

AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this 15th day of July, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and GlassRatner Advisory & Capital Group, LLC, dba B. Riley Advisory Services, a limited liability company organized and existing under the laws of the State of Delaware, whose address is 555 W 5th St Suite 3725, Los Angeles, CA 90013, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, The COUNTY has identified the need to obtain investigation services focused on technical and process controls, as well as management and decision controls to not only better understand how loss occurs, but also to prevent loss from happening at all. In this type of investigation, the focus will not only be on immediate breach response, but also on the environment in which the breach occurred. Traditional investigative techniques will be employed to pinpoint processes and procedures that may contribute to cyber breaches in order to inform procedural changes which mitigate the risk that the other breaches will occur in the future; and

WHEREAS, CONTRACTOR is well-known in its field for providing advisory services for complex business problems, to include fraud investigation, developing compliance and risk systems, and litigation support. CONTRACTOR has extensive experience in working with government entities, not only at the State and Federal level, but at the local government level as well. In regard to cybersecurity resilience, CONTRACTOR offers business continuity planning and disaster recovery to help clients understand the nature of cyber threats through post-incident after action reviews and lessons learned reports. CONTRACTOR also conducts post-incident reviews of the incident response process and effectiveness of the crisis management plan.; and

WHEREAS, CONTRACTOR's appointed representative, Coral Hansen, is a consultant with extensive financial investigative experience as a CPA with over 29 years of experience in public and private accounting and is an expert in analyses involving fraud and internal investigation. Coral Hansen is

1 experienced providing assurance and advisory services, which include auditing, consulting, fraud
2 analysis, and internal control reporting procedures.

3 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein
4 contained, the parties hereto agree as follows:

5 A. OBLIGATIONS OF CONTRACTOR

6 1. CONTRACTOR agrees to provide the COUNTY with the following "Services":

- 7 • Gain an understanding of fraudulent activity
- 8 • Identify internal control objectives relevant to the County of Fresno
- 9 • Review pertinent policies and procedures and documentation standards for
10 each department
- 11 • Discuss controls with appropriate levels of personnel
- 12 • Observe the control environment
- 13 • Test transactions as appropriate
- 14 • Share findings, concerns, and recommendations with the appropriate
15 individuals or governing body
- 16 • Prepare a written report regarding findings and recommendations.

17 2. CONTRACTOR agrees and undertakes to perform the Services in a timely fashion
18 with the skill, competence, and diligence commensurate with the standards of the industrial hygiene,
19 health, and safety compliance industry, if and as applicable.

20 3. All Services provided by CONTRACTOR under this Agreement shall be conducted
21 under the supervision and at the direction of the County Counsel's Office. Any report produced by
22 CONTRACTOR shall be made to the County Counsel's Office and County Risk Management jointly and
23 shall be subject to the attorney work product privilege. The COUNTY acknowledges that the contents of
24 reports prepared by CONTRACTOR as part of this engagement are confidential and that all information,
25 generated by CONTRACTOR during this engagement is intended solely for the benefit and use of the
26 COUNTY for the intended use stated in this Agreement and not for any other purpose. No other party may
27 rely on any reports prepared by CONTRACTOR as part of this engagement unless CONTRACTOR
28 agrees in writing to allow delivery of such reports or other work product it has prepared to other parties. If

1 CONTRACTOR authorizes the COUNTY to share any report with a third party, the COUNTY shall not
2 share such reports unless and until such party executes and returns a non-reliance agreement issued by
3 CONTRACTOR. The COUNTY may disclose a complete copy of any reports to its internal departments,
4 including audit, tax or legal advisors. However, no third party shall have the right of reliance on any reports,
5 and neither receipt nor possession of the report by any third party shall create any express or implied
6 third-party beneficiary rights.

7 B. TERM

8 The term of this Agreement shall be for a period of six (6) to eight (8) weeks, commencing on July
9 15, 2021, and ending not later than September 9, 2021.

