

SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 13.4
(ID # 28547)

MEETING DATE:
Tuesday, August 26, 2025

FROM : HOUSING AUTHORITY

SUBJECT: HOUSING AUTHORITY: Approve and Accept Highest Rated Proposal for Financial Audit Services Submitted by Davis Farr LLC, and Ratify and Approve the Professional Services Agreement for Financial Audit Services Between the Housing Authority of the County of Riverside and Davis Farr LLP for Three Years with Options to Extend Two Additional Years; [\$436,441 - US Department of Housing and Urban Development, Public Housing Operating Funds 100%]; CEQA Exempt per State CEQA Guidelines Section 15061(b)(3), All Districts. [\$81,800]

RECOMMENDED MOTION: That the Board of Commissioners:

1. Find that the project is exempt under California Environmental Quality Act (CEQA) State Guidelines Section 15061(b)(3);
2. Approve and accept the highest rated proposal submitted by Davis Farr LLP to the Housing Authority of the County of Riverside (HACR) as the most responsible and responsive proposer for the provision of financial audit services for a three year term, with options to extend for two additional years, for a total aggregate contract amount of \$413,941 (\$81,800 year 1, \$81,800 year 2 and \$81,800 year 3. If exercised, extension 1 \$83,436, extension 2 \$85,105);

Continued on Page 2

ACTION:Policy


Heidi Marshall, Director of Housing, Homelessness Prevention 7/31/2025

MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Commissioner Gutierrez, seconded by Commissioner Medina 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: August 26, 2025
xc: Housing Authority

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Commissioners:

3. Ratify and approve the attached Professional Services Agreement for Financial Audit Services (Agreement) between HACR and Davis Farr LLP for a total contract amount of \$436,441 (\$81,800 year 1, \$81,800 year 2 and \$81,800 year 3. If exercised, extension 1 \$83,436, extension 2 \$85,105);
4. Authorize and ratify the Executive Director to execute the attached Agreement;
5. Authorize the Executive Director, or designee, to take all necessary steps to implement the Agreement including, but not limited to, signing subsequent essential and relevant documents and extensions, subject to approval as to form by County Counsel; and
6. Direct Housing Authority staff to file the Notice of Exemption with the County Clerk and State Clearinghouse within five (5) business days of Board approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$81,800	\$81,800	\$245,400	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Department of Housing and Urban Development (HUD), Public Housing Operating Funds 100%			Budget Adjustment: No For Fiscal Year: FY25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (Housing Authority) is required by the U.S. Department of Housing and Urban Development (HUD) to perform financial audits on an annual basis as well as other audits and financial reports as may be required by HUD.

The Housing Authority advertised a Request for Proposals No. 2025-002 (RFP) for financial audit services with a closing date of June 27, 2025. The requested financial audit services included general audits of the Housing Authority, HUD final audit reports, and additional financial audit services as needed. The Housing Authority received and evaluated two proposals. The evaluation of all proposals submitted in response to the RFP was conducted pursuant to the procedures for competitive proposals set forth in Section 5.7 of the Housing Authority Procurement Policy. The RFP clearly identified all evaluation factors and their relative importance. Pursuant to Section 5.7.3 of the Housing Authority Procurement Policy, the RFP was evaluated by an appropriately appointed Evaluation Committee.

Housing Authority staff recommend the Board of Commissioners (BOC) approve and accept the highest rated proposal submitted by Davis Farr LLP as the most responsible and responsive proposer for the provision of financial audit services based on the scores provided by the

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Evaluation Committee. The proposal submitted by Davis Farr LLP is most advantageous to the Housing Authority, with price and all other factors considered.

Housing Authority staff also recommend that the BOC ratify and approve the attached proposed Professional Services Agreement for Financial Audit Services (Agreement) entered into between the Housing Authority and Davis Farr LLP. The proposed Agreement is for a term of three years, with options to extend for two additional years, and a maximum total contract amount of \$436,441 (\$81,800 year 1, \$81,800 year 2 and \$81,800 year 3. If exercised, extension 1 \$83,436, extension 2 \$85,105).

Housing Authority staff recommend approval of the attached proposed Agreement. County Counsel has reviewed and approved the Agreement as to form.

CEQA Analysis

The proposed Agreement with Davis Farr LLP is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), common sense, general rule exemption. It can be seen with certainty that there is no possibility that the Agreement may have any significant effect on the environment. The proposed action is for financial audit services and will not result in any development or physical changes to the environment. Housing Authority staff will file a Notice of Exemption with the Clerk of the Board within five working days after the approval of the proposed Agreement.

Impact on Residents and Businesses

Approving this item will have a positive impact on the citizens and businesses of Riverside County. This HUD required financial audit service will enable the Housing Authority to meet its HUD obligations and better provide services to the community.

Contract History and Price Reasonableness

The Housing Authority advertised a Request for Proposals (RFP) No. 2025-002 with a proposal due date of June 27, 2025. The Housing Authority received and evaluated two proposals. Davis Farr LLP was the highest rated proposer that responded to the solicitation.

The cost proposed by Davis Farr LLP at \$245,400 for the three-year period is \$75,915 lower than the cost proposed by the other bidder for the three-year period, and is deemed to be appropriate, fair and reasonable.

ATTACHMENTS:

- Professional Services Agreement for Financial Audit Services (3)
- Notice of Exemption


Stacey Pena, EO Management Analyst 8/14/2025


Aaron Gettis, Chief of Deputy County Counsel 8/13/2025

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PROFESSIONAL SERVICES AGREEMENT

For

Financial Audit Services

Between

The Housing Authority of the County of Riverside

And

DAVIS FARR LLC



1 THIS PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL AUDIT
2 SERVICES ("Agreement"), is made and entered into this ___ day of July 2025, by and
3 between DAVIS FARR LLC ("CONSULTANT"), and the HOUSING AUTHORITY OF
4 THE COUNTY OF RIVERSIDE, a public body corporate and politic ("AUTHORITY"). The
5 parties agree as follows:

6
7 **RECITALS**

8 **WHEREAS**, AUTHORITY is a Housing Authority duly created, established and
9 authorized to transact business and exercise its powers, all under and pursuant to the
10 provision of the Housing Authorities Law located in Part 2 of Division 24 of the California
11 Health and Safety Code commencing with Section 34200 et seq.;

12 **WHEREAS**, pursuant to the Housing Authorities Law, AUTHORITY is authorized
13 to make and execute contracts and other instruments necessary or convenient to
14 exercise its powers;

15 **WHEREAS**, CONSULTANT was the successful responsive and responsible
16 proposer in connection with the AUTHORITY'S Request for Proposals ("RFP") No. 2025-
17 002 for Financial Audit Services, dated June 17, 2025, incorporated herein by this
18 reference ("RFP No. 2025-002"); and

19 **WHEREAS**, CONSULTANT has the expertise, special skills, knowledge and
20 experience to perform the duties set out herein and in the RFP No. 2025-002 and agrees
21 to provide such services to AUTHORITY.

22 **NOW THEREFORE**, in consideration of the mutual covenants contained herein,
23 the parties hereto agree as follows:

24
25 **1. Description of Services**

26 CONSULTANT shall furnish all labor, material and equipment as outlined and
27 specified in (i) the Scope of Service, attached hereto as Exhibit "A"; (ii) CONSULTANT'S
28 proposal, submitted to the AUTHORITY on June 17, 2025 in connection with RFP No.

1 2025-002, attached hereto as Exhibit "B"; (iii) HUD Form 5369 C, attached hereto as
2 Exhibit "C"; (iv) HUD Form 5370-C, attached hereto as Exhibit "D"; and (v) HUD Form
3 50071, attached hereto as Exhibit "E". Each exhibit is respectively incorporated herein
4 by this reference (collectively, "Financial Audit Services").

5
6 **1.1** In addition to providing the Financial Audit Services, the CONSULTANT
7 shall conduct and subsequently deliver the results of the annual financial audits (Audits)
8 to the AUTHORITY, in a timely manner, as agreed to by both parties.

9
10 **1.2** CONSULTANT shall provide Financial Audit Services for AUTHORITY for
11 the fees stated in Paragraph 3.1 below.

