

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 4th day of April 2023 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and F.H. Black & Company Incorporated (“FHB”), a corporation under the laws of the province of British Columbia, whose address is Unit #1 – 1596 Regent Avenue West, Suite 303, Winnipeg, MB, R2C 4H4, Canada, (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Joint Onboarding Workiva ACFR Implementation and Automation. The Provider was selected on a sole source basis because F. H. Black & Company Incorporated is best suited to guide the City in reproducing the prior year City of Alameda, Annual Comprehensive Financial Report, Fiscal Year Ended June 30, 2022 (ACFR) utilizing Workiva.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement which is implementing Workiva. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. The City and Provider desire to enter into an agreement for Workiva ACFR Implementation, Automation and Aftercare Support Option upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the 20th day of February 2023, and shall terminate on the 23rd day of February 2024, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

The compensation due to Provider shall be \$74,700. The City shall pay 50% of the compensation within 30 days after the Agreement is fully executed, with the remaining balance to be paid in equal shares on a monthly basis. Compensation for work done under this Agreement, shall not exceed \$74,700. Should any other costs or services be requested or incurred by The City will be addressed under a separate contract.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City, acting reasonably) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney’s fees and costs of litigation (“Claims”), arising from or in any manner connected to Provider’s breach of its obligations under this Agreement even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees to the extent that the loss or damage is found to have resulted from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider’s obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider’s obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

d. In no event shall Provider be liable for incidental, special or consequential damages arising out of, resulting from, or in any way connected with, the performance or breach of this Agreement (regardless of the form of action) even if Provider has been advised of the possibility of such damages. Provider’s liability for any cause whatsoever, and regardless of the form of action (including negligence), arising out of, resulting from, or in any way connected with, the performance or breach of this Agreement shall in no event exceed 100% of the amount actually paid for the portion of the services and tasks provided hereunder giving rise to such liability. Neither the City nor Provider will be liable for consequential or punitive damages (including lost profits or savings) even if aware of their possible existence. Neither the City nor Provider will be liable for any delays or failures to perform services due to causes beyond their control.

10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

| | |
|----------------|-----------------------------------|
| Bodily Injury: | \$1,000,000 each occurrence |
| | \$2,000,000 aggregate - all other |

| | |
|------------------|-----------------------------|
| Property Damage: | \$1,000,000 each occurrence |
| | \$2,000,000 aggregate |

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

| | |
|------------------|-----------------------------|
| Bodily injury: | \$1,000,000 each occurrence |
| Property Damage: | \$1,000,000 each occurrence |

or

| | |
|------------------------|-----------------------------|
| Combined Single Limit: | \$2,000,000 each occurrence |
|------------------------|-----------------------------|

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.]

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the

foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. **ADDITIONAL INSURED(S):**

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. **EXCESS OR UMBRELLA LIABILITY:**

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the

City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion, acting reasonably. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion, acting reasonably. The City consents to the utilization of SUMAQ Comunicação Financeira for the purposes of recreation of the ACFR document.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder. The City is exclusively responsible for obtaining any approvals, permits, licenses or other permissions for off-the-shelf third party software necessary in connection with the engagement, the titles and quantities of which will be the subject of discussion and agreement between the parties and which shall specifically include the Workiva software suite ("Third Party IP"). Provider and the City expressly recognize they are not the owners of such Third Party IP and have no right to use such Third Party IP except as expressly granted by the third party owners of such Third Party IP.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. Provider shall retain all right and title to any computer programs and related intellectual capital developed outside of this Agreement (collectively, the “Intellectual Property”) and shall have the right to incorporate such Intellectual Property in work for other customers and in its programs generally. Upon payment of agreed fees, the City shall have a non-exclusive, non-transferable 99-year license to use such Intellectual Property for its and its affiliated companies' internal business use only. The City expressly recognizes that it is not the owner of such Intellectual Property and has no right to use such Intellectual Property except as expressly stated in this Agreement. Nothing in this Agreement shall be construed as Provider, its employees, agents, or subcontractors in the subsequent use of techniques and skills which may be acquired in the course of performance of this Agreement or providing the City with any rights to the Provider’s Intellectual Property.

c. No confidential report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

d. Provider shall, at such time and in such form as City Manager or their designee may reasonably require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider’s performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the “**Records**”).