10 C. TERMINATION

11 1. Non-Allocation of Funds - The terms of this Agreement, and the Services to be
12 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
13 Should sufficient funds not be allocated, the Services provided may be modified, or this Agreement
14 terminated, at any time by giving CONTRACTOR thirty (30) days' advance written notice; provided, however,
15 that notwithstanding such termination, CONTRACTOR will be entitled to prompt payment of any fees and
16 expenses due under this Agreement for time spent and work completed.

17 2. Breach of Contract - The COUNTY may immediately suspend or terminate this
18 Agreement in whole or in part, where in the determination of the COUNTY, upon proof of same, there is:

- 19 1) An illegal or improper use of funds by CONTRACTOR.
- 20 2) A failure to comply with any material term of this Agreement;
- 21 3) A substantially and materially incorrect or incomplete report submitted to the
22 COUNTY; or
- 23 4) Improperly performed service.

24 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
25 breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall
26 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
27 Notwithstanding such termination, CONTRACTOR will be entitled to prompt payment of any fees and
28 expenses due under this Agreement for time spent and work completed with regard to which no dispute

1 exists.

2 3. Without Cause - Under circumstances other than those set forth above, this
3 Agreement may be terminated by either party upon the giving of thirty (30) days' advance written notice of
4 an intention to terminate to the other party. Notwithstanding such termination, CONTRACTOR will be
5 entitled to prompt payment of any fees and expenses due under this Agreement for time spent and work
6 completed with regard to which no dispute exists.

7 D. RETAINER/COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR for
8 Services provided based on the number of hours worked at the hourly billing rate of Four Hundred Thirty Five
9 dollars (\$435.00) per hour, plus out-of-pocket expenses incurred, as discussed below. The COUNTY agrees
10 to pay CONTRACTOR a retainer in the amount of Twenty Five Thousand and NO/100 dollars (\$25,000.00),
11 upon execution of this Agreement, which shall be applied to the outstanding amounts owed to
12 CONTRACTOR for the second monthly invoice CONTRACTOR submits to the COUNTY. CONTRACTOR
13 shall submit monthly invoices to the County of Fresno Department of Human Resources- ATTN: Risk
14 Management. Invoices shall include a report on completed work for the prior month/invoice period and total
15 hours/costs. COUNTY shall pay all undisputed amounts invoiced within seven (7) days of receipt of an
16 invoice.

17 E. COST

18 In no event shall Services performed under this Agreement be in excess of Seventy-Five Thousand
19 and NO/100 dollars (\$75,000.00) during the term of this Agreement (July 15, 2021, through no later than
20 September 9, 2021) unless COUNTY modifies the Services and/or approves any such excess amounts in
21 writing. It is understood that all expenses incidental to CONTRACTOR'S performance of Services under this
22 Agreement shall be reimbursed by COUNTY to CONTRACTOR as follows: CONTRACTOR shall be entitled
23 to reimbursement of actual, reasonable out-of-pocket and direct expenses incurred in connection with the
24 Services to be provided under this Agreement (collectively, "Expenses"). The COUNTY shall reimburse
25 CONTRACTOR for actual, necessary and reasonable expenses for: (a) travel by non-local personnel to
26 perform Services, upon the COUNTY's prior consent; and (b) meals and lodging for such non-local personnel
27 while performing such Services. The COUNTY will be billed for travel time at half of the hourly rate stated
28 above. CONTRACTOR personnel shall submit reimbursement requests to the COUNTY as part of its invoice

1 for Services.

2 F. INDEPENDENT CONTRACTOR: In CONTRACTOR's performance of the Services under
3 this Agreement, it is mutually understood and agreed that the parties intend that an independent contractor
4 relationship will be created by this Agreement. As such, it is mutually understood and agreed that
5 CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times
6 be acting and performing as an independent contractor, and shall act in an independent capacity and not as
7 an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore,
8 COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR
9 shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so
10 as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
11 thereof. Further, nothing in this Agreement is intended to create, nor shall be deemed or construed to create
12 a fiduciary or agency relationship between CONTRACTOR and the COUNTY. CONTRACTOR is providing
13 advisory and consulting services only and will not make management or financial decisions for the COUNTY.

