

AGREEMENT NO.
(Short-Form Agreement)

THIS AGREEMENT is made this 1st day of March 2026 and between the County of Yolo ("COUNTY"), and Hemming Morse, ("CONTRACTOR"), who agree as follows:

TERMS

1. CONTRACTOR shall perform the following personal services: Forensic accounting services to assist in the investigation of complex financial civil and criminal cases involving violations of California law.
2. CONTRACTOR shall perform said services between March 1, 2026, and February 28, 2027. Upon mutual agreement the contract may be extended for two (2) additional one (1) year terms. If extended and the amount of the contract is increased, this will require approval by the County's authorized decision-making authority, consistent with the County's procurement policies.
3. The complete contract shall include the following Exhibits attached hereto and incorporated herein: Exhibit A: Insurance Requirements, Exhibit B: Scope of work, Pricing & Proposal.
4. Subject to CONTRACTOR'S satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR'S submission of an appropriate claim, COUNTY shall pay CONTRACTOR no more than a total amount of \$335,000.00, as identified in Exhibit B.
5. CONTRACTOR, at his sole cost and expense, shall obtain and maintain throughout the entire term of this Contract, the insurance set forth in Exhibit A attached hereto.
6. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the CONTRACTOR, its officers, agents, or employees. CONTRACTOR/SUBCONTRACTOR responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. 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.
7. Any SUBCONTRACTOR agrees to be bound to CONTRACTOR and COUNTY in the same manner and to the same extent as CONTRACTOR is bound to COUNTY under the Contract Documents. SUBCONTRACTOR further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any SUB-SUBCONTRACTOR to the extent they apply to the scope of the SUB-SUBCONTRACTOR's work. A copy of the COUNTY's Contract Document Indemnity and Insurance provisions will be furnished to the SUBCONTRACTOR upon request.
8. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend COUNTY and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.
9. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which even the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement.

10. If CONTRACTOR fails to perform any part of this Agreement, the COUNTY may notify the CONTRACTOR of the default and CONTRACTOR shall remedy the default. If CONTRACTOR fails to do so, then, in addition to any other remedy that COUNTY may have, COUNTY may terminate this Agreement and withhold any or all payments otherwise owed to CONTRACTOR pursuant to this Agreement.

11. Attached are licenses &/or certificates required by CONTRACTOR's profession (Indicating type; No.; State; & Expiration date), and CONTRACTOR certifies that he/she/it shall maintain them throughout this Agreement, and that CONTRACTOR's performance will meet the standards of licensure/certification.

12. CONTRACTOR understands that he/she is not an employee of the COUNTY and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

13. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement and/or to the COUNTY's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the COUNTY. CONTRACTOR shall deliver all of the foregoing to the COUNTY upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, CONTRACTOR shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to COUNTY for audit and discovery purposes.

14. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

15. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

CONTRACTOR:

COUNTY OF YOLO:

Contractor Signature

By _____

Sheila A. Allen, Chair
Yolo County Board of Supervisors

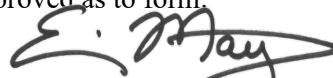
Greg Regan
Printed Name

Attest:
Julie Dachler, Senior Deputy Clerk
Yolo County Board of Supervisors

1390 Willow Pass Road Suite 410
Street Address/PO Box

By _____
Deputy (Seal)
Approved as to form:

Concord, CA 94520
City/State/Zip



(415) 836-4000
Phone

Eric May, Senior Deputy County Counsel

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that the COUNTY may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

Contractor Signature

EXHIBIT A

Insurance Requirements

1. INSURANCE

- a. During the term of this Contract, Contractor shall at all times maintain, at its expense, the following coverages and requirements:
 - i. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:
 1. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
 2. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
 3. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.
 4. Professional Liability (Errors and Omissions) (If applicable, see below)
 - ii. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:
 1. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
 2. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage
 3. Professional Liability/Malpractice/Errors and Omissions –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 4. Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)It shall be a requirement under this agreement that 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. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - iii. Other Insurance Provisions
 1. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional

insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

2. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.
 4. **Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- iv. The limits of Insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
 - v. Said policies shall remain in force through the life of this Contract and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Contract and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 - vi. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Contract, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Contract as set forth above are available throughout the performance of this Contract.
 - vii. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
 - viii. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 - ix. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Contract.
 - x. For any claims relating to this Contract, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

- b. Prior to commencing services pursuant to this Contract, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- c. During the term of this Contract, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- d. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Contract including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- e. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Contract, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.



Proposal for Forensic Accounting Analysis for Yolo County District Attorney's Office

Background

We understand that the Yolo County District Attorney's Office is investigating two or more civil and criminal cases involving violations of California law and is considering retaining Hemming Morse, LLC for forensic accounting services to assist. The purpose of this proposal is to provide the Yolo County District Attorney's Office with relevant information regarding Hemming Morse, LLC and its personnel in consideration of retention as the forensic accounting expert for these ongoing investigations.

