

AUDIT SERVICES AGREEMENT

This Audit Services Agreement ("Agreement") is dated July 9, 2019 and is between Brown Armstrong Accountancy Corporation, a California corporation ("Contractor") and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. The County published its Request for Proposal No. 19-051 for External Audit Services, dated February 12, 2019, and Addendum Number 1 to that request, dated February 25, 2019 (together, the "RFP"), in order to seek the independent and professional external audit services of a qualified certified public accounting firm for the County's Fiscal Year 2019-19.

B. The Contractor submitted its "Proposal for External Audit Services," dated March 12, 2019, in response to the RFP ("Contractor's Proposal").

C. The parties desire that the Contractor shall provide independent audit services to the County for each Fiscal Year Covered by this Agreement (as that term is defined in section 7.3).

D. The Contractor's Proposal represents to the County that:

1. The Contractor is highly qualified to provide the most efficient and responsive independent professional audit services to the County;
2. The Contractor is familiar with and has a comprehensive understanding of the County's operations, accounting systems, and policies;
3. The Contractor has extensive experience in serving public sector clients;
4. The Contractor proposes a very qualified auditing team which has worked on other large audits;
5. Each of the Contractor's partners, senior managers and other supervisory professionals, whom the Contractor has selected to provide services for the County, specializes in the government industry; and
6. The contractor meets the independence standards contained in *Government Auditing Standards*, issued by the United States General Accounting Office ("the Yellow Book"), and is independent of the County and all of the other agencies listed in section 2.1 of this Agreement.

E. The parties desire to enter into an agreement for the provision of independent, professional audit services by a qualified certified public accounting firm as requested by the County and proposed by the Contractor.

The parties therefore agree as follows:

Article 1

Contractor's Warranties, Representations, Covenants, and Assurances

1.1 The Contractor warrants, represents, and covenants to the County that:

(A) The Contractor is highly qualified to provide the most efficient and responsive independent, professional audit services to the County;

(B) The Contractor is familiar with and has a comprehensive understanding of the County's operations, accounting systems, and policies;

(C) The Contractor has extensive experience in serving public sector clients;

(D) The Contractor proposes and will assign a very qualified audit team which has worked on other large audits;

(E) Each of the Contractor's partners, senior managers, managers, and other supervisory professionals, whom the Contractor has selected to provide services for the County, specializes in the government industry; and

(F) The Contractor meets the independence standards contained in the Yellow Book, and is independent of the County and all of the County's independent component units.

1.2 **Contractor's Professional Team.** The Contractor will use its best efforts to assign the professionals identified in this section 1.2 ("Contractor's Professional Team") to perform services under this Agreement. Contractor's Professional Team is composed of the following persons:

Name	Professional Staff Level
Eric H. Xin, CPA, MBA	Engagement Partner
Thomas M. Young, CPA	Engagement Co-Partner
Lindsay B. McGuire, CPA	Concurring Review Partner
Mai Xiong, CPA	Engagement Manager

Vivi T. Le, CPA	Engagement Senior
Paul Sahota, CPA	Engagement Senior
Evan Lucero	Engagement Staff
Nikki Rios	Engagement Staff
Marleen Rojas	Engagement Staff

1.3 Acknowledgment of Unrelated Services. The parties acknowledge that the Contractor, as an independent contractor, intends to use members of Contractor's Professional Team during the term of this Agreement to provide services to others unrelated to the County or to this Agreement, but the Contractor agrees that it will not enter into any other agreements or engagements for other clients that would materially impair the Contractor's ability to have members of Contractor's Professional Team available to perform services under this Agreement.

1.4 Replacements on Contractor's Professional Team. If the Contractor appoints a replacement for any of Contractor's Professional Team members with another one of the Contractor's professionals, the Contractor shall promptly notify the County of that change in writing, and provide the replacement professional at no additional cost to the County. The replacement professional must possess a similar level of governmental auditing experience and expertise required to allow the Contractor to fully and properly carry out its obligations under this Agreement, and the replacement professional must be one who is, in the normal course of the Contractor's business, classified by the Contractor at the same or a higher professional staff level as the professional replaced. The County Administrative Officer reserves the right to approve or reject any of the Contractor's replacement professionals. The County Administrative Officer shall promptly notify the Contractor of the approval or rejection of a replacement professional following the County's receipt of notice of the replacement professional's appointment by the Contractor.

1 **Article 2**

2 **Obligations of the Contractor**

3 2.1 **Audit Services.** For each Fiscal Year Covered by this Agreement (as that term is
4 defined in section 7.3), the Contractor shall provide the following audit services:

5 (A) The Contractor shall perform an audit of the County's basic financial statements,
6 supplementary information, and required supplementary information, in accordance with
7 auditing standards generally accepted in the United States of America and the standards
8 applicable to financial audits contained in the Yellow Book.

9 (B) The Contractor shall perform a Single Audit of the County's federally funded
10 grant programs in accordance with the Office of Management and Budget's *Uniform*
11 *Administrative Requirements, Cost Principles, and Audit Requirements for Federal*
12 *Awards*, at Code of Federal Regulations, Title 2, Part 200 ("Uniform Guidance"). In
13 addition, the Contractor shall prepare the related *Data Collection Form for Reporting on*
14 *Audits of States, Local Governments, Indian Tribes, Institutions of Higher Education, and*
15 *Non-Profit Organizations* (Form SF-SAC).

16 (C) The Contractor shall perform a count of monies in the County Treasury at least
17 once each quarter (i.e., for the quarters ending on September 30, December 31, March
18 31, and June 30 for each Fiscal Year Covered by this Agreement), and issue quarterly
19 reports to the County's Audit Committee and the Board of Supervisors of procedures
20 performed in that count.

21 (D) The Contractor shall perform an audit of the California Emergency Management
22 Agency ("CalEMA"), Office of Criminal Justice Planning ("OCJP"), and Fresno County
23 Transportation Authority ("Measure C") grants.

24 (E) The Contractor shall prepare a financial assurance letter for the Coalinga,
25 Southeast Regional, and Blue Hills Disposal Sites for the California Environmental
26 Protection Agency to satisfy the requirements of California Code of Regulations, Title 27,
27 Division 2, Subdivision 1, Chapter 6, section 22249.
28

1 (F) The Contractor shall perform a financial review of the County's appropriations
2 limit as required by Proposition 111.

3 (G) The Contractor shall issue the necessary annual audit reports for the purpose of
4 meeting the requirements of California Government Code, Title 5, Division 2, Part 1,
5 Chapter 4, Article 1, sections 53600, 53601 and 53607; Article 2, sections 53635 and
6 53646; and Title 3, Division 2, Part 3, Chapter 5, Article 6, sections 27130 through
7 27137, related to the County Treasury Pool and the County's Investment Policy.