12
13 **1.3** CONSULTANT represents that it has the skills, experience and knowledge
14 necessary to fully and adequately perform under this Agreement, and the AUTHORITY relies
15 upon this representation. CONSULTANT shall perform to the satisfaction of the
16 AUTHORITY, and CONSULTANT shall perform the services and duties in conformance to
17 and consistent with the standards generally recognized as being employed by professionals
18 in the same discipline in the State of California. CONSULTANT further represents and
19 warrants to the AUTHORITY that it has all licenses, permits, qualifications and approvals of
20 whatever nature are legally required to practice its profession. CONSULTANT further
21 represents that it shall keep all such licenses and approvals in effect during the term of this
22 Agreement.

23
24 **1.4** CONSULTANT affirms that it is fully apprised of all of the work to be performed
25 under this Agreement; and the CONSULTANT agrees it can properly perform this work at
26 the fee stated in Paragraph 3.1. CONSULTANT shall not perform services or provide
27 products that are not set forth in this Agreement, unless by prior written request of the
28 AUTHORITY.

1
2 **1.5** Acceptance by the AUTHORITY of the CONSULTANT'S performance under
3 this Agreement does not operate as a release of CONSULTANT'S responsibility for full
4 compliance with the terms of this Agreement.

5
6 **2. Term**

7 **2.1** The term of this Agreement shall commence on July 1, 2025, and shall
8 terminate on June 30, 2028, unless earlier terminated pursuant to Paragraph 5 below.

9
10 **2.2 Extension.** Upon mutual written agreement, the AUTHORITY and
11 CONSULTANT shall have the option to extend this Agreement for two (2) additional
12 consecutive one (1) year periods. Such extensions must be approved in writing by the
13 Parties and memorialized in a written amendment to this Agreement executed by the
14 Parties hereto. The cumulative period of performance under this Agreement (including
15 the initial Term) shall not exceed a total of five (5) years with a completion/termination
16 date of June 30, 2030. All applicable indemnification provisions in this Agreement shall
17 survive the termination of this Agreement.

18
19 **3. Compensation**

20 **3.1** The AUTHORITY shall pay the CONSULTANT for services performed,
21 products provided, and expenses incurred in accordance with the Scope of Service
22 attached hereto as Exhibit "A," the Financial Audit Services, and as provided in this
23 Agreement. Maximum payment (should this Agreement be renewed for all five (5) years)
24 by AUTHORITY to CONSULTANT for the services provided herein shall not exceed
25 \$436,441 including all expenses ("Maximum Contract Amount").

26
27 CONSULTANT'S fees encompass all Financial Audit Services and such other
28 services required in this Agreement including, but not limited to, annual audits, and

1 submission of all required forms. CONSULTANT'S fees also include all travel, per diem
2 and other direct costs related to its Services. For purposes of this paragraph only, the
3 term "Audits" shall mean any type of audit required pursuant to this Agreement including,
4 but not limited to, annual audits required by the United States Department of Housing
5 and Urban Development ("HUD") or other government agencies.

6
7 CONSULTANT'S firm-fixed fees (including all expenses) for services provided
8 under this Agreement shall be as follows; provided, however in no event shall the
9 AUTHORITY's payment of such fees exceed the Maximum Contract Amount:

- 10 • AUTHORITY Annual Audit for FY2025 \$81,800
- 11 • AUTHORITY Annual Audit for FY2026 \$81,800
- 12 • AUTHORITY Annual Audit for FY2027 \$81,800
- 13 • AUTHORITY Annual Audit for FY2028 \$83,436
- 14 • AUTHORITY Annual Audit for FY2029 \$85,105
- 15
- 16 • CONSULTANT'S fees above include Single Audit for up to 2 major
17 programs. Additional major programs for Single Audit are \$4,500 each if
18 required \$22,500 (if required)
- 19

20 In performing all services, including, but not limited to the Financial Audit Services,
21 required under this Agreement, the maximum total amount paid by AUTHORITY to
22 CONSULTANT hereunder shall in no event exceed the Maximum Contract Amount. The
23 AUTHORITY shall not be responsible for any fees or costs incurred above or beyond the
24 aforementioned Maximum Contract Amount and AUTHORITY shall have no obligation
25 to purchase any specified amount of services or products, unless agreed to in writing by
26 AUTHORITY pursuant to Paragraph 4 below. CONSULTANT shall not be entitled to any
27 additional fees for any of the Financial Audit Services other than those set forth above.
28

1 No compensation shall be allowed for administrative, overhead, insurance, word
2 processing (normal or overflow secretarial time or overtime, or computer time or service)
3 and related expenses.

4
5 **3.2** CONSULTANT shall be paid only in accordance with an invoice submitted
6 to AUTHORITY by CONSULTANT. AUTHORITY shall pay the invoice within thirty (30)
7 working days from the date of receipt of the invoice. Payment shall be made to
8 CONSULTANT only after services have been rendered or delivery of materials or
9 products, and acceptance has been made by AUTHORITY.

10 For this Agreement, invoices can be mailed or emailed to:

11
12 Housing Authority of the County of Riverside
13 Attn: Fiscal Team
14 5555 Arlington Avenue, Riverside, CA 92504
15 HWS-HA-fiscal@rivco.org

16 a) In accordance with California Government Code Section 926.10,
17 AUTHORITY is not allowed to pay excess interest and late charges.

18
19 **3.3** The AUTHORITY'S obligation for payment of this Agreement beyond the
20 current fiscal year end is contingent upon and limited by the availability of AUTHORITY'S
21 funding from which payment can be made. No legal liability on the part of the
22 AUTHORITY shall arise for payment beyond June 30 of each calendar year unless funds
23 are made available for such payment. In the event that such funds are not forthcoming
24 for any reason, AUTHORITY shall immediately notify CONSULTANT in writing, and this
25 Agreement shall be deemed terminated and have no further force and effect.

26
27 **3.4** CONSULTANT acknowledges and agrees that this Agreement and the
28 provision of services hereunder is nonexclusive and that the AUTHORITY may enter into

1 similar agreements with other entities for the provision of similar services.

2
3 **4. Alteration or Changes to the Agreement**

4 No alteration or variation of the terms of this Agreement shall be valid unless made
5 in writing and signed by the parties hereto, and no oral understanding or agreement not
6 incorporated herein shall be binding on any of the parties hereto. No additional services
7 shall be performed by CONSULTANT without a written amendment to this Agreement.

8
9 CONSULTANT understands that the AUTHORITY Contracting Officer or the
10 AUTHORITY Deputy Executive Director are the only authorized AUTHORITY
11 representatives who may at any time, by written order, make any alterations within the
12 general scope of this Agreement.

13
14 If CONSULTANT feels that any work requested of it is beyond the Scope of
15 Services under this Agreement, any claim by the CONSULTANT for adjustment under
16 this Paragraph shall be made within thirty (30) days of the Effective Date.

17
18 **5. Termination**

19 AUTHORITY may, by written notice to CONSULTANT, terminate this Agreement
20 in whole or in part at any time. Such termination may be for AUTHORITY'S convenience
21 or because of CONSULTANT'S failure to perform its duties and obligations under this
22 Agreement including, but not limited to, the failure of CONSULTANT to timely perform
23 services pursuant to this Agreement, including, but not limited to the Scope of Services
24 attached hereto as Exhibit "A" and the Financial Audit Services.

25
26 **5.1 Discontinuance of Services.** Upon Termination, CONSULTANT shall,
27 unless otherwise directed by the notice, discontinue all services and deliver to the
28 AUTHORITY all data, estimates, graphs, summaries, reports, and other related materials

1 as may have been prepared or accumulated by CONSULTANT in performance of
2 services, whether completed or in progress.

3
4 **5.2** Effect of Termination for Convenience. If the termination is to be for the
5 convenience of the AUTHORITY, the AUTHORITY shall compensate CONSULTANT for
6 services satisfactorily provided through the date of termination. CONSULTANT shall
7 provide documentation deemed adequate by AUTHORITY to show the services actually
8 completed by CONSULTANT prior to the date of termination. This Agreement shall
9 terminate thirty (30) days following receipt by the CONSULTANT of the written notice of
10 termination.