About Hemming Morse

[Hemming Morse](#) is a California-based CPA firm focused on forensic accounting and financial consulting. Our professionals regularly work with regulators, outside counsel, company counsel, and law enforcement during financial investigations and for litigation purposes. Locally, we are based in San Francisco, Burlingame, and Concord. If selected, Greg Regan and Travis Armstrong would manage our engagement.

[Greg](#) joined Hemming Morse in 2003 and has been a partner since 2007. Previously, Greg worked in Ernst & Young's audit practice and thereafter was the Controller for SupportSoft (Nasdaq: SPRT). While at Hemming Morse, Greg has performed dozens of financial investigations. He has testified in over 100 matters, including in approximately 25 trials in federal and state courts as well as an additional 25 arbitrations regarding financial disputes. He has been an accounting and damages expert for the Securities & Exchange Commission, the Federal Trade Commission, the California and Colorado Attorney Generals, the California Board of Accountancy and the Yolo County District Attorney's Office. Greg recently completed his term as the Chair of the California Society of CPAs' Forensic Services Section. He is a CPA licensed in California and New York, Certified in Financial Forensics ("CFF") and a Certified Fraud Examiner ("CFE").

[Travis](#) is a partner at Hemming Morse and maintains offices in San Francisco and Chico. With over 19 years of experience as a forensic accountant, Travis has testified at trial and deposition as an expert in forensic accounting and economic damages. He regularly works on high-profile cases in the capacity of quantification of economic damages associated with breach of contract and theft of intellectual property, forensic accounting analyses associated with government-led investigations of consumer fraud, complex accounting analyses for securities litigation and post-acquisition disputes.

Travis is a Certified Public Accountant (CPA), licensed in California. He also holds the Certified in Financial Forensics (CFF) certification from the AICPA and the Certified Fraud Examiner (CFE) certification. Travis obtained a B.A. degree in Business Economics with an emphasis in Accounting from University of California, Santa Barbara.

Potential Procedures and Work Product

If retained, we anticipate meeting with your office and team at the outset of our work on each case to determine the scope of our procedures based on the then-current findings of the respective investigation, however, we have identified below potential procedures that we may perform based on our present understanding of the multiple case matters:¹

- Assist with the identification and analysis of financial documentation, including documents such as bank statements, to evaluate and analyze the relevant entities and individuals within Yolo County.
- Evaluate whether the documents and information necessary for the scope of work are currently available in discovery
- Analyze banking transactions by and amongst relevant entities and individuals, assess the profitability and financial condition of any relevant entities and individuals (*e.g.*, capitalization), and analyze the uses of funds from specific transactions, outflows, etc.
- Evaluate common financial control indicators and develop entity mapping analyses to illustrate relationships between any relevant entities, individuals, owners, and/or related third-party individuals.
- Prepare for and provide relevant expert witness testimony at trial.

At the conclusion of our work, we envision that we would collaborate with you to determine the form of our work product, which may include an expert report, schedules that summarize our analysis, presentations to your team, as well as potential expert testimony at trial.

Timeline and Budget

Hemming is available to commence our work upon your request. Based on procedures performed in prior investigations, we anticipate that our fee for investigative work on multiple cases, not including costs for trial preparation, testimony, or travel, will be in the range of approximately \$335,000.00. This collective estimate is based on information we have received from your office regarding the complexity of the cases under investigation, as well as the projected large number of financial accounts Hemming will need to analyze in order to provide qualified and informed opinions. The table below estimates the basis for this range:

¹ Our procedures would be governed by American Institute of Certified Public Accountants (“AICPA”) Statement on Standards for Forensic Services. These standards require, among other things, our professionals to operate with integrity, and to be impartial, intellectually honest, and free of conflicts of interest. In addition, these standards require us to keep our product confidential.

Description of Work	Partner Hours	Staff Hours	Total Hours	Estimated Fees
Meet with client personnel to understand and review materials and any investigative findings; periodic update meetings to share status of findings	70	85	155	\$78,000.00 (est.)
Identify, obtain, review, and analyze critical documentation, including banking and financial records and explain sources and uses of funds from these financial records	65	100	165	\$82,000.00 (est.)
Research, assist in the discovery process, and review documents from defendants or counsel prior to respective case deadlines	65	75	140	\$70,000.00 (est.)
Develop and refine analysis and work product	45	75	120	\$65,000.00 (est.)
Assist prosecution team by building and utilizing Excel based tools to analyze, sort, and categorize data and findings	35	45	80	\$40,000.00 (est.)
Total	280	380	660	\$335,000.00

Our fees for the above-described services will be at our hourly billing rates, as set forth below. In addition, if other parties in any filed case cause our firm to incur costs (e.g. copying, travel, and legal fees) these costs will be included in our billings. Monthly progress billings will normally be rendered in the form of invoices as our work progresses in each case.

We anticipate refining the personnel that may work on these matters on a case-by-case basis as we obtain more information. We anticipate that 3 - 4 individuals at most will work on each matter. In addition, we typically work on small teams to manage the flow of information and types of analyses required; however, the titles/roles of the individuals that may work on each matter and their hourly rates are as follows:

Role	Hourly Rate
Greg Regan	\$650
Travis Armstrong	\$540
Sr. Manager	\$500
Manager	\$400
Associate	\$300