14 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
15 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

16 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to
17 employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and
18 responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition,
19 CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment
20 of CONTRACTOR'S employees, including compliance with Social Security withholding and all other
21 regulations governing such matters. It is acknowledged that during the term of this Agreement,
22 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

23 G. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
24 written consent of all the parties without, in any way, affecting the remainder.

25 H. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor
26 their rights or duties under this Agreement without the prior written consent of the other party

27 I. HOLD HARMLESS:

28 A. CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,

1 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
2 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY from
3 the gross negligence or willful misconduct of CONTRACTOR, its officers, agents, or employees occurring in
4 connection with CONTRACTOR's performance, or failure to perform, under this Agreement.

5 B. The COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR'S request,
6 defend the CONTRACTOR, its officers, agents, and employees from any and all costs and expenses
7 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to
8 CONTRACTOR from the gross negligence or willful misconduct of the COUNTY, its officers, agents, or
9 employees occurring in connection with the COUNTY'S performance, or failure to perform, under this
10 Agreement.

11 J. INSURANCE

12 CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
13 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint
14 Powers Agreement (JPA) throughout the term of the Agreement:

15 A. Commercial General Liability

16 Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00)
17 per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). An Umbrella/Excess
18 Liability policy can be used to comprise the required limits. This policy shall be issued on a per occurrence
19 basis. COUNTY may require specific coverages including completed operations, products liability,
20 contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance
21 deemed necessary because of the nature of this contract.

22 B. Automobile Liability

23 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
24 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
25 used in connection with this Agreement.

26 C. Professional Liability

27 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
28 providing services, CONTRACTOR will provide COUNTY with evidence of Professional Liability Insurance

1 with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars
2 (\$3,000,000.00) annual aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in
3 full force and effect for a period of three (3) years following the termination of this Agreement, one or more
4 policies of professional liability insurance with limits of coverage as specified herein.

5 D. Worker's Compensation

6 A policy of Worker's Compensation insurance as may be required by the California Labor Code.
7 Contractor shall provide evidence of statutory Workers' Compensation coverage and Employer's Liability
8 with limits of \$1,000,000.

9 E. Cyber liability

10 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim,
11 \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is
12 undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving
13 infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade
14 dress, invasion of privacy violations, information theft, damage to or destruction of electronic information,
15 release of private information, alteration of electronic information, extortion and network security. The
16 policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well
17 as credit monitoring expenses with limits sufficient to respond to these obligations.

18 Additional Requirements Relating to Insurance

19 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
20 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
21 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
22 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
23 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
24 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
25 a minimum of thirty (30) days advance written notice given to COUNTY.

26 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
27 employees any amounts paid by the policy of worker's compensation insurance required by this
28 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be

1 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
2 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

3 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
4 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
5 foregoing policies, as required herein, to the County of Fresno, (Steve Johnson, Risk Manager, 2220
6 Tulare Street, 16th Floor, Fresno, CA 93721), stating that such insurance coverage have been obtained
7 and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible
8 for any premiums on the policies; that such Commercial General Liability insurance names the County of
9 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only
10 insofar as the operations under this Agreement are concerned; that such coverage for additional insured
11 shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
12 officers, agents and employees, shall be excess only and not contributing with insurance provided under
13 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
14 minimum of thirty (30) days advance, written notice given to COUNTY.

15 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
16 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
17 Agreement upon the occurrence of such event.

18 All policies shall be issued by admitted insurers licensed to do business in the State of California,
19 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC
20 VII or better.

21 K. AUDITS AND INSPECTIONS: CONTRACTOR shall at any time during business hours, and
22 as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its
23 records and data restricted solely and exclusively to with respect to the matters covered by this Agreement.
24 CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such
25 records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

26 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
27 the examination and audit of the Auditor General for a period of three (3) years after final payment under
28 contract (Government Code Section 8546.7).

