

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 14.7
(ID # 27790)

MEETING DATE:
Tuesday, June 10, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Ratify and Approve the Professional Services Agreement Between the Riverside County Flood Control and Water Conservation District and Van Lant & Fankhanel, LLP for Auditing Services, Fiscal Years 2024/2025-2029/2030, All Districts. [Not-to-Exceed \$156,600 – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Professional Services Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and Van Lant & Fankhanel, LLP ("Consultant") for the performance period from May 1, 2025 to November 30, 2030;
2. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;
3. Authorize the Purchasing Agent to issue Purchase Orders to the Consultant for auditing services for the duration of the Agreement in an amount not to exceed One Hundred Fifty-Six Thousand Six Hundred Dollars (\$156,600); and
4. Direct the Clerk of the Board to return two (2) fully executed originals of the Agreement documents to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

5/27/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 10, 2025
xc: Flood

Kimberly A. Rector
Clerk of the Board
By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 10,000	\$ 21,000	\$ 156,600	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 15100-947200-524560 – Auditing and Accounting - District Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 24/25-29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In accordance with the District Act, the District is required to have an annual audit performed on their financial statements and prepare an Annual Comprehensive Financial Report at the end of each fiscal year. The Agreement sets forth the terms and conditions by which the Consultant will serve as the District's independent auditor and conduct the audit of the District's financial statements for Fiscal Years 2024/2025 through 2028/2029. The audit must be conducted in accordance with auditing standards generally accepted in the United States; the standards for financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States; and applicable pronouncements of the Governmental Accounting Standards Board.

County Counsel has approved the Agreement as to legal form, and the Consultant has executed the Agreement.

Impact on Residents and Businesses

Costs incurred under this Agreement will be funded by ad valorem property tax revenue and entail no new fees, taxes or bonded indebtedness.

Additional Fiscal Information

Sufficient funding is available in the District's budget for Fiscal Year 2024/2025 and will be included in the proposed budget in future years as appropriate and necessary.

Contract History and Price Reasonableness

In accordance with the County of Riverside, the Request for Proposal ("RFP") FCARC-00191 was conducted as an informal bid under Buyer II Authority to ensure competitive proposals. It was prepared and distributed to known vendors, posted online and advertised in three (3) Inland Empire newspapers. All qualifying bids were evaluated based on pre-established criteria, including scope of work, certifications and qualifications, responsiveness to the RFP, feasibility and cost. The Consultant, an independent Certified Public Accountant firm, met the District's requirements and was the highest ranked respondent in overall scoring after evaluation of all the proposals submitted for consideration in the RFP process. The Consultant's proposal, submitted in response to the RFP, represents a competitive bid and after careful evaluation

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based on the pre-established criteria, including costs, was determined to be the lowest-cost, responsive bid for the services outlined in Exhibit "A", Scope of Services.

Funding Summary:

Professional Auditing Services (Partial Fiscal Year 2024/2025)	\$10,000
Professional Auditing Services (Fiscal Year 2025/2026)	\$21,000
Professional Auditing Services (Fiscal Year 2026/2027)	\$31,000
Professional Auditing Services (Fiscal Year 2027/2028)	\$31,000
Professional Auditing Services (Fiscal Year 2028/2029)	\$31,800
Professional Auditing Services (Fiscal Year 2029/2030)	\$31,800
Total Estimated District Cost	\$156,600

ATTACHMENT:

1. Professional Services Agreement.

MER:blj
P8/262016


Melissa Curtis, Deputy Director of Purchasing and Fleet 5/28/2025


Douglas Ordonez Jr. 6/2/2025


Aaron Gettis, Chief of Deputy County Counsel 5/29/2025



PROFESSIONAL SERVICES AGREEMENT

for

AUDITING SERVICES

between

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

and

VAN LANT & FANKHANEL, LLP

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This Professional Services Agreement ("Agreement"), made and entered into this ___ day of ____, 2025, by and between VAN LANT & FANKHANEL, LLP, a California limited liability partnership, (herein referred to as "CONSULTANT") and the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, (herein referred to as "DISTRICT"). DISTRICT and CONSULTANT are sometimes individually referred to herein as a "Party" and collectively as the "Parties". The Parties agree as follows:

1. Description of Services

1.1 CONSULTANT shall provide all services as outlined and specified in Exhibit "A", Scope of Services, at the prices stated in Exhibit "B", Payment Provisions, to the Agreement.

