

Contract Log # \_\_\_\_\_

**COUNTY OF MARIN  
STANDARD SHORT FORM PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**THIS AGREEMENT** is made and entered into this 12th day of July, 2005 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and C. G. Uhlenberg LLP, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following services: Auditing of Grants; and

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

**3. FEES:**

The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the contract.

**4. MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$32,132 including direct non-salary expenses.

**5. PAYMENT:**

The fees for services under this Contract shall be due as set forth in Exhibit "B" within thirty (30) calendar days after receipt by County of an invoice covering the service(s) rendered.

The source of funding by the County for this work shall be: Grant funds from the grants being audited.

**6. CONTRACT PERFORMANCE TIME:**

All the work required by this Contract shall be completed and ready for acceptance no later than December 23, 2005.

**7. INSURANCE:**

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million (\$1,000,000.00). Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis only. The County shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate with endorsement shall provide for thirty (30) days advance notice to County of any cancellation in coverage.

**\_\_\_By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.**

In addition, Contractor may be required to carry errors and omissions insurance or professional liability or malpractice insurance. If such insurance is required, it shall be set forth on Exhibit "C" attached hereto.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

**8. WORKER'S COMPENSATION:**

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.

**\_\_\_By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.**

**9. NONDISCRIMINATORY EMPLOYMENT:**

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

**10. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein.

**11. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

**12. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

**13. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged.

**14. TIME OF AGREEMENT:**

This Agreement shall commence on August 1, 2005, and shall terminate on at the conclusion of the work. Time is of the essence with respect to this Contract.

**15. TITLE:**

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

**16. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

**17. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

**18. AMENDMENT:**

This Contract may be amended or modified only by written agreement of all parties.

**19. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

**20. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in MARIN County, California.

**21. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract.

**22. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services covered by this Contract.

**23. NOTICES:**

This contract shall be managed and administered on County's behalf by the Department set forth below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

District Attorney  
3501 Civic Center Dr. Rm 130  
San Rafael, CA 94903

Notices shall be given to Contractor at the following address:

C. G. Uhlenberg LLP  
333 Twin Dolphin Dr. Suite 230  
Redwood City, CA 94063

**IN WITNESS WHEREOF**, the parties hereunto have executed this Contract on the date first above written.

**APPROVED BY  
COUNTY OF MARIN:**

By: \_\_\_\_\_  
PRESIDENT, Board of Supervisors

**CONTRACTOR:**

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By \_\_\_\_\_

By: \_\_\_\_\_  
Name: C.G. Uhlenberg LLP  
Federal Tax I.D.#71-0877647  
Telephone No. (650) 365-2323

EXHIBIT "A"  
SERVICES TO BE PROVIDED  
BY CONTRACTOR

Perform a financial audit on the following grants administered by the District Attorney's Office:

OES :-       HTTAP (High Technology Theft and Apprehension) HT 04040210  
              HiTiT (High Technology Identity Theft) HD 004 0210  
              CHAT (Child Abuse Treatment Program) AT 04010210\  
              VB (Vertical Block Grant) VB 04020210  
              V/W (Victim Witness Grant) VW 040230210

DOJ:         SAPP (Spousal Abuser Prosecution Program) 04SA11D013

DOI:         Automobile Insurance Fraud Program  
              Workers' Compensation Insurance Fraud Program

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID  
TO CONTRACTOR

The audit fees will be 1% of each grant's total, but not to exceed \$7500 for the first \$1,000,000, or not to exceed \$13,500 for the first \$2,000,000. Over \$1,000,000 an additional 1% will be charged and over \$2,000,000 an additional .75% will be charged. The charges for each grant will be:

<u>Grant</u>	<u>Grant Award</u>	<u>Audit Fee</u>
Office of Emergency Services (OES):		
HT 04040210	\$2,467,000	\$17,003
HD 04040210	\$ 712,500	\$ 7,125
AT 04010210	\$ 187,500	\$ 1,875
VB 04020210	\$ 42,715	\$ 427
VW 04230210	\$ 178,157	\$ 1,782
Department of Justice (DOJ)		
04SA11D013	\$ 39,913	\$ 399
Department of Insurance (DOI)		
Auto Ins. Fraud	\$ 155,045	\$ 1,550
W/C Ins. Fraud	\$ 173,254	<u>\$ 1,733</u>
	Total	\$31,894

In Addition, the following Grant Augmentations may apply:

AT 04010210	\$ 11,345	\$ 113
VW 04230210	\$ 12,505	<u>\$ 125</u>
	Total with Augmentations	\$32,132