8 (H) The Contractor shall perform an audit of the Fresno County In-Home Supportive
9 Services Public Authority.

10 (I) The Contractor shall perform an audit of the Fresno County Zoo Authority.

11 (J) The Contractor shall perform an audit of the Fresno County Tobacco Funding
12 Corporation.

13 (K) The Contractor shall perform an audit of the Fresno County Service Areas,
14 Waterworks Districts, Maintenance Districts, Highway Lighting Districts, and Solid Waste
15 Commissions.

16 (L) The Contractor shall issue a report for the purpose of meeting the audit
17 requirements of the Fresno County Community Corrections Partnership Executive
18 Committee established by Assembly Bill 118 for Fund 0271, Subclass 13020,
19 Organization 3436, Local Community Corrections Account. Notwithstanding anything
20 else in this Agreement, the first report that the Contractor issues under this section
21 2.1(L) shall cover the 2017-18 and 2018-19 fiscal years.

22 2.2 The purpose of the audit of the financial statements of the County and the other
23 agencies listed above is to enable the Contractor to issue the written independent auditor's
24 reports listed in section 3.2.

25 2.3 The Contractor shall audit the combining and individual fund statements,
26 supplementary information, and required supplementary information. For each Fiscal Year
27 Covered by this Agreement, the Contractor shall also provide an "in-relation-to" report on
28 supporting statements and schedules based on the auditing procedures applied during the audit

1 of the County's basic financial statements in accordance with applicable laws, regulations, and
2 professional standards. In addition, the Contractor shall read other information that the
3 Contractor is aware of in order to identify material inconsistencies with the audited financial
4 statements, including other information of the comprehensive annual financial report.

5 2.4 The Contractor is not required to audit the schedule of expenditures of federal
6 awards. However, for each Fiscal Year Covered by this Agreement, the Contractor shall provide
7 an "in-relation-to" report on that schedule based on the auditing procedures applied during the
8 audit of the County's basic financial statements in accordance with applicable laws, regulation,
9 and professional standards.

10 2.5 For each Fiscal Year Covered by this Agreement, the Contractor shall meet
11 separately with the County's Audit Coordinator (as that term is defined in section 6.1 of this
12 Agreement) during the year-end fieldwork and bi-weekly thereafter as deemed necessary by the
13 County's Audit Coordinator, to discuss the audit progress. A written status report on audit
14 progress and instances of failure by either party to comply with the terms of the Agreement shall
15 be provided by the Contractor and discussed during these meetings. That report to the County
16 is not, in and of itself, notice to the County that the County is in breach of this Agreement. Also,
17 at those meetings, the County's Audit Coordinator shall present any deviations that Contractor
18 has made from the work schedule requirements. Any revision to the scheduled requirements
19 must be agreed upon in writing by both the County's Audit Coordinator and the Contractor.

20 2.6 For each Fiscal Year Covered by this Agreement, the Contractor shall audit all
21 federally-funded grant programs for which the County disbursed federal funds, when identified
22 by the County, even if those programs are not listed in this Agreement. The Contractor is not
23 responsible for auditing County's sub-recipients of federal funds disbursed by the County.

24 2.7 The County has federally-funded programs not appearing in this Agreement, which
25 are major programs, as defined under the Single Audit Act of 1984 (P.L. 98-502) as amended
26 by the Single Audit Act Amendments of 1996 (P.L. 104-156) (collectively, "Single Audit Act") and
27 the Uniform Guidance, and the Contractor is required, for each Fiscal Year Covered by this
28 Agreement, to expend in excess of 100 professional staff hours of audit field work in order for

1 the Contractor to complete the performance of its obligations under this Agreement in
2 connection with the Single Audit Act and the Uniform Guidance. The Contractor will be
3 compensated for the additional time of audit fieldwork, above such 100 professional staff hours,
4 at the rates of compensation identified in Article 9 of this Agreement, "Compensation and
5 Invoicing," but only upon the execution of a written amendment between the parties under
6 section 16.1.

7 2.8 The Contractor shall submit by mail the confirmations prepared and delivered by the
8 Auditor-Controller/Treasurer-Tax Collector under section 6.2 of this Agreement.

9 **Article 3**

10 **Performance of Work**

11 3.1 **Method of Auditing.** The Contractor's shall perform audit services under this
12 Agreement in accordance with auditing standards generally accepted in the United States of
13 America and *Government Auditing Standards*, issued by the Comptroller General of the United
14 States; the Single Audit Act; the U.S. Office of Management and Budget (OMB) Circular A-133,
15 *Audits of States, Local Governments, and Non-Profit Organizations* and the related compliance
16 supplement ("OMB Circular A-133"), and any other applicable laws, regulations, and
17 professional standards.

18 3.2 **Issuance of Reports.** For each Fiscal Year Covered by this Agreement, following
19 the Contractor's completion of the audit of the fiscal year's financial statements, the Contractor
20 shall issue to the County's Audit Committee the following written reports in accordance with
21 applicable laws, regulations, and professional standards:

22 (A) The Contractor shall issue a written independent auditor's report regarding the
23 County's basic financial statements.

24 (B) The Contractor shall issue a written independent auditor's report regarding the
25 County's internal controls over financial reporting based on the Contractor's
26 understanding of the internal controls and assessment of control risk. In addition, the
27 Contractor shall communicate in writing to the County's Audit Committee any Significant
28 Deficiencies, Material Weaknesses, or both found during the audit. A "Significant

1 Deficiency” is a deficiency, or a combination of deficiencies, in internal control over
2 financial reporting that is less severe than a material weakness, yet important enough to
3 merit attention by those responsible for oversight of the organization. A “Material
4 Weakness” is a deficiency, or a combination of deficiencies, in internal control, such that
5 there is reasonable possibility that a material misstatement of the entity’s financial
6 statements will not be prevented, or detected and corrected on a timely basis.

7 (C) The Contractor shall issue a written independent auditor’s report regarding the
8 County’s compliance with applicable laws and regulations. The report on compliance
9 shall include all material instances of noncompliance. This report may be combined with
10 the report required under section 3.2(B).

11 (D) The Contractor shall issue a written independent auditor’s “in relation to” report
12 on the schedule of expenditures of federal awards.

13 (E) The Contractor shall issue a written independent auditor’s report regarding the
14 County’s internal control over major federal programs describing the scope of testing of
15 internal control and the results of the tests, and, where applicable, a schedule of findings
16 and questioned costs.