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City’s preliminary examination or audit of records, and the City’s supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered,

express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Finance Department
2263 Santa Clara Avenue, Room 220
Alameda, CA 94501
ATTENTION: Ross McCarthy, Controller
Ph: (510) 747-4850

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

F.H. Black & Company Incorporated
Unit #1 - 1596 Regent Avenue West, Suite 303, Winnipeg, MB, R2C 4H4
ATTENTION: Jamie Black
Ph: (844) 852-5225

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda

Finance Department
2263 Santa Clara Avenue, Room 220
Alameda, CA 94501
ATTENTION: Ross McCarthy, Controller
Ph: (510) 747-4850

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws,

ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within thirty (30) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, both the City and Provider shall have the option, at their sole discretion and without cause, of terminating this Agreement by giving thirty (30) days' prior written notice to the other party as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party of litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and

future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

28. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

29. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended,

supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

F. H. Black & Company Incorporated
An incorporated company

DocuSigned by:

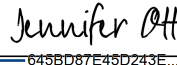


Jamie Black
President

FC3F6484FF2443B...

CITY OF ALAMEDA
A municipal corporation

DocuSigned by:




4/18/2023

Jennifer Ott
City Manager

645B087E45D243E...

RECOMMENDED FOR APPROVAL

DocuSigned by:



4/4/2023

Margaret L. O'Brien
Finance Director

8668CA7AAEQB4A9...

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



4/5/2023

Elizabeth A. Mackenzie
Chief Assistant City Attorney

2753DA3A4204469...

Quote

Unit #1 - 1596 Regent Avenue West, Suite 303
Winnipeg, MB, R2C 4H4, Canada



Appendix A: Statement of Work City of Alameda (Client) Joint Onboarding Workiva ACFR Automation

Project Description

1. F.H. Black & Company Incorporated (FHB) to guide the Client in reproducing the prior year City of Alameda, Annual Comprehensive Financial Report, Fiscal Year Ended June 30, 2022 (ACFR) utilizing Workiva.
 - a. We have utilized the Annual Comprehensive Financial Report, Fiscal Year Ended June 30, 2021, provided by the Client as the definition of your scoping requirements, as the current year ACFR was not available. Should the size of the document (230 pages) being set up vary in size or complexity significantly, additional fees may accrue.
 - b. Includes building 230 pages of content in the Workiva Document as formatted and outlined in the ACFR, to be provided by the client.
 - c. During implementation we may make recommendations for changes to improve usability, to simplify ongoing maintenance by your team, or on rare occasions due to technical capabilities of the software.
 - d. Workiva ACFR Automation timeline is 14 to 18 weeks after the kickoff call. Upon our receipt of executed agreements, we will schedule the project and the first two meetings (Project Planning and Project Kickoff) based on mutual availability.

FHB Responsibilities

1. CPA, Project Manager, and Client Success Manager assigned to the engagement.
2. Guide the Client through the entire implementation.
3. Provide a data model purpose-built for the Public Sector.
4. Importing the ACFR into a Wdesk document, setup sections, and linking all tables to supporting non-calculating spreadsheets.
5. Assist with loading data and demonstrate how to assign imported data to group codes.
6. For 92 pages of the document:
 - a. FHB will convert the non-calculating Spreadsheets to calculating by:
 - i. creating formulas for Wdata Connected Spreadsheets
 - ii. creating formulas for other supporting Spreadsheets
 - b. FHB will create calculating Spreadsheets for narrative values and link to the document
7. Setup and configuration of a validation dashboard with data validation check(s) and link(s). FHB has allocated up to 1 hour to support this functionality.
8. Initial setup and configuration of Adjusting Journal Entry Worksheet with queries back to Wdata.
9. Provide supplements to the standard Workiva training with custom training based on the setup throughout implementation.
10. Setup Wdata and chains/scripts to load standard exported content from the Client ERP system via supported Cloud Storage (Box.com, DropBox, OneDrive, SharePoint, ShareFile) or SFTP folder. Includes up to 3 source files (csv, xlsx) for purposes of pulling in required trial balance details.