11
12 **5.3** Effect of Termination for Cause. If the termination is due to the failure of
13 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be
14 compensated for those services which have been completed in accordance with this
15 Agreement and accepted by the AUTHORITY. In such case, the AUTHORITY may take
16 over the work and prosecute the same to completion by contract or otherwise. Further,
17 CONSULTANT shall be liable to the AUTHORITY for any reasonable additional costs
18 incurred by the AUTHORITY to revise work for which the AUTHORITY has compensated
19 CONSULTANT under this Agreement, but which the AUTHORITY has determined in its
20 sole discretion needs to be revised in part or whole to complete the project. Prior to
21 discontinuance of services, the AUTHORITY may arrange for a meeting with
22 CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately
23 fulfill its requirements under this Agreement. In its sole discretion, AUTHORITY may
24 propose an adjustment to the terms and conditions of the Agreement, including the
25 contract price. Such contract adjustments, if accepted in writing by the parties, shall
26 become binding on CONSULTANT and shall be performed as part of this Agreement. In
27 the event of termination for cause, unless otherwise agreed to in writing by the parties,
28 this Agreement shall terminate seven (7) days following the date the notice of termination

1 was mailed to the CONSULTANT. Termination of this Agreement for cause may be
2 considered by the AUTHORITY in determining whether to enter into future agreements
3 with CONSULTANT.

4
5 **5.4** Notwithstanding any of the provisions of this Agreement, CONSULTANT'S
6 rights under this Agreement shall terminate (except for fees accrued prior to the date of
7 termination) upon dishonesty, or a willful or material breach of this Agreement by
8 CONSULTANT, or in the event of CONSULTANT'S unwillingness or inability for any
9 reason whatsoever to perform the duties hereunder, or if the Agreement is terminated
10 pursuant to this Paragraph 5. In such event, CONSULTANT shall not be entitled to any
11 further compensation under this Agreement.

12
13 **5.5** Cumulative Remedies. The rights and remedies of the parties provided in
14 this Paragraph are in addition to any other rights and remedies provided by law, equity
15 or under this Agreement.

16
17 **6. Data Security**

18 **6.1** Definitions: Capitalized terms used herein shall have the meanings set
19 forth in this Paragraph 6.

20 "Authorized Employees" means CONSULTANT'S employees who have a need to
21 know or otherwise access Personal Information to enable CONSULTANT to perform its
22 obligations under this Agreement.

23 "Authorized Persons" means (i) Authorized Employees; and (ii) CONSULTANT'S
24 subcontractors, agents, and auditors who have a need to know or otherwise access
25 Personal Information to enable CONSULTANT to perform its obligations under this
26 Agreement, and who are bound in writing by confidentiality obligations sufficient to
27 protect Personal Information in accordance with the terms and conditions of this
28 Agreement.

1 "Highly-Sensitive Personal Information" means an (i) individual's government-
2 issued identification number (including social security number, driver's license number
3 or state-issued identified number); (ii) financial account number, credit card number,
4 debit card number, credit report information, with or without any required security code,
5 access code, personal identification number or password, that would permit access to
6 an individual's financial account; or (iii) biometric or health data.

7 "Personal Information" means information provided to CONSULTANT by or at the
8 direction of AUTHORITY, or to which access was provided to CONSULTANT by or at
9 the direction of AUTHORITY, in the course of CONSULTANT'S performance under this
10 Agreement that: (i) identifies or can be used to identify an individual (including, without
11 limitation, names, signatures, addresses, telephone numbers, e-mail addresses and
12 other unique identifiers); or (ii) can be used to authenticate an individual (including,
13 without limitation, employee identification numbers, government-issued identification
14 numbers, passwords or PINs, financial account numbers, credit report information,
15 biometric or health data, answers to security questions and other personal identifiers), in
16 case of both subclauses (i) and (ii), including, without limitation, all Highly-Sensitive
17 Personal Information. Business contact information is not by itself deemed to be
18 Personal Information.

19
20 **6.2 Standard of Care:**

21 **A.** CONSULTANT acknowledges and agrees that, in the course of its
22 engagement by AUTHORITY, CONSULTANT may receive or have access to Personal
23 Information. CONSULTANT shall comply with the terms and conditions set forth in this
24 Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure
25 of such Personal Information and be responsible for the unauthorized collection, receipt,
26 transmission, access, storage, disposal, use and disclosure of Personal Information
27 under its control or in its possession by all Authorized Employees/Authorized Persons.
28 CONSULTANT shall be responsible for, and remain liable to, AUTHORITY for the

1 actions and omissions of all Authorized Persons that are not Authorized Employees
2 concerning the treatment of Personal Information as if they were CONSULTANT'S own
3 actions and omissions.

4 **B.** Personal Information is deemed to be Confidential Information of AUTHORITY
5 and is not Confidential Information of CONSULTANT. In the event of a conflict or
6 inconsistency between this Paragraph 6 and compliance with California law, the terms
7 and conditions set forth in this Paragraph 6 shall govern and control.

8 **C.** In recognition of the foregoing, CONSULTANT agrees and covenants that it
9 shall:

- 10 (i) keep and maintain all Personal Information in strict confidence, using such
11 degree of care as is appropriate to avoid unauthorized access, use or disclosure;
12 (ii) use and disclose Personal Information solely and exclusively for the purposes
13 for which the Personal Information, or access to it, is provided pursuant to the
14 terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute,
15 or otherwise disclose or make available Personal Information for
16 CONSULTANT'S own purposes or for the benefit of anyone other than
17 AUTHORITY, in each case, without AUTHORITY'S prior written consent; and
18 (iii) not, directly or indirectly, disclose Personal Information to any person other
19 than its Authorized Employees/Authorized Persons, (an "Unauthorized Third
20 Party"), without express written consent from AUTHORITY, unless and to the
21 extent required by government authorities or as otherwise to the extent expressly
22 required by applicable law, in which case, CONSULTANT shall (i) use best efforts
23 to notify AUTHORITY before such disclosure or as soon thereafter as reasonably
24 possible; and (ii) require the Unauthorized Third Party that has access to Personal
25 Information to execute a written agreement agreeing to comply with the terms and
26 conditions of this Agreement relating to the treatment of Personal Information.

27
28 **6.3 Information Security:**

1 A. CONSULTANT represents and warrants that its collection, access, use,
2 storage, disposal and disclosure of Personal Information does and will comply with all
3 applicable federal, state, privacy and data protection laws, as well as all other applicable
4 regulations and directives.

5 B. At a minimum, CONSULTANT'S safeguards for the protection of Personal
6 Information shall include: (i) limiting access of Personal Information to Authorized
7 Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files,
8 servers, back-up systems and computing equipment, including, but not limited to, all
9 mobile devices and other equipment with information storage capability; (iii)
10 implementing network, device application, database and platform security; (iv) securing
11 information transmission, storage and disposal; (v) implementing authentication and
12 access controls within media, applications, operating systems and equipment; (vi)
13 encrypting Highly-Sensitive Personal Information stored on any mobile media; (vii)
14 encrypting Highly-Sensitive Personal Information transmitted over public or wireless
15 networks; (viii) strictly segregating Personal Information from information of
16 CONSULTANT or its other customers so that Personal Information is not commingled
17 with any other types of information; (ix) implementing appropriate personnel security and
18 integrity procedures and practices, including, but not limited to, conducting background
19 checks consistent with applicable law; and (x) providing appropriate privacy and
20 information security training to CONSULTANT'S employees.

21
22 **7. Ownership/Use of Contract Materials and Products**

23 The CONSULTANT agrees that all materials, reports or products in any form,
24 including electronic, created by CONSULTANT for which CONSULTANT has been
25 compensated by AUTHORITY pursuant to this Agreement shall be the sole property of
26 the AUTHORITY. The material, reports or products may be used by the AUTHORITY for
27 any purpose that the AUTHORITY deems to be appropriate, including, but not limit to,
28 duplication and/or distribution within the AUTHORITY or to third parties. CONSULTANT

1 agrees not to release or circulate in whole or part such materials, reports, or products
2 without prior written authorization of the AUTHORITY.

3 Upon completion of the work described in the Scope of Services attached hereto
4 as Exhibit "A" and the Financial Audit Services, the CONSULTANT shall furnish to the
5 AUTHORITY, ten (10) bound copies and five (5) digital copies, in a format acceptable to
6 the AUTHORITY, of the deliverables and/or documents as specified in the Scope of
7 Services attached hereto as Exhibit "A."