1.2 CONSULTANT represents that it has the skills, experience and knowledge necessary to perform under this Agreement and DISTRICT relies upon this representation. CONSULTANT shall perform to the satisfaction of DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONSULTANT affirms this it is fully apprised of all of the work to be performed under this Agreement; and CONSULTANT agrees it can properly perform this work at the prices stated in Exhibit "B". CONSULTANT is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by DISTRICT of CONSULTANT's performance under this Agreement does not operate as a release of CONSULTANT's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective May 1, 2025 and continues in effect through November 30, 2030 unless terminated earlier. CONSULTANT shall commence performance upon signature of this Agreement by both Parties and shall diligently and continuously perform thereafter. The District's Board of Supervisors is the only authority that may obligate DISTRICT for a non-cancelable multi-year agreement.

3. Compensation

3.1 DISTRICT shall pay CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit "B", Payment Provisions. Total maximum payments by DISTRICT to CONSULTANT shall not exceed One Hundred Fifty-Six Thousand Six Hundred Dollars (\$156,600) including all expenses. DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit "B", DISTRICT shall not be responsible for payment of any of CONSULTANT's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (if applicable). All price decreases (for example, if CONSULTANT offers lower prices to another governmental entity) will automatically be extended to DISTRICT. DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30 days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the percentage change for the U.S. Department of Labor Consumer Price Index for All Urban Consumers (CPI-U); Riverside-San Bernardino-Ontario, CA; All Items, not seasonally adjusted, December 2017=100 reference base, and shall be subject to satisfactory performance review by DISTRICT and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONSULTANT shall be paid only in accordance with an invoice submitted to DISTRICT by CONSULTANT within fifteen (15) days from the last day of each calendar month and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONSULTANT only after services have been rendered or delivery of materials or products and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Finance Division

- a.** Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; agreement number (insert contract ID#); quantities; item descriptions, unit prices, extensions, sales/use tax, if applicable, and an invoice total.
- b.** Invoices shall be rendered monthly in arrears.

3.4 DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall

immediately notify CONSULTANT in writing, and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and DISTRICT's General Manager-Chief Engineer and/or his designee are the only authorized DISTRICT representatives who may, at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule or both and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by CONSULTANT for additional payment related to this Agreement shall be made in writing by CONSULTANT within 30 days of when CONSULTANT has or should have notice of any actual or claimed change in the work that results in additional and unanticipated cost to CONSULTANT. If DISTRICT's General Manager-Chief Engineer decides that the facts provide sufficient justification, he may authorize additional payment to CONSULTANT pursuant to the claim. Nothing in this section shall excuse CONSULTANT from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon CONSULTANT stating the extent and effective date of termination.

5.2 DISTRICT may, upon five (5) days written notice, terminate this Agreement for CONSULTANT's default if CONSULTANT refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

5.3 After receipt of the notice of termination, CONSULTANT shall:

- a. Stop all work under this Agreement on the date specified in the notice of termination; and
- b. Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products that, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

5.4 After termination, DISTRICT shall make payment only for CONSULTANT's performance up to the date of termination in accordance with this Agreement.

5.5 CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONSULTANT, or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or state funded, CONSULTANT cannot be debarred from the System for Award Management. CONSULTANT must notify DISTRICT immediately of a debarment. Reference: System for Award Management ("SAM") at <https://www.sam.gov> for Central CONSULTANT Registry ("CCR"), Federal Agency Registration ("FedReg"), Online Representations and Certifications Application ("ORCA") and Excluded Parties List System. Excluded Parties Listing System ("EPLS") (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA and EPLS.

5.7 The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

CONSULTANT agrees that all materials, reports or products in any form, including electronic, created by CONSULTANT for which CONSULTANT has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of DISTRICT. The material, reports or products may be used by DISTRICT for any purpose that DISTRICT deems to be appropriate, including, but not limited to, duplication and/or distribution within DISTRICT or to third Parties. CONSULTANT agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of DISTRICT.

7. Conduct of Consultant

7.1 CONSULTANT covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with CONSULTANT's performance under this Agreement. CONSULTANT further covenants that no person or subcontractor having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT agrees to inform DISTRICT of all CONSULTANT's interests, if any, which are or may be perceived as incompatible with DISTRICT's interests.