Client Responsibilities

1. Project Sponsor and Client Subject Matter Expert will read the article/requirements for successful self-implementation projects (<https://blog.fhblackinc.com/self-implementation-is-it-right-for-you>) and affirm that the Client is confident in their abilities/capacity to complete this project.
2. Provide FHB with administrative/owner access to the Workiva workspace.
3. Team members working on the project will take the courses recommended by FHB from the Workiva Learning Hub (approximately 10 hours per person).
4. With Joint Onboarding the Client is responsible for implementation tasks. Consequently, the Client will be significantly responsible for meeting project timelines and deadlines.
5. The Client uploads the ACFR-related data and documents per FHB instructions for the FHB consultant to review including all required underlying ERP/Budget software detail.

Quote

Unit #1 - 1596 Regent Avenue West, Suite 303
Winnipeg, MB, R2C 4H4, Canada

LEAVE NOTHING
TO CHANCE



6. Provide ongoing guidance to the FHB team respecting presentation and disclosure requirements, general ledger structure, year-end processes, etc., as necessary.
7. Provide a mapping/group legend for each value in the MD&A, statements, schedules, and footnotes.
8. Assign all accounts by, at minimum, Object and Function as recommended/advised by FHB within Wdesk.
9. For the remaining 138 pages of the 230-page documents not linked by FHB:
 - a. Client will convert the non-calculating Spreadsheets to calculating by:
 - i. creating formulas to Wdata Connected Sheets
 - ii. creating formulas to other supporting Spreadsheets
 - b. Client will create calculating Spreadsheets for narrative values and link to the document
10. Review the document for non-GL-driven data and create Spreadsheets for work papers, other calculations, or specifying as input.
11. Complete miscellaneous tasks that may be assigned during the implementation including the configuration of any work papers deemed necessary to automate complex values.
12. Reconcile the financial data within the Wdesk as necessary to agree with previously published reports. This process may also require posting adjusting journal entries within Wdesk or the accounting system. If this is necessary, the Client will be responsible for this work.
13. If necessary, create additional data validation checks and link to the validation dashboard to ensure accuracy throughout the solution.
14. Review, test, and sign-off on all FHB work within five (5) business days of receipt.

Project Completion

The project is complete when the City of Alameda Annual Comprehensive Financial Report, Fiscal Year Ended June 30, 2022 document in Workiva duplicates the formerly published ACFR and is accepted by Client.