8
9 **8. Conflict of Interest**

10 **8.1** CONSULTANT covenants that it presently has no interest, including but not
11 limited to, other projects or independent contracts, and shall not acquire any such interest,
12 direct or indirect, which would conflict in any manner or degree with the performance of
13 services required under this Agreement. CONSULTANT further covenants that in the
14 performance of this Agreement, no person having any such interest shall be employed or
15 retained by it under this Agreement. The CONSULTANT agrees to inform the
16 AUTHORITY of all the CONSULTANT'S interests, if any, which are or may be perceived
17 as incompatible with the AUTHORITY'S interests.

18 **8.2** The CONSULTANT shall not, under circumstances which could be
19 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept
20 any gratuity or special favor from individuals or firms with whom the CONSULTANT is
21 doing business or proposing to do business, in accomplishing the work under this
22 Agreement.

23 **8.3** The CONSULTANT or its employees shall not offer gifts, gratuity, favors,
24 and entertainment directly or indirectly to AUTHORITY employees.

25
26 **9. Inspection of Services**

27 **9.1** All performance shall be subject to inspection by the AUTHORITY. The
28 CONSULTANT shall provide adequate cooperation to AUTHORITY representative(s) to

1 permit him/her to determine the CONSULTANT'S conformity with the terms of this
2 Agreement. If any services performed or products provided by CONSULTANT are not
3 in conformance with the terms of this Agreement, the AUTHORITY shall have the right
4 to require the CONSULTANT to perform the services or provide the products in
5 conformance with the terms of the Agreement at no additional cost to the AUTHORITY.
6 When the services to be performed or the products to be provided are of such nature
7 that the difference cannot be corrected, the AUTHORITY shall have the right to: (1)
8 require the CONSULTANT immediately to take all necessary steps to ensure future
9 performance in conformity with the terms of the Agreement; and/or (2) reduce the
10 Agreement price to reflect the reduced value of the services performed or products
11 provided. The AUTHORITY may also terminate this Agreement for default and charge
12 to CONSULTANT any costs incurred by the AUTHORITY because of the
13 CONSULTANT'S failure to perform.

14 **9.2** CONSULTANT shall establish adequate procedures for self-monitoring to
15 ensure proper performance under this Agreement; and shall permit an AUTHORITY
16 representative(s) to monitor, assess or evaluate CONSULTANT'S performance under
17 this Agreement at any time upon reasonable notice to CONSULTANT.

18
19 **10. Independent Contractor**

20 The CONSULTANT is, for purposes relating to this Agreement, an independent
21 contractor and shall not be deemed an employee of the AUTHORITY. It is expressly
22 understood and agreed that the CONSULTANT (including its employees, agents and
23 subcontractors) shall in no event be entitled to any benefits to which AUTHORITY
24 employees are entitled, including but not limited to overtime, any retirement benefits,
25 worker's compensation benefits, and injury leave or other leave benefits. There shall be
26 no employer-employee relationship between the parties, and CONSULTANT shall hold
27 AUTHORITY harmless from any and all claims that may be made against AUTHORITY
28 based upon any contention by a third party that an employer-employee relationship

1 exists by reason of this Agreement. It is further understood and agreed by the parties
2 that CONSULTANT in the performance of this Agreement is subject to the control or
3 direction of AUTHORITY merely as to the results to be accomplished and not as to the
4 means and methods for accomplishing the results.

5
6 **11. Subcontract for Work or Services**

7 No contract shall be made by the CONSULTANT with any other party for
8 furnishing any of the work or services under this Agreement without the prior written
9 approval of the AUTHORITY, but this provision shall not require the approval of contracts
10 of employment between the CONSULTANT and personnel assigned under this
11 Agreement, or for parties named in the proposal and agreed to under this Agreement.

12
13 **12. Disputes**

14 **12.1** The parties shall attempt to resolve any disputes amicably at the working
15 level. If that is not successful, the dispute shall be referred to the senior management of
16 the parties. Any dispute relating to this Agreement which is not resolved by the parties
17 shall be decided by the AUTHORITY'S Contracting Officer who shall furnish the decision
18 in writing. The decision of the AUTHORITY'S Contracting Officer shall be final and
19 conclusive unless determined by a court of competent jurisdiction to have been
20 fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad
21 faith. The CONSULTANT shall proceed diligently with the performance of this Agreement
22 pending the resolution of a dispute.

23 **12.2** Prior to the filing of any legal action related to this Agreement, the parties
24 shall be obligated to attend a mediation session in Riverside County before a neutral
25 third party mediator. A second mediation session shall be required if the first session is
26 not successful. The parties shall share the cost of the mediations. Each party shall be
27 responsible for its own legal fees and other expenses incident to the preparation for
28 mediation.

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13. Jurisdiction and Venue

This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the Superior Court in the County of Riverside, State of California.

14. 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 the AUTHORITY. 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.

15. Non-Discrimination

CONSULTANT shall not 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 Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (Pub.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable laws or regulations.

16. Records and Documents

1 CONSULTANT shall make available, upon written request by any duly authorized
2 Federal, State or County agency, a copy of this Agreement and such books, documents
3 and records as are necessary to certify the nature and extent of the CONSULTANT'S
4 costs related to this Agreement. All such books, documents and records shall be
5 maintained by CONSULTANT for at least five (5) years following termination of this
6 Agreement and be available for audit by the AUTHORITY. CONSULTANT shall provide
7 to the AUTHORITY reports and information related to this Agreement as requested by
8 AUTHORITY.

9
10 **17. Confidentiality**

11 17.1 The CONSULTANT shall not use for personal gain or make other improper
12 use of privileged or confidential information which is acquired in connection with this
13 Agreement. The term "privileged or confidential information" includes but is not limited to:
14 unpublished or sensitive technological or scientific information; medical, personnel, or
15 security records; anticipated material requirements or pricing/purchasing actions;
16 AUTHORITY information or data which is not subject to public disclosure; AUTHORITY
17 operational procedures; and knowledge of selection of contractors, subcontractors or
18 suppliers in advance of official announcement.

19 17.2 The CONSULTANT shall protect from unauthorized disclosure names and
20 other identifying information concerning persons receiving services pursuant to this
21 Agreement, except for general statistical information not identifying any person. The
22 CONSULTANT shall not use such information for any purpose other than carrying out the
23 CONSULTANT'S obligations under this Agreement. The CONSULTANT shall promptly
24 transmit to the AUTHORITY all third party requests for disclosure of such information.
25 The CONSULTANT shall not disclose, except as otherwise specifically permitted by this
26 Agreement or authorized in advance in writing by the AUTHORITY, any such information
27 to anyone other than the AUTHORITY. For purposes of this Paragraph 17, identity shall
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1 include, but not be limited to, name, identifying number, symbol, or other identifying
2 particulars assigned to the individual, such as finger or voice print or a photograph.

3
4 **18. Administration/Contract Liaison**

5 The Deputy Executive Director of the Housing Authority of the County of
6 Riverside, or designee, shall administer this Agreement on behalf of AUTHORITY and is
7 authorized to take any and all actions on behalf of the AUTHORITY as set forth herein
8 and to terminate services in accordance with Paragraph 5 of this Agreement. Whenever
9 a reference is made herein to an action or approval to be undertaken by the
10 AUTHORITY, the Deputy Executive Director, or designee, is authorized to act unless
11 this Agreement specifically provides otherwise.

12
13 **19. Notices**

14 All correspondence and notices required or contemplated by this Agreement shall
15 be delivered to the respective parties at the addresses set forth below, or at such other
16 address provided by a party in writing, and are deemed submitted one (1) day after their
17 deposit in the United States Mail, postage prepaid:

18 **AUTHORITY**

19 Housing Authority of the County of Riverside
20 5555 Arlington Avenue, Riverside, CA 92504
21 Attention: Deputy Director

22 **CONSULTANT**

23 Davis Farr LLC
18201 Von Karman Avenue, Suite 1100, Irvine, CA 92612

24 **20. Force Majeure**

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

1 provides written notice to the other party no later than five (5) days after the
2 commencement of such force majeure event.