7.2 CONSULTANT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONSULTANT is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 CONSULTANT or its employees shall not offer gifts, gratuity, favors and entertainment, directly or indirectly, to DISTRICT employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by DISTRICT or other regulatory agencies at all times. CONSULTANT shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine CONSULTANT's conformity with the terms of this Agreement. If any services performed or products provided by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, DISTRICT shall have the right to: (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. DISTRICT may also terminate this Agreement for default and charge to CONSULTANT any costs incurred by DISTRICT because of CONSULTANT's failure to perform.

8.2 CONSULTANT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement, and shall permit a DISTRICT representative or other regulatory official to monitor, assess or evaluate CONSULTANT's performance under this Agreement at any time, upon reasonable notice to CONSULTANT.

9. Independent Contractor/Employment Eligibility

9.1 CONSULTANT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of DISTRICT. It is expressly understood and agreed that CONSULTANT (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; and CONSULTANT shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third-party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONSULTANT in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONSULTANT warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONSULTANT shall obtain from all employees performing work hereunder all verification and other documentation of employment eligibility status required by federal or state statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONSULTANT shall retain all such documentation for all covered employees for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs, or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment or ineligibility.

9.4 CONSULTANT shall screen prospective Covered Individuals prior to hire or engagement. CONSULTANT shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONSULTANT shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONSULTANT has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONSULTANT immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONSULTANT shall notify DISTRICT within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONSULTANT acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONSULTANT becomes aware that a Covered Individual has become an Ineligible Person, CONSULTANT shall remove such individual from responsibility for or involvement with DISTRICT business operations related to this Agreement.

9.6 CONSULTANT shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by CONSULTANT with any other Party for furnishing any of the work or services under this Agreement without the prior written approval of DISTRICT, but this provision shall not require the approval of contracts of employment between CONSULTANT and personnel assigned under this Agreement or for Parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Agreement that is not resolved by the Parties shall be decided by DISTRICT's Compliance Contract Officer who shall furnish the decision in writing. The decision of DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous to imply bad faith. CONSULTANT shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediations.

12. Licensing and Permits

CONSULTANT shall comply with all State or other licensing requirements, including, but not limited to, the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to DISTRICT. CONSULTANT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

CONSULTANT agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment and be liable directly to CONSULTANT; and DISTRICT shall in no way be responsible to CONSULTANT for other entities' purchases.

14. Non-Discrimination

CONSULTANT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities or employment of personnel on the basis of ethnic group identification, race,

religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONSULTANT shall make available, upon written request by any duly authorized federal, state or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of CONSULTANT's costs related to this Agreement. All such books, documents and records shall be maintained by CONSULTANT for at least five (5) years following termination of this Agreement and be available for audit by DISTRICT. CONSULTANT shall provide to DISTRICT reports and information related to this Agreement as requested by DISTRICT.

16. Confidentiality

16.1 CONSULTANT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes, but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data that is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 CONSULTANT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. CONSULTANT shall not use such information for any purpose other than carrying out CONSULTANT's obligations under this Agreement. CONSULTANT shall promptly transmit to DISTRICT all third-party requests for disclosure of such information. CONSULTANT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by DISTRICT, any such information to anyone other than DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

DISTRICT's General Manager-Chief Engineer or designee shall administer this Agreement on behalf of DISTRICT and is to serve as the liaison with CONSULTANT in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Finance Division

CONSULTANT

VAN LANT & FANKHANEL, LLP
29970 Technology Drive, Suite 105A
Murrieta, CA 92563
Attn: Greg Fankhanel

19. Force Majeure

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts, such Party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. CONSULTANT agrees to furnish the required data and certifications to DISTRICT within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another CONSULTANT. In the event a contract has been issued, failure of CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONSULTANT shall indemnify and hold harmless DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever,

based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature. CONSULTANT shall defend the Indemnitees at its sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense, and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT indemnification to Indemnitees as set forth herein.

21.3 CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third-party claims.

22. Insurance

22.1 Without limiting or diminishing CONSULTANT's obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

a. Workers' Compensation:

If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of DISTRICT.

b. Commercial General Liability:

Commercial General Liability insurance coverage, including, but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

c. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as Additional Insureds.

d. Professional Liability:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement, and CONSULTANT shall purchase, at his sole expense, either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue as long as the law allows.

e. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by DISTRICT's Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer, such

waiver is only valid for that specific insurer and only for one policy term.