| CERTIFICATE OF LIABILITY INSURANCE | | | | | ISSUE DATE YYYY/MM/DD 2023/04/19 | | | | | | | | | | | | | | | | | |
|--|---------------|------------------------------|---|---|---|--|-----------------|--------------|--------------------------|--------------|---------------------------------|--------------|----------------------------|--------------|------------------------------|--------------|--------------------------|------------|----------------------|--------------|------------------|-----------|
| BROKER <div style="display: flex; align-items: center;"> <div> PROLINK Insurance Inc. 2401-150 King Street, West Toronto, ON M5H 1J9 Canada PHONE: 416-595-7484 FAX: 416-595-1649 </div> </div> | | | This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below. | | | | | | | | | | | | | | | | | | | |
| INSURED'S FULL NAME AND MAILING ADDRESS F.H. Black & Company Inc 1-1596 Regent Ave W Suite 303 Winnipeg, MB R2C 4H4 Canada | | | Company A | | Trisura Guarantee Insurance Company | | | | | | | | | | | | | | | | | |
| | | | Company B | | | | | | | | | | | | | | | | | | | |
| | | | Company C | | | | | | | | | | | | | | | | | | | |
| | | | Company D | | | | | | | | | | | | | | | | | | | |
| | | | Company E | | | | | | | | | | | | | | | | | | | |
| COVERAGES | | | | | | | | | | | | | | | | | | | | | | |
| This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. | | | | | | | | | | | | | | | | | | | | | | |
| LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS | | | | | | | | | | | | | | | | | | | | | | |
| TYPE OF INSURANCE | CO LTR | POLICY NUMBER | EFFECTIVE DATE YYYY/MM/DD | EXPIRY DATE YYYY/MM/DD | LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) | | | | | | | | | | | | | | | | | |
| COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE <input checked="" type="checkbox"/> HIRED AUTOMOBILE | A | TOP1003266 | 2023/03/21 | 2024/03/21 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PERSONAL INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>EMPLOYER'S LIABILITY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>TENANT'S LEGAL LIABILITY</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>NON-OWNED AUTOMOBILE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>HIRED AUTOMOBILE</td><td style="text-align: right;">\$ 50,000</td></tr> </table> | | EACH OCCURRENCE | \$ 2,000,000 | GENERAL AGGREGATE | \$ 4,000,000 | PRODUCTS - COMP/OP AGGREGATE | \$ 2,000,000 | PERSONAL INJURY | \$ 2,000,000 | EMPLOYER'S LIABILITY | \$ 2,000,000 | TENANT'S LEGAL LIABILITY | \$ 500,000 | NON-OWNED AUTOMOBILE | \$ 1,000,000 | HIRED AUTOMOBILE | \$ 50,000 |
| EACH OCCURRENCE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 4,000,000 | | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | |
| PERSONAL INJURY | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | |
| EMPLOYER'S LIABILITY | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | |
| TENANT'S LEGAL LIABILITY | \$ 500,000 | | | | | | | | | | | | | | | | | | | | | |
| NON-OWNED AUTOMOBILE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | |
| HIRED AUTOMOBILE | \$ 50,000 | | | | | | | | | | | | | | | | | | | | | |
| AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> | | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>BODILY INJURY</td><td></td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> <tr><td>COMBINED</td><td></td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> </table> | | BODILY INJURY | | PROPERTY DAMAGE | \$ | COMBINED | | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE | \$ | | | | |
| BODILY INJURY | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE | \$ | | | | | | | | | | | | | | | | | | | | | |
| COMBINED | | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE | \$ | | | | | | | | | | | | | | | | | | | | | |
| EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> </table> | | EACH OCCURRENCE | \$ | AGGREGATE | \$ | | | | | | | | | | | | |
| EACH OCCURRENCE | \$ | | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ | | | | | | | | | | | | | | | | | | | | | |
| OTHER (SPECIFY) Professional Liability (Errors & Omissions) including Network Security & Privacy Breach Liability Fidelity Crime | A | TPL1014797 TFD1006960 | 2023/03/21 | 2024/03/21 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Per Claim</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Maximum Policy Aggregate</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Network Security/Privacy Breach</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Employee Dishonesty</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>Third Party Liability</td><td style="text-align: right;">\$ 100,000</td></tr> </table> | | Per Claim | \$ 2,000,000 | Maximum Policy Aggregate | \$ 2,000,000 | Network Security/Privacy Breach | \$ 2,000,000 | Employee Dishonesty | \$ 100,000 | Third Party Liability | \$ 100,000 | | | | | | |
| Per Claim | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | |
| Maximum Policy Aggregate | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | |
| Network Security/Privacy Breach | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | |
| Employee Dishonesty | \$ 100,000 | | | | | | | | | | | | | | | | | | | | | |
| Third Party Liability | \$ 100,000 | | | | | | | | | | | | | | | | | | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured) The City of Alameda is added as Additional Insured with respect to the Commercial General Liability but only with respect to the Operations of the Named Insured. F.H. Black & Company Inc. Certificate Holder is added as Additional Insured with respect to the Commercial General Liability but only with respect to the Operations of the Named Insured. | | | | | | | | | | | | | | | | | | | | | | |
| CERTIFICATE HOLDER | | | | CANCELLATION | | | | | | | | | | | | | | | | | | |
| The City of Alameda 2263 Santa Clara Ave Alameda, CA 94501 | | | | Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. AUTHORIZED REPRESENTATIVE <div style="text-align: center; margin-top: 10px;"> </div> Per: _____ Page 1 of 1 | | | | | | | | | | | | | | | | | | |