17 (F) The Contractor shall issue a written independent auditor’s report regarding the
18 County’s compliance with laws, regulations, and the provisions of contracts or grant
19 agreements, noncompliance with which could have a material effect on the County’s
20 financial statements. This report must include an opinion (or disclaimer of opinion) on
21 compliance with laws, regulations, and the provisions of contracts or grant agreements
22 that may have a direct and material effect on each major federal program, and, where
23 applicable, a schedule of findings and questioned costs. This report may be combined
24 with the report required under section 3.2(E).

25 (G) The Contractor shall issue quarterly reports of procedures related to the count of
26 money in the County Treasury for the quarters ending June 30, September 30,
27 December 31, and March 31.

1 (H) The Contractor shall issue a written independent auditor's report regarding the
2 County's administration of the Measure C funds received by the County's Road Fund
3 and CalEMA and OCJP grants in order to meet the audit requirements of those grants.

4 (I) The Contractor shall issue a financial assurance letter on the Coalinga,
5 Southeast Regional, and Blue Hills Disposal Sites for the California Environmental
6 Protection Agency to satisfy the requirements of California Code of Regulations, Title 27,
7 Division 2, Subdivision 1, Chapter 6, section 22249.

8 (J) The Contractor shall issue a written report on the financial review of the County's
9 annual calculation of its appropriations limit as required by Proposition 111.

10 (K) The Contractor shall issue a written independent auditor's report regarding the
11 County's compliance with California Government Code, Title 5, Division 2, Part 1,
12 Chapter 4, Article 1, sections 53600, 53601 and 53607; Article 2, sections 53635 and
13 53646; and Title 3, Division 2, Part 3, Chapter 5, Article 6, sections 27130 through
14 27137, related to the County Treasury Pool and the County's Investment Policy.

15 (L) The Contractor shall issue a written independent auditor's report on the Fresno
16 County In-Home Supportive Service Public Authority.

17 (M) The Contractor shall issue a written independent auditor's report for the Fresno
18 County Zoo Authority.

19 (N) The Contractor shall issue a written independent auditor's report for the Fresno
20 County Tobacco Funding Corporation.

21 (O) The Contractor shall issue written independent auditor's reports for the Fresno
22 County Service Areas, Waterworks Districts, Maintenance Districts, Highway Lighting
23 Districts, and Solid Waste Commissions.

24 (P) The Contractor shall issue written independent auditor's reports to satisfy the
25 audit requirements for the Fresno County Community Corrections Partnership Executive
26 Committee.

27 3.3 **Copies of Reports.** The Contractor shall provide to the County 20 copies of all
28 reports listed above, as well as copies for all filings with other government agencies.

1 **3.4 Irregularities and Illegal Acts.** CONTRACTOR shall promptly make a written report
2 to the COUNTY's Audit Committee (provided however, for any act involving a member of the
3 Audit Committee, to the Board of Supervisors) of all irregularities or illegal acts of which
4 CONTRACTOR becomes aware.

5 **3.5 Release of Information.** Any reports, information or other data prepared or
6 assembled by the Contractor under this agreement shall not be made available to any
7 individual, organization or entity by the Contractor without the express written consent of the
8 County.

9 **3.6 Reporting to the Audit Committee.** Pursuant to AICPA Statement on Auditing
10 Standards No. 114, "The Auditor's Communications With Those Charged With Governance,"
11 effective December 15, 2006, the Contractor shall ensure that the County's management
12 charged with governance, including the Audit Committee, is informed in writing of each of the
13 following applicable matters, as defined in such statement on auditing standards:

14 (A) The Contractor's responsibility to the County under generally accepted auditing
15 standards;

16 (B) Significant accounting practices, including accounting policies and estimates, and
17 financial statement disclosures;

18 (C) Management judgments and accounting estimates;

19 (D) Significant audit adjustments;

20 (E) Other information in documents containing audited financial statements;

21 (F) Disagreements with management;

22 (G) Management consultation with other accountants;

23 (H) Major issues discussed with management prior to retention; and

24 (I) Difficulties encountered in performing each audit performed under this
25 Agreement.

26 **3.7 Special Considerations.**

27 (A) It is understood that the County will send its Comprehensive Annual Financial
28 Report to the Government Finance Officers Association of the United States and

1 Canada (GFOA) for review in its Certificate of Achievement for Excellence in Financial
2 Reporting program for each of the Fiscal Years Covered by this Agreement. The parties
3 anticipate that the Contractor, at no additional cost to the County, shall provide minor
4 assistance to the County to meet the requirements of that program. The Contractor shall
5 complete its Independent Auditor's Report on the County's basic financial statements for
6 inclusion in the County's Comprehensive Annual Financial Report in sufficient time for
7 County to meet the GFOA report deadline.

8 (B) During each Fiscal Year Covered by this Agreement, the County may prepare
9 one or more official statements in connection with the sale of one or more series of tax
10 and revenue anticipation notes (issued under Government Code Sections 53850 et seq.)
11 which will contain the County's basic financial statements and the Contractor's audit
12 report for those statements. During each Fiscal Year Covered by this Agreement, the
13 County may also prepare one or more official statements in connection with the sale of
14 one or more other municipal debt securities, which will contain the County's basic
15 financial statements and the Contractor's audit report for those statements. The
16 Contractor, at no additional cost to the County, shall, if requested by the County's fiscal
17 advisor and/or the underwriter working in connection with the sale of such tax and
18 revenue anticipation notes or any such other municipal debt securities, issue a "consent
19 and citation of expertise" letter as the auditor for the County, and any necessary "comfort
20 letters," as defined in AICPA Codification of Statements on Auditing Standards AU 634 ,
21 "Letters for Underwriters and Certain Other Requesting Parties."

22 (C) The County has determined, and Contractor acknowledges, that the California
23 State Controller will function as the Cognizant Agency in accordance with the provisions
24 of the Single Audit Act, the Uniform Guidance, and OMB Circular A-133 under contract
25 by the United States Department of Health and Human Services.

26 (D) The schedule of expenditures of federal awards and related auditor's report, as
27 well as the reports on the internal control structure and compliance will not be included in
28 the County's Comprehensive Annual Financial Report, but must be issued separately.

(E) All other special reports required to be prepared and provided under this Agreement will not be included in the County's comprehensive annual financial report, but must be issued separately.

Article 4

Dates and Timelines

4.1 **Time of the Essence.** The Contractor acknowledges that time is of the essence in the performance of its services under this Agreement.

4.2 **County Readiness.** The County will have financial system records ready for audit and all management personnel available to meet with the Contractor's personnel as of June 10 of each Fiscal Year Covered by this Agreement, except that for the first Fiscal Year Covered by this Agreement, the County will be ready within 30 days after the County executes this Agreement.

4.3 **Completion Dates.** For each Fiscal Year Covered by this Agreement, the Contractor shall complete the following tasks by the following dates for the relevant fiscal year. For purposes of this schedule, "the relevant fiscal year" means the fiscal year under audit.