- 2) CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to DISTRICT and at the election of DISTRICT's Risk Manager, CONSULTANT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by DISTRICT Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.
- 4) It is understood and agreed to by the Parties hereto that CONSULTANT's insurance

shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work; or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.
- 6) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- 8) CONSULTANT agrees to notify DISTRICT of any claim by a third-party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONSULTANT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

23.3 In the event CONSULTANT receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

23.4 CONSULTANT shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONSULTANT shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third-party. CONSULTANT warrants that it has good title to all materials or products used by CONSULTANT or provided to DISTRICT pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources when deemed by DISTRICT to be in its best interest. DISTRICT reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 DISTRICT agrees to cooperate with CONSULTANT in CONSULTANT's performance under this Agreement, including, if stated in the Agreement, providing CONSULTANT with reasonable facilities and timely access to DISTRICT data, information and personnel.

23.8 CONSULTANT shall comply with all applicable federal, state and local laws and regulations. CONSULTANT will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, CONSULTANT shall comply with the more restrictive law or regulation.

23.9 CONSULTANT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONSULTANT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

23.12 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each Party of this

Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§1633.1 to 1633.17), for executing this Agreement. Parties further agree that the electronic signatures of Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signatures mean an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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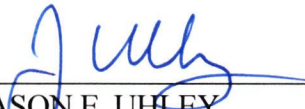
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

JUN 10 2025


(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 

JASON E. UHLEY
General Manager-Chief Engineer

By 

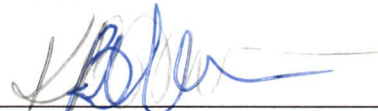
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

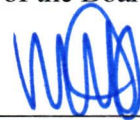
ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 

KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 

Deputy

[SEAL]

Professional Services Agreement: Van Lant & Fankhanel, LLP
Auditing Services
05/12/2025
MER:blm
P8/

VAN LANT & FANKHANEL, LLP,
a limited liability partnership

By 

GREG FANKHANEL
Managing Partner

Professional Services Agreement: Van Lant & Fankhanel, LLP
Auditing Services
05/13/25
MER:blj
P8/261973

EXHIBIT "A"

SCOPE OF SERVICES
EXTERNAL AUDIT SERVICES

This Agreement shall be effective May 1, 2025 and continues in effect through November 30, 2030 (Covers audits for Fiscal Years 24/25, 25/26, 26/27, 27/28 and 28/29) unless terminated earlier. CONSULTANT shall commence performance upon signature of this Agreement by both Parties and shall diligently and continuously perform thereafter. The District's Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

In accordance with District Act, District is required to have an annual audit performed on their financial statements and prepare an Annual Comprehensive Financial Report ("ACFR") at the end of each fiscal year. The audit must be conducted in accordance with auditing standards generally accepted in the United States; standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; applicable pronouncements of Governmental Accounting Standards Board; and pronouncements of the Financial Accounting Standards Board ("FASB").

To support District with auditing services, CONSULTANT is to examine District's financial records in accordance with generally accepted auditing standards as defined and described in:

- Generally Accepted Accounting Principles ("GAAP")
- Governmental Accounting Standards Board ("GASB")
- Governmental Auditing Standards issued by the Comptroller General of the United States

Audit services must include an examination for compliance with acceptable directives of laws, regulations, and contracts or grant documents.

Evaluation of District's internal controls.

CONSULTANT shall determine whether:

The financial statements of District present fairly its financial position, and the results of financial operations are in accordance with generally accepted accounting principles.

District has an internal control structure and other control systems to provide reasonable assurance that it is managing District funds in compliance with applicable laws and regulations that may have a material impact on the financial statements.

District has complied with applicable laws and regulations that may have a material impact on the financial statements.

District has expenditures of federal grants that would be subject to a single audit under the Office of Management and Budget ("OMB") requirements.

CONSULTANT must:

Provide an audit checklist on or by April 1 prior to the interim audit and June 1 prior to the end of the audited fiscal year.

Begin audit work on an agreed upon date prior to or no later than the second week of September of each applicable fiscal year.

Advise on implementation of new GASB pronouncements.

Provide technical assistance as requested by District throughout the year with regard to accounting transactions and generally accepted accounting principles.

Review and comment on documents contained in all sections (introductory, financial and statistical) of the ACFR completed by District Finance staff members to ensure compliance with the Government Finance Officers Association ("GFOA") Certificate of Achievement for Excellence in Financial Reporting Program.