3
4 **21. EDD Reporting Requirements**

5 In order to comply with child support enforcement requirements of the State of
6 California, the AUTHORITY may be required to submit a Report of Independent
7 Contractor(s) form **DE 542** to the Employment Development Department (“EDD”). The
8 CONSULTANT agrees to furnish the required data and certifications to the AUTHORITY
9 within 10 days of notification of award of Agreement when required by the EDD. This
10 data will be transmitted to governmental agencies charged with the establishment and
11 enforcement of child support orders. Failure of the CONSULTANT to timely submit the
12 data and/or certificates required may result in the contract being award to another
13 CONSULTANT. In the event a contract has been issued, failure of the CONSULTANT
14 to comply with all federal and state reporting requirements for child support enforcement
15 or to comply with all lawfully served Wage and Earnings Assignments Orders and Notice
16 of Assignment shall constitute a material breach of Agreement. If CONSULTANT has
17 any questions concerning this reporting requirement, please call (916) 657-0529.
18 CONSULTANT should also contact is local Employment Tax Customer Service Office
19 listed in the telephone directory in the State Government section under “Employment
20 Development Department” or access their Internet site at www.edd.ca.gov.

21
22 **22. Hold Harmless/Indemnification**

23 **22.1** CONSULTANT shall indemnify and hold harmless the Housing Authority
24 of the County of Riverside, the County of Riverside, its Agencies, Districts, Special
25 Districts and Departments, their respective directors, officers, Board of Supervisors,
26 Board of Commissioners, elected and appointed officials, employees, agents and
27 representatives (collectively, “Indemnified Parties”) from any liability, claim, damage or
28 action whatsoever, based or asserted upon any act or omission of CONSULTANT, its

1 officers, employees, subcontractors, agents or representatives arising out of or in any
2 way relating to this Agreement, including but not limited to property damage, bodily injury,
3 or death. CONSULTANT shall defend, at its sole cost and expense, including but not
4 limited to attorney fees, cost of investigation, defense and settlements or awards, the
5 Housing Authority of the County of Riverside, the County of Riverside, its respective
6 Agencies, Districts, Special Districts and Departments, their respective directors,
7 officers, Board of Supervisors, Board of Commissioners, elected and appointed officials,
8 employees, agents and representatives in any such action or claim. With respect to any
9 action or claim subject to indemnification herein by CONSULTANT, CONSULTANT
10 shall, at its sole cost, have the right to use counsel of its own choice and shall have the
11 right to adjust, settle, or compromise any such action or claim without the prior consent
12 of AUTHORITY; provided, however, that any such adjustment, settlement or
13 compromise in no manner whatsoever limits or circumscribes CONSULTANT'S
14 indemnification of AUTHORITY and the Indemnified Parties. CONSULTANT'S
15 obligations hereunder shall be satisfied when CONSULTANT has provided to
16 AUTHORITY the appropriate form of dismissal (or similar document) relieving the
17 AUTHORITY from any liability for the action or claim involved. The specified insurance
18 limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S
19 obligations to indemnify and hold harmless the AUTHORITY and Indemnified Parties.

20 **22.2** In the event there is conflict between this clause and California Civil Code
21 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
22 interpretation shall not relieve the CONSULTANT from indemnifying the AUTHORITY to
23 the fullest extent allowed by law. The indemnification and hold harmless obligations set
24 forth in this Paragraph 22 shall survive the termination and expiration of this Agreement.

25
26 **23. Insurance**

27 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or
28 hold the AUTHORITY harmless, CONSULTANT shall procure and maintain or cause to

1 be maintained, at its sole cost and expense, the following insurance coverage during the
2 term of this Agreement. As respects to the insurance section only, AUTHORITY herein
3 refers to the Housing Authority of the County of Riverside, the County of Riverside, its
4 respective Agencies, Districts, Special Districts, and Departments, their respective
5 directors, officers, Board of Supervisors, Board of Commissioners, employees, elected
6 or appointed officials, agents or representatives as Additional Insureds.

7 A. Workers' Compensation:

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

14 B. Commercial General Liability:

15 Commercial General Liability insurance coverage, including but not limited to,
16 premises liability, unmodified contractual liability, products and completed
17 operations liability, personal and advertising injury, and cross liability coverage,
18 covering claims which may arise from or out of CONSULTANT'S performance of
19 its obligations hereunder. Policy shall name the AUTHORITY as Additional
20 Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence
21 combined single limit. If such insurance contains a general aggregate limit, it shall
22 apply separately to this agreement or be no less than two (2) times the occurrence
23 limit.
24

25 C. Vehicle Liability:

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

6 D. Professional Liability:

7 CONSULTANT shall maintain Professional Liability Insurance providing coverage
8 for the CONSULTANT'S performance of work included within this Agreement, with
9 a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual
10 aggregate. If CONSULTANT'S Professional Liability Insurance is written on a
11 claims made basis rather than an occurrence basis, such insurance shall continue
12 through the term of this Agreement and CONSULTANT shall purchase at his sole
13 expense either:

- 14 1) An Extended Reporting Endorsement (also, known as Tail Coverage); or
- 15 2) Prior Dates Coverage from new insurer with a retroactive date back to
16 the date of, or prior to, the inception of this Agreement; or,
- 17 3) Demonstrate through Certificates of Insurance that CONSULTANT has
18 maintained continuous coverage with the same or original
19 insurer. Coverage provided under items; 1), 2) or 3) will continue as long
20 as the law allows.

21 E. General Insurance Provisions - All lines:

- 22 1) Any insurance carrier providing insurance coverage hereunder shall be
23 admitted to the State of California and have an A M BEST rating of not less
24 than A: VIII (A:8) unless such requirements are waived, in writing, by the
25 AUTHORITY'S Risk Manager. If the AUTHORITY'S Risk Manager waives
26 a requirement for a particular insurer such waiver is only valid for that
27 specific insurer and only for one policy term.
- 28

1 2) The CONSULTANT shall declare its insurance self-insured retention for
2 each coverage required herein. If any such self-insured retention exceeds
3 \$500,000 per occurrence each such retention shall have the prior written
4 consent of the AUTHORITY's Risk Manager before the commencement of
5 operations under this Agreement. Upon notification of self-insured retention
6 unacceptable to the AUTHORITY, and at the election of the AUTHORITY's
7 Risk Manager, CONSULTANT'S carriers shall either; 1) Reduce or
8 eliminate such self-insured retention as respects this Agreement with the
9 AUTHORITY, or 2) Procure a bond which guarantees payment of losses
10 and related investigations, claims administration, and defense costs and
11 expenses.

12 3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to
13 furnish the AUTHORITY with either 1) a properly executed original
14 Certificate(s) of Insurance and certified original copies of Endorsements
15 effecting coverage as required herein, and 2) if requested to do so orally or
16 in writing by the AUTHORITY'S Risk Manager, provide original Certified
17 copies of policies including all Endorsements and all attachments thereto,
18 showing such insurance is in full force and effect. Further, said
19 Certificate(s), and policies of insurance shall contain the covenant of the
20 insurance carrier(s) that thirty (30) days written notice shall be given to the
21 AUTHORITY prior to any material modification, cancellation, expiration or
22 reduction in coverage of such insurance. In the event of a material
23 modification, cancellation, expiration, or reduction in coverage, this
24 Agreement shall terminate forthwith, unless the AUTHORITY receives, prior
25 to such effective date, another properly executed original Certificate of
26 Insurance and original copies of endorsements or certified original policies,
27 including all endorsements and attachments thereto evidencing coverage's
28

1 set forth herein and the insurance required herein is in full force and effect.
2 **CONSULTANT shall not commence operations until the AUTHORITY**
3 **has been furnished original Certificate(s) of Insurance and certified**
4 **original copies of endorsements and if requested, review original of**
5 **the policies of insurance including all endorsements and any and all**
6 **other attachments as required in this Section. An individual authorized**
7 **by the insurance carrier to do so on its behalf shall sign the original**
8 **endorsements for each policy and the Certificate of Insurance. Upon**
9 **AUTHORITY'S request, CONSULTANT shall make available for**
10 **inspection by AUTHORITY'S Risk Manager, at a mutually agreeable**
11 **location, copies of CONSULTANT'S insurance policies.**

12 4) It is understood and agreed to by the parties hereto and the insurance
13 company(s) that the CONSULTANT'S insurance shall be construed as
14 primary insurance, and the AUTHORITY'S insurance and/or deductible
15 and/or self-insured retentions' or self-insured programs shall not be
16 construed as contributory.

