the rate established by the GSA for breakfast, lunch, and dinner at the time the expense is incurred, and at the tier designated for the location to which the employee traveled on City business.
 - g. If using the actual cost option:
 - i. by the employee while on City business by comparing the amount reimbursed to the supporting receipt(s).
 - ii. Compare the amount reimbursed to the maximum daily rate established by the GSA at the time the expense is incurred and at the locality where incurred.
 - 1. If the amount exceeds the maximum daily amount established by the GSA, verify that either:
 - a. The meal is a scheduled event on the program or conference and a receipt or other evidence is submitted to document the amount above the standard allowance.
 - b. There were extraordinary and unique circumstances, supported by receipt(s), written justification, and approval by the Department Director.
5. If the reimbursement was for taxi, limousine, or bus fares, note that such expenses are itemized in detail on Form 57.
6. If the reimbursement was for tips, gratuities, and service fees, note that such items do not exceed 15% and that they are itemized in detail on Form 57.
7. If the reimbursement was for registration fees, agree the amount to receipts submitted with a Form 57.
8. If the reimbursement was for parking, garage, and toll charges, note that the employee is not subject to mileage allowances within the Fresno area, and agree to receipts submitted with a Form 57.
9. If the reimbursement was for laundry or dry cleaning, note that the related trip was at least three days and that reimbursement is equivalent to \$2 per diem beginning on the third day.
10. If the reimbursement was for any other type of expense not mentioned in #2 through #10 above, confirm that an explanation demonstrating such expense was necessary for successful completion of the City's

business was included with Form 57, the expenses are itemized in detail on Form 57, and are approved by the Department Director.

11. Note the details of the expense reimbursement (date, amount, vendor, purpose) and whether the expenditure is not a purchase of alcohol or tobacco.
12. Verify that the reimbursement does not relate to non-City employees, including consultants, with the exception of individuals from other organizations whose services are requested to assist City staff on interview panels
13. For car and travel monthly allowance reimbursements, note that the allowance does not exceed \$300 for the Mayor and \$260 for Councilmembers and that the reimbursement was requested on the Mayor/Councilmembers Monthly Expense Reimbursement Form.
 - a. If actual expenses incurred are claimed, rather than a monthly stipend, note that a mileage log and claim for reimbursement of expenses are submitted and include mileage, parking, car rental and related transportation expenses incurred in the Fresno Metropolitan Area.
 - b. Note that the reimbursement does not relate to the purchase of, or expenses for, personal items not related to official City business.
14. For general and miscellaneous expense monthly allowance reimbursements, note that the allowance does not exceed \$660 for the Mayor, \$220 for the Council President, and \$165 for all other Councilmembers and that the reimbursement was requested on the Mayor/Councilmembers Monthly Expense Reimbursement Form.
 - a. If actual expenses incurred are claimed, rather than a monthly stipend, note that receipts and a claim for reimbursement of expenses are submitted and relate to meals (\$42 per day maximum); postage; telephone, communications; publications; other incidental expenses.
 - b. Note the details of the expense reimbursement (date, amount, vendor, purpose) and whether the expenditure is not a purchase of alcohol or tobacco.

Procedure 3:

Comparative Analysis – provide a comparative analysis of the total value of:

- a. Total charges and reimbursements noted to be not consistent with City policies (including those submitted without justification).
- b. Total charges and reimbursements where agreed-upon procedures could not be completed.
- c. Total charges and reimbursement noted to be consistent with City policies.