(A) **Interim Work.** The Contractor shall complete all interim work by July 31 after the relevant fiscal year.

(B) **Detailed Audit Plan.** The Contractor shall provide the County, by September 13 after the relevant fiscal year, both a detailed audit plan and list of schedules to be prepared by the County.

(C) **Fieldwork.** The Contractor shall complete all fieldwork by October 31 after the relevant fiscal year.

(D) **CAFR Draft Reports.** The Contractor shall have drafts of the audit reports and recommendations to management available for review by the County's Auditor-Controller/Treasurer-Tax Collector by November 15 after the relevant fiscal year.

(E) **Management Letter and SAS 114 Audit Committee Communication.** The Contractor shall complete and provide draft report copies of the County Management

Letter and SAS 114 Audit Committee Communication by November 27 after the relevant fiscal year.

(F) **Federal Single Audit.** The Contractor shall complete and provide draft copies, to the County's Auditor-Controller/Treasurer-Tax Collector, of the Federal Single Audit Report by February 7 after the relevant fiscal year, in order to meet the deadline of March 31 after the relevant fiscal year to the State Controller.

(G) **Quarterly Cash Counts.** The Contractor shall provide quarterly cash counts for quarters ending September 30, December 31, March 31, and June 30 within 60 days after the end of each quarter.

(H) **OCJP Audit and Disposal Site Review.** The Contractor shall complete and provide draft report copies of the OCJP Audit and the Coalinga, Southeast Regional, and Blue Hills Disposal Site Review by February 15 after the relevant fiscal year to meet the filing deadline of March 15 after the relevant fiscal year.

(I) **Draft Reports and Appropriations Limit.** The Contractor shall complete and provide draft report copies related to Treasury Oversight by November 27 after the relevant fiscal year and the Gann Appropriations Limit by September 13 after the relevant fiscal year.

(J) **Measure C.** The Contractor shall complete and provide draft report copies related to the Measure C audit by February 15 after the relevant fiscal year.

(K) **In-Home Support Services Public Authority.** The Contractor shall complete the draft audit report by May 1 after the relevant fiscal year.

4.4 **Revision of Completion Dates.** Notwithstanding anything else stated to the contrary in this Article 4, the parties may mutually agree in writing to revise the date of completion of any of the Contractor's work under this agreement, if they confirm that agreement in writing. The County Administrative Officer may confirm such an agreement on behalf of the County.

1 **Article 5**

2 **Access to Working Papers**

3 5.1 **County's Right to Access Working Papers.** The County has the right under this
4 Agreement to authorize the County's Designees to have the right, during the Contractor's
5 normal office hours with reasonable, advance notification given to the Contractor, to access all
6 of the Contractor's working papers and reports prepared under this Agreement, including the
7 Contractor's Proprietary Information contained in those papers and reports. The term "County's
8 Designees" means any interested Federal Agency (including the United States General
9 Accounting Office), any interested State of California Agency, the Cognizant Agency designated
10 by the Federal Government in accordance with the provisions of the Single Audit Act and OMB
11 Circular A-133, any person or entity, however organized, designated by the Federal or California
12 State governments, or of their agencies, or by the County as part of an audit quality review
13 process, auditors of entities of which the County is a sub-recipient of Federal or State grant
14 funds, or auditors of entities of which the County is a component unit. But the "County's
15 Designees" do not include the County, any of its officials, or an independent auditor of the
16 County that is a successor of the Contractor.

17 5.2 **Compliance with Inquiries to Access Working Papers.** The Contractor shall
18 comply with the reasonable inquiries of the County (including the County Administrative Officer
19 and the County's Auditor-Controller/Treasurer-Tax Collector) or any independent auditor of the
20 County that is a successor of the Contractor, and allow the County (including the County
21 Administrative Officer and the County's Auditor-Controller/Treasurer-Tax Collector) and such
22 successor independent auditors to have access to all of the Contractor's working papers and
23 reports relating to matters of continuing accounting significance, except that the County
24 (including the County Administrative Officer and the County's Auditor-Controller/Treasurer-Tax
25 Collector) and such successor independent auditors are not authorized under this section 5.2 to
26 have access to Contractor's Proprietary Information.

27 5.3 **Definition of Proprietary Information.** For purposes of this Article 5, "Proprietary
28 Information" means documents and other material created by the Contractor that relate

principally to the conduct any audit by the Contractor under this Agreement and would be generally recognized in the professional independent auditing industry as containing or revealing the Contractor's unique audit procedures or processes, confidential information, or trade secrets (e.g., the Contractor's audit programs or audit planning memoranda).

5.4 **Retention Period.** All of the Contractor's working papers and reports must be retained, at the Contractor's sole expense, for a minimum of four years following the completion of the Contractor's performance of audit services under this Agreement, unless and until the county notifies the Contractor within that four-year period that the retention period must be extended.

5.5 **Survival.** The terms of this Article 5, "Access to Working Papers," shall survive the termination of this Agreement.

Article 6

Obligations of the County

6.1 **County's Audit Coordinator.** The Accounting and Financial Division Chief for the Financial Reporting and Audits Division of the County's Auditor-Controller/Treasurer-Tax Collector's office is the County's Audit Coordinator. The responsibilities of the Audit Coordinator include advising County departments of the Contractor's audit schedule and the anticipated areas planned for audit, and working with the county departments and obtaining their cooperation to enable the Contractor to fulfill its obligations under this Agreement. The Contractor shall provide sufficient, advance information to permit the County's Audit Coordinator to fulfill its responsibilities under this Agreement.

6.2 **Auditor-Controller/Treasurer-Tax Collector.** The Auditor-Controller/Treasurer-Tax Collector staff and responsible management personnel will be available to assist the Contractor by providing information, documentation, and explanations as needed for the Contractor to perform services under this agreement. The accurate preparation of confirmations, as requested by the Contractor, is the responsibility of the Auditor-Controller/Treasurer-Tax Collector, which will deliver them to the Contractor.

1 (A) For each Fiscal Year Covered by this Agreement, the Auditor-
2 Controller/Treasurer-Tax Collector will provide up to 40 hours of clerical support the
3 external auditor to prepare and print letters and coordinate communication regarding
4 meetings.

5 (B) For each Fiscal Year Covered by this Agreement, the Auditor-
6 Controller/Treasurer-Tax Collector will provide up to 120 hours of staff time to assist the
7 contractor in performing audit tests.

8 **6.3 Electronic Data Processing Assistance.** The Information Technology Division of
9 the County's Internal Services Department ("IT/ISD") will provide reasonable assistance as
10 listed in subdivision (A) and (B) below as needed for the Contractor to perform services under
11 this agreement. "Reasonable assistance" means assistance that does not interfere with the
12 delivery by IT/ISD of services and support to County departments.