17 5) If, during the term of this Agreement or any extension thereof, there is a
18 material change in the Scope of Service or Financial Audit Services; or,
19 there is a material change in the equipment to be used in the performance
20 of the Scope of Service or Financial Authority Services; or, the term of this
21 Agreement, including any extensions thereof, exceeds five (5) years; the
22 AUTHORITY reserves the right to adjust the types of insurance and the
23 monetary limits of liability required under this Agreement, if in the
24 AUTHORITY's Risk Manager's reasonable judgment, the amount or type of
25 insurance carried by the CONSULTANT has become inadequate.

26 6) CONSULTANT shall pass down the insurance obligations contained
27 herein to all tiers of subcontractors working under this Agreement.
28

1 7) The insurance requirements contained in this Agreement may be met
2 with a program(s) of self-insurance acceptable to the AUTHORITY.

3 8) CONSULTANT agrees to notify AUTHORITY of any claim by a third party
4 or any incident or event that may give rise to a claim arising from the
5 performance of this Agreement.

6
7 **24. General**

8 **24.1** CONSULTANT shall not delegate or assign any interest in this Agreement,
9 whether by operation of law or otherwise, without the prior written consent of
10 AUTHORITY.

11 **24.2** Any waiver by AUTHORITY of any breach of any one or more of the terms
12 of this Agreement shall not be construed to be a waiver of any subsequent or other
13 breach of the same or of any other term of this Agreement. Failure on the part of
14 AUTHORITY to require exact, full and complete compliance with any terms of this
15 Agreement shall not be construed as in any manner changing the terms or estopping
16 AUTHORITY from enforcement of the terms of this Agreement.

17 **24.3** In the event the CONSULTANT receives payment under this Agreement
18 which is later disallowed by AUTHORITY for nonconformance with the terms of the
19 Agreement, the CONSULTANT shall promptly refund the disallowed amount to the
20 AUTHORITY on request; or at its option the AUTHORITY may offset the amount
21 disallowed from any payment due to the CONSULTANT.

22 **24.4** CONSULTANT shall not provide partial delivery or shipment of services or
23 products unless specifically stated in the Agreement.

24 **24.5** The AUTHORITY agrees to cooperate with the CONSULTANT in the
25 CONSULTANT'S performance under this Agreement, including, if stated in the
26 Agreement, providing the CONSULTANT with reasonable facilities and timely access to
27 AUTHORITY data, information and personnel.

1 **24.6** CONSULTANT shall comply with all applicable Federal, State and local
2 laws and regulations. CONSULTANT shall comply with all applicable AUTHORITY
3 policies and procedures. In the event that there is a conflict between the various laws or
4 regulations that may apply, the CONSULTANT shall comply with the more restrictive law
5 or regulation.

6 **24.7** CONSULTANT shall comply with all requirements of the Occupational
7 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.
8 Department of Labor and the State of California (Cal/OSHA).

9 **24.8** This Agreement shall be governed by the laws of the State of California.
10 Any legal action related to the performance or interpretation of this Agreement shall be
11 filed only in the Superior Court of the State of California located in Riverside, California,
12 and the parties waive any provision of law providing for a change of venue to another
13 location. In the event any provision in this Agreement is held by a court of competent
14 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
15 nevertheless continue in full force without being impaired or invalidated in any way.

16
17 **25. Additional Federal Requirements**

18 Whereas the work may be subject to applicable Federal, State, and local laws
19 and regulations, including but not limited to, the regulations pertaining to the Community
20 Development Block Grant program (24 CFR Part 570) and the Uniform Administrative
21 Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part
22 200). Contractor, sub-contractors, consultants, and sub-consultants agree to comply
23 with, and are subject to, all applicable requirements as follows:

24 **25.1** Equal Employment Opportunity - Compliance with Executive Order 11246
25 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by
26 Executive Order 11375 of October 13, 1967, and as supplemented in Department of
27 Labor regulations (41 CFR chapter 60): The CONSULTANT shall not discriminate
28 against any employee or applicant for employment because of race, color, religion, sex,

1 or national origin. CONSULTANT shall ensure that all qualified applicants shall receive
2 consideration for employment without regard to race, color, religion, sex or national
3 origin. The CONSULTANT shall take affirmative action to ensure that applicants are
4 employed and the employees are treated during employment, without regard to their race
5 color, religion, sex, or national origin. Such actions shall include, but are not limited to,
6 the following: employment, up-grading, demotion, or transfer; recruitment or recruitment
7 advertising; rates of pay or other forms of compensation; and selection for training,
8 including apprenticeship. The CONSULTANT shall post in a conspicuous place,
9 available to employees and applicants for employment, notices to be provided by the
10 County setting forth the provisions of this non-discriminating clause.

11 **25.2** Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c: All
12 contracts and subgrants in excess of \$2,000 for construction or repair awarded by
13 recipients and subrecipients shall include a provision for compliance with the Copeland
14 "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor
15 regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public
16 Work Financed in Whole or in Part by Loans or Grants from the United States"). The
17 Copeland "Anti-Kickback" Act provides that each contractor or subrecipient shall be
18 prohibited from inducing, by any means, any person employed in the construction,
19 completion, or repair of public work, to give up any part of the compensation to which he
20 is otherwise entitled. The recipient shall report all suspected or reported violations to the
21 U.S. Department of Housing and Urban Development (HUD).

22 **25.3** Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7: When required by
23 Federal program legislation, all construction contracts awarded by the recipients and
24 subrecipients of more than \$2,000 shall include a provision for compliance with the
25 Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor
26 regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts
27 Governing Federally Financed and Assisted Construction"). Under the Davis-Bacon Act,
28 contractors shall be required to pay wages to laborers and mechanics at a rate not less

1 than the minimum wages specified in a wage determination made by the Secretary of
2 Labor. In addition, contractors shall be required to pay wages not less than once a week.
3 The recipient shall place a copy of the current prevailing wage determination issued by
4 the Department of Labor in each solicitation and the award of a contract shall be
5 conditioned upon the acceptance of the wage determination. The recipient shall report
6 all suspected or reported violations to HUD.

7 **25.4** Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through
8 333): Where applicable, all contracts awarded by recipients in excess of \$2,000 for
9 construction contracts and in excess of \$2500 for other contracts that involve the
10 employment of mechanics or laborers shall include a provision for compliance with
11 Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.
12 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under
13 Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall
14 be required to compute the wages of every mechanic and laborer on the basis of a
15 standard workweek of 40 hours. Work in excess of the standard workweek is permissible
16 provided that the worker is compensated at a rate of not less than 1 1/2 times the basic
17 rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of
18 the Contract Work Hours and Safety Standards Act is applicable to construction work
19 and provides that no laborer or mechanic shall be required to work in surroundings or
20 under working conditions which are unsanitary, hazardous or dangerous. These
21 requirements do not apply to the purchases of supplies or materials or articles ordinarily
22 available on the open market, or contracts for transportation or transmission of
23 intelligence.

24 **25.5** Rights to Inventions Made Under a Contract or Agreement: Contracts or
25 agreements for the performance of experimental, developmental, or research work shall
26 provide for the rights of the Federal Government and the recipient in any resulting
27 invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit
28

1 Organizations and Small Business Firms Under Government Grants, Contracts and
2 Cooperative Agreements,” and any implementing regulations issued by HUD.

3 **25.6** Rights to Data and Copyrights: Contractors and consultants agree to
4 comply with all applicable provisions pertaining to the use of data and copyrights
5 pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

6 **25.7** Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution
7 Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts
8 in excess of \$100,000 shall contain a provision that requires the recipient to agree to
9 comply with all applicable standards, orders or regulations issued pursuant to the Clean
10 Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended
11 (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of
12 the Environmental Protection Agency (EPA).