1 L. NOTICES: The persons and their addresses having authority to give and receive notices
2 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	B. Riley Adviso
ATTN Risk Management	555 W 5th St Suite 3725
2220 Tulare St, 16t Floor	Los Angeles, CA 90013
Fresno, CA 93721	ATTN: Coral Hansen
Email:	chansen@brileyfin.com
	legal@brileyfin.com

3
4
5
6
7 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
8 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
9 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
10 personal service is effective upon service to the recipient. A notice delivered by first-class United States mail
11 is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed
12 to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY
13 business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
14 instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile
15 is effective when transmission to the recipient is completed (but, if such transmission is completed outside of
16 COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a
17 COUNTY business day), provided that the sender maintains a machine record of the completed transmission.
18 For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or
19 modifies any claims presentation requirements or procedures provided by law, including but not limited to the
20 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

21 M. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
22 only be in Fresno County, California.

23 The rights and obligations of the parties and all interpretation and performance of this Agreement
24 shall be governed in all respects by the laws of the State of California.

25 N. DISCLOSURE OF SELF-DEALING TRANSACTIONS

26 This provision is only applicable if CONTRACTOR is operating as a corporation (a for-profit or
27 non-profit corporation) or if during the term of the agreement, CONTRACTOR changes its status to
28 operate as a corporation.

1 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that
2 they are a party to while CONTRACTOR is providing goods or performing Services under this Agreement.
3 A self-dealing transaction shall mean a transaction to which CONTRACTOR is a party and in which one
4 or more of its directors has a material financial interest. Members of the Board of Directors shall disclose
5 any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction
6 Disclosure Form, attached hereto as Schedule C and incorporated herein by reference, and submitting it
7 to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

8 O. ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by
9 electronic signature as provided in this section. An "electronic signature" means any symbol or process
10 intended by an individual signing this Agreement to represent their signature, including but not limited to (1)
11 a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned
12 and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed
13 or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person
14 signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
15 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that
16 person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b),
17 in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section
18 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements
19 of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other
20 party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the
21 transactions under it by electronic means and either party may sign this Agreement with an original
22 handwritten signature.

23 P. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between
24 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
25 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding
26 of any nature whatsoever unless expressly included in this Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR B. Riley Advisory
Services**

COUNTY OF FRESNO

5
6 

7
8 **Gary Cornuelle**

Digitally signed by Gary
Cornuelle
Date: 2021.07.15 14:20:58
-07'00'

9
10 _____
(Authorized Signature)

11 _____
Gary Cornuelle
Purchasing Manager

12 Coral M. Hansen, Managing
13 Director
14 _____

15 Mailing Address:

16 555 W 5th St Suite 3725
17 Los Angeles, CA 90013

18
19
20 FOR ACCOUNTING USE ONLY:
Fund: 1060

21 Subclass: 10000

22 ORG: 89250100

23 Account: 7295
24
25
26
27
28

AMENDMENT I TO AGREEMENT

THIS AMENDMENT I TO AGREEMENT (hereinafter "Amendment") is made and entered into this 20th day of September, 2021, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and GlassRatner Advisory & Capital Group, LLC, dba B. Riley Advisory Services, a limited liability company organized and existing under the laws of the State of Delaware, whose address is 11100 Santa Monica Blvd. Suite 800, Los Angeles CA, 90025, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into a services agreement, identified as COUNTY agreement No. P-21-275 (hereinafter "the Agreement"), effective July 12, 2021, pursuant to which CONTRACTOR agreed to provide advisory and investigation services to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to extend the term of the Agreement for an additional eight weeks to November 1, 2021, as modified herein.

NOW, THEREFORE, in consideration of the promises herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section B. (TERM) of the Agreement, located on Page Three (3) beginning with the word "The" and ending with "2021", is deleted in its entirety and replaced with the following:

"The term of this Agreement shall be for a period of approximately sixteen (16) weeks, beginning on July 12, 2021 and ending on November 1, 2021, unless terminated earlier in accordance with the provisions herein. The Term may be extended by written agreement of the Parties."