13 (A) IT/ISD will provide Electronic Data Processing personnel to provide systems
14 documentation and explanations.

15 (B) IT/ISD will provide computer time and use of computer hardware and software.

16 **6.4 Statements and Schedules.** The Auditor-Controller/Treasurer-Tax Collector will
17 prepare statements and schedules for the external auditor by the dates indicated in section 4.3
18 of this Agreement.

19 **6.5 Work Area, Telephone, Photocopying and Fax Machines.** The County will provide
20 the Contractor with reasonable workspace, including desk and chairs, as needed for the
21 Contractor to perform services under this Agreement. The County will also provide the
22 Contractor with access to one telephone line, photocopying facilities, and access to a fax
23 machine subject to the following restrictions:

24 (A) The items provided under this section 6.5 are only available during the operating
25 hours of the County department where they are located.

26 (B) Phone calls are limited to local calls.

27 (C) Workspace is provided subject to the capacity of the County department where it
28 is located. The County anticipates that the Auditor-Controller/Treasurer-Tax Collector will

1 have workspace for up to five Contractor personnel at a time, but cannot guarantee that
2 quantity of workspace.

3 (D) Fax services are limited to local service of an emergency nature.

4 (E) The Contractor may only access photocopying facilities with prior approval by
5 County department management where the facilities are located.

6 **6.6 Report Preparation.** The County is responsible for preparation, editing, and printing
7 of its basic financial statements.

8 **Article 7**

9 **Term**

10 7.1 This Agreement is effective when both parties have signed and continues until the
11 Contractor has performed all of its obligations under this Agreement for the 2018-19 fiscal year,
12 or until June 30, 2020, whichever occurs later, unless this Agreement is terminated sooner as
13 provided in Article 8, or extended as provided in section 7.2.

14 7.2 **Optional Extension.** This Agreement may be extended for up to four additional
15 consecutive 12-month periods upon signed written approval of both parties no later than 60
16 days prior to the first day of the next 12-month extension period. The County Administrative
17 Officer or his or her designee is authorized to sign such written approval on behalf of the
18 County.

19 7.3 **Definition of "Fiscal Year Covered by this Agreement."** The term "Fiscal Year
20 Covered by this Agreement" means the 2018-19 fiscal year and, for each extension authorized
21 under section 7.2, the fiscal year ending 12 months before the last day of the extension period.

22 **Article 8**

23 **Termination**

24 8.1 **Non-Allocation of Funds.** The terms of this Agreement, and the services to be
25 provided under it, are contingent on the approval of funds by the appropriating government
26 agency. If sufficient funds are not allocated, the services provided may be modified, or this
27 Agreement terminated, at any time by the County giving the Contractor 30 days' advance
28 written notice.

8.2 **Breach of Contract.** The County may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the County there is:

(A) An illegal or improper use of funds;

(B) A failure to comply with any term of this Agreement;

(C) A substantially incorrect or incomplete report submitted to the County;

(D) Improperly performed service.

8.3 **Without Cause.** Under circumstances other than those set forth above, the County may terminate this Agreement by giving of at least 30 days' advance written notice to the Contractor of the County's intention to terminate.

8.4 **County's Right to Demand Repayment.** The County has the right to demand of the Contractor the repayment to the County of any funds disbursed to the Contractor under this Agreement, which in the sole judgment of the County were not expended in accordance with the terms of this Agreement. The Contractor shall promptly refund any such funds upon demand.

Article 9

Compensation and Invoicing

9.1 The County agrees to pay the Contractor, and the Contractor agrees to receive, payment under this Article 9 as full compensation for services performed under this Agreement.

9.2 Hourly Rates. The hourly rates for the Contractor's personnel are as follows:

(A) \$180 per hour for partners;

(B) \$120 per hour for managers;

(C) \$100 per hour for supervisory staff;

(D) \$70 per hour for staff; and

(E) \$50 per hour for other (clerical).

9.3 **Progress Payments.** Subject to the maximum amounts payable in section 9.4, the County will make progress payments based on the hours of work actually performed during the term of this Agreement. Progress billings must cover a period of not less than four weeks, but the Contractor may not submit more than one billing in any calendar month. The Contractor

1 shall submit progress billing invoices to the address provided for the County in Article 14 of this
2 Agreement.

3 9.4 **Maximum Amount Payable.** The total maximum amount payable to the Contractor
4 for performing all services under this Agreement will not exceed \$198,000 for each Fiscal Year
5 Covered by this Agreement. For each of the tasks described in section 2.1 of this Agreement
6 (including all of the reports required under section 3.2 of this Agreement), the maximum amount
7 payable to the Contractor is as stated below (which amounts total \$198,000). The maximum
8 compensation amounts in this section 9.4 are calculated according to the schedules in Exhibit B
9 to this Agreement, as stated below.

10 (A) For the audit of the County's basic financial statements, supplementary
11 information, and required supplementary information, \$54,100 (Exhibit B, page B-2);

12 (B) For the Single Audit of the County's federally funded grant programs, \$32,000
13 (Exhibit B, page B-3);

14 (C) For the count of monies in the County Treasury at least once each quarter,
15 \$3,200 (Exhibit B, page B-4);

16 (D) For the audit of the CalEMA, OCJP, and Measure C grants, \$14,000 (Exhibit B,
17 page B-5);

18 (E) For the financial assurance letter for the Coalinga, Southeast Regional, and Blue
19 Hills Disposal Sites, \$3,500 (Exhibit B, page B-6);

20 (F) For the financial review of the County's appropriations limit as required by
21 Proposition 111, \$1,500 (Exhibit B, page B-7);

22 (G) For issuing the necessary annual audit reports for the purpose of meeting the
23 requirements of California Government Code, Title 5, Division 2, Part 1, Chapter 4,
24 Article 1, sections 53600, 53601 and 53607; Article 2, sections 53635 and 53646; and
25 Title 3, Division 2, Part 3, Chapter 5, Article 6, sections 27130 through 27137, related to
26 the County Treasury Pool and the County's Investment Policy, \$3,300 (Exhibit B, page
27 B-8);
28

(H) For the audit of the Fresno County In-Home Supportive Services Public Authority, \$3,500 (Exhibit B, page B-9);

(I) For the audit of the Fresno County Zoo Authority, \$2,800 (Exhibit B, page B-10);

(J) For the audit of the Fresno County Tobacco Funding Corporation, \$7,800 (Exhibit B, page B-11);

(K) For the audit of the Fresno County Service Areas, Waterworks Districts, Maintenance Districts, Highway Lighting Districts, and Solid Waste Commissions, \$67,800 (Exhibit B, page B-12); and

(L) For a report for the purpose of meeting the audit requirements of the Fresno County Community Corrections Partnership Executive Committee, \$4,500 (Exhibit B, page B-13).