13 **25.8** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply
14 or bid for an award of \$100,000 or more shall file the required certification. Each tier
15 certifies to the tier above that it will not and has not used Federal appropriated funds to
16 pay any person or organization for influencing or attempting to influence an officer or
17 employee of any agency, a member of Congress, officer or employee of Congress, or
18 an employee of a member of Congress in connection with obtaining any Federal contract,
19 grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any
20 lobbying with non-Federal funds that takes place in connection with obtaining any
21 Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

22 **25.9** Debarment and Suspension (E.O.s 12549 and 12689): No contract shall
23 be made to parties listed on the General Services Administration's List of Parties
24 Excluded from Federal Procurement or Non-procurement Programs in accordance with
25 E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24.
26 This list contains the names of parties debarred, suspended, or otherwise excluded by
27 agencies, and contractors declared ineligible under statutory or regulatory authority other
28 than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall

1 provide the required certification regarding its exclusion status and that of its principal
2 employees.

3 **25.10 Drug-Free Workplace Requirements:** The Drug-Free Workplace Act of
4 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a
5 prior condition of being awarded a grant, to certify that they will provide drug-free
6 workplaces. Each potential recipient shall certify that it will comply with drug-free
7 workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part
8 24, subpart F.

9 **25.11 Access to Records and Records Retention:** The CONSULTANT, and any
10 sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or
11 County officials or authorized representatives access to the work area, as well as all
12 books, documents, materials, papers, and records of the CONSULTANT, and any sub-
13 consultants or sub-contractors, that are directly pertinent to a specific program for the
14 purpose of making audits, examinations, excerpts, and transcriptions. The
15 CONSULTANT, and any sub-consultants or sub-contractors, further agree to maintain
16 and keep such books, documents, materials, papers, and records, on a current basis,
17 recording all transactions pertaining to this agreement in a form in accordance with
18 generally acceptable accounting principles. All such books and records shall be retained
19 for such periods of time as required by law, provided, however, notwithstanding any
20 shorter periods of retention, all books, records, and supporting detail shall be retained
21 for a period of at least four (4) years after the expiration of the term of this Agreement.

22 **25.12 Federal Employee Benefit Clause:** No member of or delegate to the
23 congress of the United States, and no Resident Commissioner shall be admitted to any
24 share or part of this Agreement or to any benefit to arise from the same.

25 **25.13 Energy Efficiency:** Mandatory standards and policies relating to energy
26 efficiency which are contained in the State energy conservation plan issued in
27 compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

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1 **26. Nonliability of AUTHORITY Officials and AUTHORITY Employees**

2 No member, official employee or consultant of the AUTHORITY shall be
3 personally liable to the CONSULTANT, or any successor in interest, in the event of any
4 default or breach by the AUTHORITY for any amount which may become due to the
5 CONSULTANT or to its successor, or on any obligation under the terms of this
6 Agreement.

7
8 **27. No Third Party Beneficiaries**

9 The parties intend that no rights nor remedies be granted to any third party as a
10 beneficiary of this Agreement or of any covenant, duty, obligation or undertaking
11 established herein.

12
13 **28. Entire Agreement**

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

19
20 **29. Electronic Signature**

21 In the event that any signature is delivered by facsimile or electronic transmission, such
22 signature shall create a valid and binding obligation of the party executing (or on whose
23 behalf such signature is executed) with the same force and effect as though such
24 facsimile or electronic signature page were an original thereof.

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[Signatures on Next Page]

1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized
2 representatives to execute this Agreement as of the dates set forth below:

3
4
5 **AUTHORITY:**

6 HOUSING AUTHORITY OF THE
7 COUNTY OF RIVERSIDE, a public body
8 corporate and politic

9 By: Heidi Marshall
10 Heidi Marshall
11 Executive Director

12
13 Dated: Jul 29, 2025

5 **CONSULTANT:**

6 DAVIS FARR LLC

8 By: Jonathan Foster
9 Jonathan Foster (Jul 28, 2025 12:47:22 PDT)
10 Jonathan Foster
11 Partner

12 Dated: Jul 28, 2025

14 By: Marcus D. Davis
15 Marcus D. Davis (Jul 28, 2025 16:50:08 PDT)
16 Marc Davis
17 Partner

18 Dated: Jul 28, 2025

17 **APPROVED AS TO FORM:**

18 Mihn C. Tran
19 General Counsel

20
21 By: Amrit P. Dhillon
22 Amrit P. Dhillon,
23 Deputy General Counsel

1 **EXHIBIT "A"**

2 **SCOPE OF SERVICES**

3
4 CONSULTANT shall provide the following services to the Housing Authority of the County
5 of Riverside ("AUTHORITY" or "HACR") as required in that certain Professional Services
6 Agreement for Financial Audit Services ("Agreement"):

7 1. All services as set forth in the Request for Proposals ("RFP") No. 2025-002 for
8 Financial Audit Services, incorporated herein by this reference.

9 2. All services as set forth in CONSULTANT'S proposal, submitted to the
10 AUTHORITY on June 17, 2025, in connection with RFP No. 2025-002, attached hereto
11 as Exhibit B and incorporated herein by this reference.

12 3. **HACR General Audit Standards:** Any audit that is performed by the
13 CONSULTANT shall be performed in accordance with auditing standards generally
14 accepted in the United States and will additionally require compliance testing and a study
15 of internal accounting controls. The CONSULTANT will be required to certify that each
16 and every audit is performed in accordance with all applicable federal and state laws and
17 regulations, and in accordance with Generally Accepted Government Auditing Standards
18 (GAGAS), as issued by the Comptroller General of the United States and as defined in
19 Title 31 U.S.C.A. of Section 7501(7). The CONSULTANT will also be required to certify
20 that each and every audit is performed in accordance with provisions of the U.S. Office
21 of Management and Budget (OMB) Uniform Guidance (2015-2016), Audits of States,
22 Local Governments, and Nonprofit Organizations, and will include tests of the accounting
23 records, a determination of major programs in accordance with OMB Uniform Guidance
24 (2015-2016), and other procedures that are considered necessary to express such
25 opinions and to render the required reports; including the OMB Circular Compliance
26 supplements that are applicable to the U.S. Department of Housing and Urban
27 Development (HUD) properties major programs.

28 4. **HACR Audit Overview:** The HACR was last audited for the fiscal-year end (FYE)
June 30, 2024. The HACR will require the CONSULTANT to provide auditing services
for the fiscal years ending June 30, 2025 (FY2024-25), June 30, 2026 (FY2025-26), and June
30, 2027 (FY2026-27), and this audit shall include the following HACR programs and
items:

a. An audit of the HACR's Annual Financial Report for the purpose of
determining whether or not such financial statements fairly present the financial

1 position and results of operations of the HACR in accordance with Generally
2 Accepted Government Accounting Standards (GAGAS) in the United States and
3 provide for certain required supplementary information (RSI) and other
4 supplementary information to supplement the basic financial statements. This
5 may include:

- 6 i. Management discussion and analysis.
- 7 ii. Schedule of surplus cash calculations.
- 8 iii. Consolidated statements of financial position.
- 9 iv. Any other information as required or deemed necessary by the
10 HACR for better presentation of the HACR's financial statements, in
11 its sole and absolute discretion.

12 **b.** An audit of the HACR's financial statements and pertinent documents to
13 determine whether or not there has been compliance with the provision of the
14 Single Audit Act of 1984, the Single Audit Act Amendments of 1996 and Public
15 Law 98-502 (title 31 U.S.C.A. Sections 7501 through 7505 inclusive), referred to
16 herein as the "Act", and implementing Office of Management and Budget (OMB)
17 Uniform Guidance (2015-2016).

18 **c.** An audit of the HACR's internal accounting and administrative controls as
19 required by the Act and OMB Uniform Guidance (2015-2016) (Single Audit).

20 5. **Reporting:** The CONSULTANT shall submit draft reports to HACR for timely
21 review prior to the issuance of any final reports.

22 6. **Technical Assistance:** The CONSULTANT will provide technical assistance and
23 coordinate with the County of Riverside Auditor-Controller's Office as necessary, as
24 related to the Scope of Services rendered herein.

25 7. **Scheduling of Personnel:** As the CONSULTANT schedules staff to perform
26 annual services, the CONSULTANT shall give HACR the right, in its sole and absolute
27 discretion, to assign the same on-site supervisor(s) for audit engagements so as to
28 provide continuity of service performance.

8. **Completion Time Frame:** The FYE 6/30/2025 audit must be performed, and the
CONSULTANT must provide HACR with a Management Letter (final copy) advising
HACR of opportunities observed for economy of operations and improvement in internal
controls no later than September 30, 2025.