2. Section E (COST) of the Agreement, located on Page Four (4) beginning on line Eighteen (18) with the word "In" and ending on line Twenty-One (21) with the word "writing." Is deleted in its entirety and replaced with the following:

"In no event shall Services performed under this Agreement be in excess of Seventy-Five Thousand and No/100 dollars (\$75,000.00) during the term of this Agreement unless COUNTY modifies the Services and/or approves any such excess amounts in

[Faint signature and stamp]
E/COS

1 writing.”

2 3. Except as otherwise provided in this Amendment I, all other provisions of the
3 Agreement remain unchanged and in full force and effect. This Amendment I shall become effective
4 upon execution.

5 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
6 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
7 shall be considered the Agreement.

8 The parties agree that this Amendment may be executed by electronic signature as provided in
9 this section. An “electronic signature” means any symbol or process intended by an individual signing
10 this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a
11 faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
12 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached
13 to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person
14 signing this Amendment for all purposes, including but not limited to evidentiary proof in any
15 administrative or judicial proceeding, and (2) has the same force and effect as the valid original
16 handwritten signature of that person. The provisions of this section satisfy the requirements of Civil
17 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
18 Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it
19 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),
20 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This
21 Amendment is not conditioned upon the parties conducting the transactions under it by electronic
22 means and either party may sign this Amendment with an original handwritten signature.

23 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
24 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
25 in full force and effect.

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement as of
2 the day and year first hereinabove written.

3
4 **CONTRACTOR**

COUNTY OF FRESNO

Coral M. Hansen

(Authorized Signature)

Gary Cornuelle
Purchasing Manager

Coral M. Hansen, Managing Director

Print Name & Title

555 W. 5th St. Ste 3225

Los Angeles, CA 90013

Mailing Address

11
12 FOR ACCOUNTING USE ONLY:

13 FUND: 1060

14 SUBCLASS: 10000

15 ORG: 89250100

16 ACCOUNT: 7295

AMENDMENT II TO AGREEMENT

THIS AMENDMENT II TO AGREEMENT (hereinafter "Amendment") is made and entered into this 22 day of October, 2021, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and GlassRatner Advisory & Capital Group, LLC, dba B. Riley Advisory Services, a limited liability company organized and existing under the laws of the State of Delaware, whose address is 11100 Santa Monica Blvd. Suite 800, Los Angeles CA, 90025, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into a services agreement, identified as COUNTY agreement No. P-21-275 (hereinafter "the Agreement"), effective July 15, 2021, pursuant to which CONTRACTOR agreed to provide advisory and investigation services to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to extend the term of the Agreement for eight weeks to November 1, 2021; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to extend the term of the Agreement for an additional nine weeks to December 31, 2021, as modified herein.

NOW, THEREFORE, in consideration of the promises herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section B. (TERM) of the Agreement, located on Page Three (3) beginning with the word "The" and ending with "2021", is deleted in its entirety and replaced with the following:

"The term of this Agreement shall be for a period of approximately twenty-four (24) weeks, beginning on July 15, 2021 and ending on December 31, 2021, unless terminated earlier in accordance with the provisions herein. The Term may be extended by written agreement of the Parties."

2. Except as otherwise provided in this Amendment II, all other provisions of the Agreement remain unchanged and in full force and effect. This Amendment II shall become effective upon execution.

1 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
2 Agreement and, that upon execution of this Amendment, the Agreement, Amendment I and this
3 Amendment II together shall be considered the Agreement.

4 The parties agree that this Amendment may be executed by electronic signature as provided in
5 this section. An "electronic signature" means any symbol or process intended by an individual signing
6 this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a
7 faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
8 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached
9 to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person
10 signing this Amendment for all purposes, including but not limited to evidentiary proof in any
11 administrative or judicial proceeding, and (2) has the same force and effect as the valid original
12 handwritten signature of that person. The provisions of this section satisfy the requirements of Civil
13 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
14 Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it
15 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),
16 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This
17 Amendment is not conditioned upon the parties conducting the transactions under it by electronic
18 means and either party may sign this Amendment with an original handwritten signature.

19 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
20 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
21 in full force and effect.

22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