9.5 **Amount Withheld until Delivery of Final Reports.** The County will withhold 10 percent of the amount due from each billing pending delivery of the Contractor's final reports.

9.6 **Assumptions.** The maximum amount payable to the Contractor under this Agreement assumes the following:

(A) That the County will prepare the basic financial statements, the Schedule of Expenditures of Federal Awards, and schedules to support significant financial statement balances; and

(B) That the financial statements prepared by the County will require few material audit adjustments by the Contractor.

9.7 **Incidental Expenses.** All expenses incidental to the Contractor's performance of services under this Agreement shall be borne solely by the Contractor.

Article 10

Independent Contractor

10.1 In performance of the work, duties and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed by the parties that the Contractor, including any and all of the Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity

1 and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the
2 County. Furthermore, the County has no right to control or supervise or direct the manner or
3 method by which the Contractor performs its work and function under this Agreement. However,
4 the County retains the right to administer this Agreement so as to verify that the Contractor is
5 performing its obligations in accordance with the terms and conditions of this Agreement.

6 10.2 Each of the parties shall comply with all applicable provisions of law and the rules
7 and regulations, if any, of governmental authorities having jurisdiction over matters that are the
8 subject of those provisions.

9 10.3 Because of its status as an independent contractor, the Contractor has absolutely no
10 right to employment rights and benefits available to County employees. The Contractor is solely
11 liable and responsible for providing to, or on behalf of, its employees all legally required
12 employee benefits. In addition, the Contractor is solely responsible and save the County
13 harmless from all matters relating to payment of the Contractor's employees, including
14 compliance with Social Security withholding and all other regulations governing such matters.
15 The parties acknowledge that during the term of this Agreement, the Contractor may be
16 providing services to others unrelated to the County or to this Agreement.

17 **Article 11**

18 **Indemnity**

19 11.1 The Contractor agrees to indemnify, save, hold harmless, and at the County's
20 request, defend the County, its officers, agents, and employees from any and all costs and
21 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
22 occurring or resulting to the County in connection with the performance, or failure to perform, by
23 the Contractor, its officers, agents, or employees under this Agreement, and from any and all
24 costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and
25 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged
26 by the performance, or failure to perform, of the Contractor, its officers, agents, or employees
27 under this Agreement.

1 **Article 12**

2 **Insurance**

3 12.1 Without limiting the County's right to obtain indemnification from the Contractor or
4 any third parties, the contractor, at its sole expense, shall maintain in full force and effect, the
5 following insurance policies throughout the term of this Agreement:

6 (A) **Commercial General Liability.** Commercial General Liability Insurance with
7 limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual
8 aggregate of Four Million Dollars (\$4,000,000.00). This policy must be issued on a per
9 occurrence basis.

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

14 (C) **Professional Liability.** Professional Liability Insurance with limits of not less
15 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars
16 (\$3,000,000.00) annual aggregate.

17 (D) **Worker's Compensation.** A policy of Worker's Compensation insurance as may
18 be required by the California Labor Code.

19 12.2 **Additional Requirements Relating to Insurance.**

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

1 (B) The Contractor hereby waives its right to recover from the County, its officers,
2 agents, and employees any amounts paid by the policy of worker's compensation
3 insurance required by this Agreement. The Contractor is solely responsible to obtain any
4 endorsement to such policy that may be necessary to accomplish such waiver of
5 subrogation, but the Contractor's waiver of subrogation under this paragraph is effective
6 whether or not the Contractor obtains such an endorsement.

7 (C) Within 30 days from the date the Contractor signs and executes this Agreement,
8 the Contractor shall provide certificates of insurance and endorsement as stated above
9 for all of the foregoing policies, as required under this Agreement, to the County of
10 Fresno, Assistant County Administrative Officer, 2281 Tulare Street Room 304, Fresno,
11 CA 93721, stating that such insurance coverage have been obtained and are in full
12 force; that the County of Fresno, its officers, agents and employees will not be
13 responsible for any premiums on the policies; that for such worker's compensation
14 insurance the Contractor has waived its right to recover from the County, its officers,
15 agents, and employees any amounts paid under the insurance policy and that waiver
16 does not invalidate the insurance policy; that such Commercial General Liability
17 insurance names the County of Fresno, its officers, agents and employees, individually
18 and collectively, as additional insured, but only insofar as the operations under this
19 Agreement are concerned; that such coverage for additional insured shall apply as
20 primary insurance and any other insurance, or self-insurance, maintained by the County,
21 its officers, agents and employees, shall be excess only and not contributing with
22 insurance provided under the Contractor's policies under this Agreement; and that this
23 insurance shall not be cancelled or changed without a minimum of 30 days' advance,
24 written notice given to County.

25 (D) If the Contractor fails to keep in effect at all times insurance coverage as required
26 under this Agreement, the County may, in addition to other remedies it may have,
27 suspend or terminate this Agreement upon the occurrence of such event.
28

(E) All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California, and such insurance must be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

Article 13

Audits and Inspections

13.1 The Contractor shall at any time during business hours, and as often as the County may deem necessary, make available to the County for examination all of its records and data with respect to the matters covered by this Agreement. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement.

13.2 If this Agreement exceeds \$10,000.00, the Contractor shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code Section 8546.7).

Article 14

Notices

14.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:

County of Fresno
Attention: Assistant County Administrative Officer
2281 Tulare Street, Room 304
Fresno, California 93721
Fax: (559) 600-1230

For the Contractor:

Brown Armstrong Accountancy Corporation
Attention: Eric H. Xin, CPA, MBA
4200 Truxton Avenue, Suite 300
Bakersfield, California 93309
Fax: (559) 324-4997

14.2 **Change of Contact Information.** Either party may change the information in section 14.1 by giving notice as provided in section 14.3.

14.3 **Method of Delivery.** All notices between the County and the Contractor provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

14.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 15

Disclosure of Self-Dealing Transactions

15.1 **Applicability.** This article applies if the Contractor is operating as a corporation, or changes its status to operate as a corporation.

15.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit A to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

15.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 16

General Terms

16.1 **Modification.** Except as provided in Article 8, this Agreement may not be modified, and no waiver is effective, except by another written Agreement that is signed by both parties.

16.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

16.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

16.4 **Jurisdiction and Venue.** This Agreement is made in Fresno County, California. The Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in the Fresno County Superior Court.

16.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity is not to be resolved by construing the terms of this Agreement against the either party.

16.6 **Headings.** The headings and section titles in this agreement are for convenience only and are not part of this Agreement.