Issue an opinion on District's financial statements no later than the last Thursday of October for each applicable fiscal year.

Give District consideration to assign the same on-site supervisor(s) for audit engagements to provide continuity for service performance.

Perform a single audit on the expenditures of federal grants in accordance with OMB *Compliance Supplement*.

REPORTING REQUIREMENTS/DELIVERABLES

Based on the audit work performed, CONSULTANT must issue the following reports:

A report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States.

A report on the internal control structure based on CONSULTANT's understanding of the control structure and assessment of control risk. CONSULTANT shall communicate all reportable conditions found during the audit in the report on internal controls. Non-reportable conditions discovered by CONSULTANT shall be reported either in the report on internal controls or in a separate letter to management. If the non-reportable conditions are reported in a separate letter, the letter will be referred to in the report on internal controls.

A report on compliance based on the audit of the financial statements performed in accordance with Government Auditing Standards. CONSULTANT shall communicate all instances of non-compliance that could have a material effect on the general-purpose financial statements in the report on compliance.

A report disclosing the status of findings and recommendations from previous audits that have remain uncorrected should be included.

An immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Chief of Finance, the Assistant Finance Director and any other member of District as necessary.

Audit reports and recommendations to District management available for review within five (5) business days after receiving the completed ACFR from District Finance staff. The final ACFR audit opinion shall be submitted to District no later than the last Thursday of October for each applicable fiscal year.

A single audit report on the expenditures of federal grants in accordance with OMG Circular A-133. CONSULTANT shall render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of District's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate Schedule of Expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required. The final audit reports shall be submitted to District by March 1st of each contracted fiscal year.

ASSISTANCE TO BE PROVIDED TO THE CONSULTANT

District represents that the books of account will be fully balanced, and all subsidiary ledgers reconciled to control accounts no later than the second week of September of each applicable fiscal year, immediately following the statement date.

District staff will prepare the following information on forms acceptable to CONSULTANT:

A final trial balance of each fund.

A final trial balance of each subsidiary ledger.

A schedule of District revenues, expenditures and beginning and ending balance by fund.

A copy of the final budget presented to the Board for audit period, the original budget ordinance for the audit period and all amendments to the budget ordinance.

A copy of all capital projects and all amendments thereto for all projects beginning during the period or not fully completed prior to the period.

A schedule of insurance in force during the year and of insurance expense for the year.

A schedule of all capital asset dispositions during the period.

A schedule of accounts payable at statement date.

Copies of all contracts with governmental grantor or grantee agencies.

Copies of all other contract in force at statement date of a material amount.

Such reasonable additional schedules as may be requested for financial audits.

District staff and responsible management personnel will be available during the audit to assist CONSULTANT by providing information and explanation.

EXHIBIT "B"

PAYMENT PROVISIONS

COST FOR AUDITING SERVICES

Audit Years are Fiscal Year 2024/2025 through Fiscal Year 2028/2029

Work done in Fiscal Years 2024/2025 and 2025/2026 – 2029/2030

Fiscal Year 2024/2025 through Fiscal Year 2029/2030

*5 Audit Years FY 2024/2025 through FY 2028/2029

Level of Position/Title	Fiscal Year	Hours Quoted	Rate/Hour	Discount	Extended Amount
Partners	2024/2025	54.84	\$200	(\$968)	\$10,000
Partners	2025/2026	115.16	\$200	(\$2,032)	\$21,000
Partners	2026/2027	170	\$200	(\$3,000)	\$31,000
Partners	2027/2028	170	\$200	(\$3,000)	\$31,000
Partners	2028/2029	170	\$200	(\$2,200)	\$31,800
Partners	2029/2030	170	\$200	(\$2,200)	\$31,800
				Grand Total	\$156,600

Total Price, written in numbers, for Audit year 2024/2025 in Fiscal Year (FY) 2024/2025 (May interim audit)

\$10,000

Total Price, written in numbers, for Audit Year 2024/2025 and FY 2025/2026:

\$21,000

Total Price, written in numbers, for Audit Year 2025/2026, in FY 2026/2027:

\$31,000

Total Price, written in numbers, for Audit Year 2026/2027, in FY 2027/2028:

\$31,000

Total Price, written in numbers, for Audit Year 2027/2028, in FY 2028/2029:

\$31,800

Total Price, written in numbers, for Audit Year 2028/2029, in FY 2029/2030:

\$31,800

Grand total for all five (5) years:

\$156,600