1 16.7 **Severability.** If anything in this agreement is found by a court of competent
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
4 this Agreement with terms to accomplish the parties' original intent.

5 16.8 **No Waiver.** Payment, waiver, or discharge of any liability or obligation of the
6 Contractor under this Agreement on any one or more occasions is not a waiver of performance
7 of any continuing or other obligation, or of any breach or default, and does not prohibit, impair,
8 or prejudice enforcement by the County of any obligation of the Contractor under this
9 Agreement.
10

11 16.9 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
12 between the Contractor and the County with respect to the subject matter of this Agreement,
13 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
14 publications, and understandings of any nature unless those things are expressly included in
15 this Agreement. If there is any inconsistency between the terms of this Agreement without its
16 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
17 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
18 exhibits.
19

20 16.10 **Third-Party Beneficiaries.** This Agreement does not and is not intended to create
21 any rights or obligations for any person or entity except for the parties.

22 16.11 **Authorized Signatures.** The Contractor represents and warrants to the County that:

23 (A) The Contractor is duly authorized and empowered to sign and perform its
24 obligations under this Agreement.

25 (B) The individual signing this Agreement on behalf of the Contractor is duly
26 authorized to do so and his or her signature on this Agreement will legally bind the
27 Contractor to the terms of this Agreement.
28

16.12 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

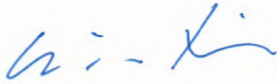
[SIGNATURE PAGE FOLLOWS]

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The parties are signing this Agreement on the date stated in the introductory clause.

BROWN ARMSTRONG

COUNTY OF FRESNO



Eric H. Xin, Principal

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

4200 Truxton Avenue, Suite 300
Bakersfield, California 93309

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

For accounting use only:

Fund: 0001
Subclass: 10000
Org: 2540
Account: 7295

EXHIBIT A

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit B

XII. COST PROPOSAL

TOTAL AUDIT AND ANCILLARY – COST SCHEDULE PART 2

Firm Name: Brown Armstrong Accountancy Corporation

Name of Audit, Review or Other Service to be Provided	Schedule	Total Price
County-wide CAFR	1	\$ 54,100
Single Audit	2	32,000
Treasury Cash Count	3	3,200
OCJP/OES/CalEMA/CSA (BSCC) Grants and Fresno County Transportation Authority (Measure C)	4	14,000
Coalinga Southeast Regional Sites	5	3,500
Appropriation Limit (Proposition 111)	6	1,500
Treasury Compliance Audit	7	3,300
In-Home Supportive Service Public Authority	8	3,500
The Zoo Authority	9	2,800
Tobacco Funding Corporation	10	7,800
County Service Areas, Waterworks Districts, Maintenance Districts, Highway Lighting Districts, and Solid Waste		
Commissions	11	67,800
Community Corrections Partnership Executive Committee AUP	12	4,500
TOTAL		\$198,000

Exhibit B

XII. COST PROPOSAL

AUDIT SERVICES - COST SCHEDULE PART 3

COUNTY-WIDE CAFR

SCHEDULE 1

Firm

Name: Brown Armstrong Accountancy Corporation

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Price
Partners	40	\$ 230	\$ 180	\$ 7,200
Managers	100	180	120	12,000
Supervisory Staff	128	130	100	12,800
Staff	300	90	70	21,000
Other (Clerical):	22	70	50	1,100
Subtotal				\$ 54,100

Out-of-pocket expenses:

Meals and lodging -

Transportation -

Other (specify): -

Total: \$ 54,100

Note: The rate quoted should not be presented as a general percentage of the standard rate or as a gross deduction from the total all-inclusive maximum price.

Exhibit B

XII. COST PROPOSAL

SINGLE AUDIT

SCHEDULE 2

Firm**Name:** Brown Armstrong Accountancy Corporation

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Price
Partners	<u>30</u>	<u>\$ 230</u>	<u>\$ 180</u>	<u>\$ 5,400</u>
Managers	<u>50</u>	<u>180</u>	<u>120</u>	<u>6,000</u>
Supervisory Staff	<u>60</u>	<u>130</u>	<u>100</u>	<u>6,000</u>
Staff	<u>200</u>	<u>90</u>	<u>70</u>	<u>14,000</u>
Other (Clerical):	<u>12</u>	<u>70</u>	<u>50</u>	<u>600</u>
Subtotal				<u>\$ 32,000</u>

Out-of-pocket expenses:

Meals and lodging -Transportation -Other (specify): -**Total:** \$ 32,000

Note: The rate quoted should not be presented as a general percentage of the standard rate or as a gross deduction from the total all-inclusive maximum price.

Exhibit B

XII. COST PROPOSAL

TREASURY CASH COUNT

SCHEDULE 3

Firm

Name: Brown Armstrong Accountancy Corporation

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Price
Partners	<u>4</u>	<u>\$ 230</u>	<u>\$ 180</u>	<u>\$ 720</u>
Managers	<u>4</u>	<u>180</u>	<u>120</u>	<u>480</u>
Supervisory Staff	<u>5</u>	<u>130</u>	<u>100</u>	<u>500</u>
Staff	<u>20</u>	<u>90</u>	<u>70</u>	<u>1,400</u>
Other (Clerical):	<u>2</u>	<u>70</u>	<u>50</u>	<u>100</u>
Subtotal				<u>\$ 3,200</u>

Out-of-pocket expenses:

Meals and lodging -

Transportation -

Other (specify): -

Total: \$ 3,200

Note: The rate quoted should not be presented as a general percentage of the standard rate or as a gross deduction from the total all-inclusive maximum price.

Exhibit B

XII. COST PROPOSAL

OCJP/OES/CalEMA/CSA (BSCC) GRANTS AND FRESNO COUNTY

TRANSPORTATION AUTHORITY (MEASURE C)

SCHEDULE 4

Firm**Name:** Brown Armstrong Accountancy Corporation

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Price
Partners	10	\$ 230	\$ 180	\$ 1,800
Managers	20	180	120	2,400
Supervisory Staff	40	130	100	4,000
Staff	80	90	70	5,600
Other (Clerical):	4	70	50	200
Subtotal				\$ 14,000

Out-of-pocket expenses:

Meals and lodging -Transportation -Other (specify): -**Total:** \$ 14,000

Note: The rate quoted should not be presented as a general percentage of the standard rate or as a gross deduction from the total all-inclusive maximum price.

Exhibit B

XII. COST PROPOSAL

COALINGA SOUTHEAST REGIONAL SITES

SCHEDULE 5

Firm**Name:** Brown Armstrong Accountancy Corporation

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Price
Partners	<u>2</u>	<u>\$ 230</u>	<u>\$ 180</u>	<u>\$ 360</u>
Managers	<u>6</u>	<u>180</u>	<u>120</u>	<u>720</u>
Supervisory Staff	<u>9</u>	<u>130</u>	<u>100</u>	<u>900</u>
Staff	<u>21</u>	<u>90</u>	<u>70</u>	<u>1,470</u>
Other (Clerical):	<u>1</u>	<u>70</u>	<u>50</u>	<u>50</u>
Subtotal				<u>\$ 3,500</u>

Out-of-pocket expenses:

Meals and lodging -Transportation -Other (specify): -**Total:** \$ 3,500

Note: The rate quoted should not be presented as a general percentage of the standard rate or as a gross deduction from the total all-inclusive maximum price.

XII. COST PROPOSAL

SCHEDULE 6

Name: Brown Armstrong Accountancy Corporation

Total:	\$ 1,500
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Page B-7

Exhibit B

XII. COST PROPOSAL

TREASURY COMPLIANCE AUDIT

SCHEDULE 7

Firm

Name: Brown Armstrong Accountancy Corporation

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Price
Partners	<u>2</u>	<u>\$ 230</u>	<u>\$ 180</u>	<u>\$ 360</u>
Managers	<u>4</u>	<u>180</u>	<u>120</u>	<u>480</u>
Supervisory Staff	<u>8</u>	<u>130</u>	<u>100</u>	<u>800</u>
Staff	<u>23</u>	<u>90</u>	<u>70</u>	<u>1,610</u>
Other (Clerical):	<u>1</u>	<u>70</u>	<u>50</u>	<u>50</u>
Subtotal				<u>\$ 3,300</u>

Out-of-pocket expenses:

Meals and lodging -

Transportation -

Other (specify): -

Total: \$ 3,300

Note: The rate quoted should not be presented as a general percentage of the standard rate or as a gross deduction from the total all-inclusive maximum price.

Exhibit B

XII. COST PROPOSAL

IN-HOME SUPPORTIVE SERVICE PUBLIC AUTHORITY

SCHEDULE 8

Firm**Name:** Brown Armstrong Accountancy Corporation

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Price
Partners	<u>2</u>	<u>\$ 230</u>	<u>\$ 180</u>	<u>\$ 360</u>
Managers	<u>4</u>	<u>180</u>	<u>120</u>	<u>480</u>
Supervisory Staff	<u>13</u>	<u>130</u>	<u>100</u>	<u>1,300</u>
Staff	<u>18</u>	<u>90</u>	<u>70</u>	<u>1,260</u>
Other (Clerical):	<u>2</u>	<u>70</u>	<u>50</u>	<u>100</u>
Subtotal				<u>\$ 3,500</u>

Out-of-pocket expenses:

Meals and lodging -Transportation -Other (specify): -**Total:** \$ 3,500

Note: The rate quoted should not be presented as a general percentage of the standard rate or as a gross deduction from the total all-inclusive maximum price.

Exhibit B

XII. COST PROPOSAL

THE ZOO AUTHORITY

SCHEDULE 9

Firm**Name:** Brown Armstrong Accountancy Corporation

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Price
Partners	<u>1</u>	<u>\$ 230</u>	<u>\$ 180</u>	<u>\$ 180</u>
Managers	<u>2</u>	<u>180</u>	<u>120</u>	<u>240</u>
Supervisory Staff	<u>2</u>	<u>130</u>	<u>100</u>	<u>200</u>
Staff	<u>29</u>	<u>90</u>	<u>70</u>	<u>2,030</u>
Other (Clerical):	<u>3</u>	<u>70</u>	<u>50</u>	<u>150</u>
Subtotal				<u>\$ 2,800</u>

Out-of-pocket expenses:

Meals and lodging -Transportation -Other (specify): -**Total:** \$ 2,800

Note: The rate quoted should not be presented as a general percentage of the standard rate or as a gross deduction from the total all-inclusive maximum price.

Exhibit B

XII. COST PROPOSAL

TOBACCO FUNDING CORPORATION

SCHEDULE 10

Firm

Name: Brown Armstrong Accountancy Corporation

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Price
Partners	<u>6</u>	<u>\$ 230</u>	<u>\$ 180</u>	<u>\$ 1,080</u>
Managers	<u>11</u>	<u>180</u>	<u>120</u>	<u>1,320</u>
Supervisory Staff	<u>25</u>	<u>130</u>	<u>100</u>	<u>2,500</u>
Staff	<u>40</u>	<u>90</u>	<u>70</u>	<u>2,800</u>
Other (Clerical):	<u>2</u>	<u>70</u>	<u>50</u>	<u>100</u>
Subtotal				<u>\$ 7,800</u>

Out-of-pocket expenses:

Meals and lodging -

Transportation -

Other (specify): -

Total: \$ 7,800

Note: The rate quoted should not be presented as a general percentage of the standard rate or as a gross deduction from the total all-inclusive maximum price.

Exhibit B

XII. COST PROPOSAL

COUNTY SERVICE AREAS, WATERWORKS DISTRICTS, MAINTENANCE DISTRICTS, HIGHWAY LIGHTING DISTRICTS, AND SOLID WASTE COMMISSIONS

SCHEDULE 11

Firm

Name: Brown Armstrong Accountancy Corporation

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Price
Partners	50	\$ 230	\$ 180	\$ 9,000
Managers	90	180	120	10,800
Supervisory Staff	220	130	100	22,000
Staff	360	90	70	25,200
Other (Clerical):	16	70	50	800
Subtotal				\$ 67,800

Out-of-pocket expenses:

Meals and lodging _____ -

Transportation _____ -

Other (specify): _____ -

Total: _____ **\$ 67,800**

Note: The rate quoted should not be presented as a general percentage of the standard rate or as a gross deduction from the total all-inclusive maximum price.

Exhibit B

XII. COST PROPOSAL

COMMUNITY CORRECTIONS PARTNERSHIP EXECUTIVE COMMITTEE AUP

SCHEDULE 12

Firm

Name: Brown Armstrong Accountancy Corporation

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Price
Partners	<u>3</u>	<u>\$ 230</u>	<u>\$ 180</u>	<u>\$ 540</u>
Managers	<u>8</u>	<u>180</u>	<u>120</u>	<u>960</u>
Supervisory Staff	<u>8</u>	<u>130</u>	<u>100</u>	<u>800</u>
Staff	<u>30</u>	<u>90</u>	<u>70</u>	<u>2,100</u>
Other (Clerical):	<u>2</u>	<u>70</u>	<u>50</u>	<u>100</u>
Subtotal				<u>\$ 4,500</u>

Out-of-pocket expenses:

Meals and lodging -

Transportation -

Other (specify): -

Total: \$ 4,500

Note: The rate quoted should not be presented as a general percentage of the standard rate or as a gross deduction from the total all-inclusive maximum price.