9. **Final Audit Report(s):** On or before the actual deadline, as determined by
AUTHORITY and/or the County of Riverside, (typically October 15, 2025), the
CONSULTANT will provide copies of all final audit reports to the HACR including, but

1 not limited to the following:

- 2 a) HOUSING AUTHORITY Financial Statements, Proprietary (Enterprise) Fund Type,
3 and Independent Auditors' Report in accordance with Office of Management and
4 Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C 2501-3520).
5
6 b) HOUSING AUTHORITY Required Supplemental Information and Independent
7 Auditors' Report in accordance with Office of Management and Budget (OMB) under
8 the Paperwork Reduction Act of 1995 (44 U.S.C 2501-3520).
9
10 c) HOUSING AUTHORITY Required Other Supplementary Information and Independent
11 Auditors' Report (with Financial Data Schedules per HUD's specifications) in
12 accordance with Office of Management and Budget (OMB) under the Paperwork
13 Reduction Act of 1995 (44 U.S.C 2501-3520).
14
15 d) Desert Rose Apartments Financial Statements, Proprietary (Enterprise) Fund Type
16 and Independent Auditors' Report: Five (5) bound copies, and one electronic version
17 in accordance with Office of Management and Budget (OMB) under the Paperwork
18 Reduction Act of 1995 (44 U.S.C 2501-3520).
19
20 e) Riverside Community Housing Corp. (RCHC) Financial Statements and Single Audit,
21 if applicable.
22
23 f) Similar deadlines will be established for the work pertaining to ensuing fiscal years
24 ("similar" meaning the days will be the same but the years will adjust accordingly).
25
26 g) Once completed, the successful Firm will be required to submit to HOUSING
27 AUTHORITY a total of five (5) bound copies, and one electronic version of the Single
28 Audit Report.
29
30 h) The successful Firm shall conduct the audit in full conformance with OMB Circular A-
31 133.
32
33 i) Audits of the Desert Rose Apartments and the Perris Park Apartments may also be
34 requested. The cost of those audits shall be negotiated separately with the successful
35 Firm.
36
37 j) In addition to the audit of the basic financial statements, and the requirements of the
38 Single Audit Acts and OMB Circular A-133, the successful Firm may be required to
39 perform the following:
40
41 I. Form SF-SAC: The successful Firm will also be required to prepare and
42 electronically submit, by the due date each year to the Bureau of Census, a

Data Collection Form (Form SF-SAC) along with the audited financial statements and comply with all other listed requirements.

10. **Future Deadlines:** Similar deadlines will be established for all work pertaining to subsequent FY's ("similar" meaning the calendar month and days will be the same as listed herein but the years will adjust accordingly).

11. **Additional Work:** Any other services required by AUTHORITY in connection with all audits provided under this Agreement that are not otherwise stated herein.

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EXHIBIT "B"
Proposal in Response to RFP No. 2025-002
(behind this page)

**REQUEST FOR PROPOSALS (RFP) NO. 2025-002
FINANCIAL AUDIT SERVICES**

ATTACHMENT A

“Proposal Submittal Checklist”

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submitted by the Firm. Also, complete the Section 3 Statement and the Firm’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS (Three copies of each proposal, including one with original signatures)
X	Tab 1 Proposal Submittal Checklist (Attachment A)
X	Tab 2 Form of Proposal (Attachment B)
X	Tab 3 Profile of Proposer Firm Form (Attachment C)
X	Tab 4 Cover Letter
X	Tab 5 Qualifications and Experience
X	Tab 6 Proposed Approach
X	Tab 7 Customer Service
X	Tab 8 Cost Analysis and Budget for Primary Services
X	Tab 9 References
X	Tab 10 Equal Employment Opportunity Policy
X	Tab 11 HUD Form 50071
n/a	Tab 12 MWBE, Veteran Information, and SDVO certification (if any)
X	Tab 13 Other Company Information (optional)

FIRM’S STATEMENT

The undersigned Firm hereby states that by completing and submitting this form and all other documents within this proposal, they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if HOUSING AUTHORITY discovers that any information entered herein to be false, such shall entitle HOUSING AUTHORITY to not consider or make award or to cancel any award with the undersigned party.

Further, by completing and submitting the proposal, the undersigned Firm is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by HOUSING AUTHORITY, including an agreement to execute HOUSING AUTHORITY Sample Contract, attached to this RFP as Attachment E.

Pursuant to all RFP documents, this Form of Proposal, and all attachments, and pursuant to all completed documents submitted, including these forms and all attachments, the undersigned proposes to supply HOUSING AUTHORITY with the services described herein for the fee(s) entered herein.

	6/25/25	Jonathan Foster	Davis Farr, LLP
Signature	Date	Printed Name	Company

**REQUEST FOR PROPOSALS (RFP) NO. 2025-002
FINANCIAL AUDIT SERVICES**

ATTACHMENT B

FORM OF PROPOSAL

(This Form must be fully completed and placed under Tab No. 2 of the "hard copy" tabbed proposal submittal.)

- A. Form:** Each Firm shall submit their proposed fees on this form only, which shall be completed, signed and returned to HOUSING AUTHORITY with the completed Proposal.
- B. Entry of Proposed Fees:** Each Firm must enter the proposed fees for each of the following Pricing Items where provided. Such fees shall be all-inclusive of all related costs that the Firm will incur to provide the listed services, including, but not limited to (unless otherwise stated herein): sales tax, employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. "No Proposal" is not allowed for any item, although a "No Charge" is allowed for one or more of the Pricing Items.
- C. Pricing Items:**

Item #	QTY.	U/M	Description	Fee
1	1	Each	Firm-fixed Fee (including all expenses), HOUSING AUTHORITY Annual Audit pertaining to FY2022	\$ 58,500
2	1	Each	Firm-fixed Fee (including all expenses), HOUSING AUTHORITY Annual Audit pertaining to FY2023	\$ 58,500
3	1	Each	Firm-fixed Fee (including all expenses), HOUSING AUTHORITY Annual Audit pertaining to FY2024	\$ 52,840
4	1	Each	Firm-fixed Fee (including all expenses), Annual Audit for RCHC pertaining to FY2022	\$ 23,380
5	1	Each	Firm-fixed Fee (including all expenses), Annual Audit for RCHC pertaining to FY2023	\$ 23,380
6	1	Each	Firm-fixed Fee (including all expenses), Annual Audit for RCHC pertaining to FY2024	\$ 23,380
7	20	Hours	Financial Consultant's Fee (for additional work that HOUSING AUTHORITY will require the successful Firm to provide that is not otherwise stated herein)	\$ see quoted hourly rates
Total of all Fees/Costs:				\$ 245,640

Date: 6/27/25 Company: Davis Farr LLP

Print Name: Jonathan Foster Signature: 

949-783-1744 jfoster@davisfarr.com

Office Phone Mobile Phone Email Address

Business Address: 18201 Von Karman Avenue, Suite 1100, Irvine, CA 92612

**REQUEST FOR PROPOSALS (RFP) NO. 2025-002
FINANCIAL AUDIT SERVICES**

ATTACHMENT C

"PROFILE OF PROPOSER'S FIRM"

(This Form must be fully completed and placed under Tab No.3 of the "hard copy" tabbed proposal submittal.)

(1) Name of Firm: Davis Farr, LLP Telephone: 949-783-1744 Fax: _____

E-Mail: jfoster@davisfarr.com

(2) Street Address, City, State, Zip: 18201 Von Karman Avenue, Suite 1100, Irvine, CA 92612

(3) Please attach a brief biography/resume of the company, including the following information:
(a) Year Firm Established; (b) Former Name and Year Established (if applicable); (c) Name of Parent Company and Date Acquired (if applicable).

(4) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP
Jonathan Foster	Partner	3%
Marc Davis	Partner	41.5%
6 other partners representing partner group, see resume of proposed partners within proposal		

(5) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE
Krisztina Varga, CPA	Manager
Jameson Davis	Supervisor

(6) Firm Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian Public-Held Government Non-Profit
 American (Male) Corporation Agency Organization
 25% % % %

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned* African American **Native American Hispanic American Asian/Pacific American Hasidic Jew American Asian/Indian American
 _____% _____% _____% _____% _____% _____% _____%

Woman-Owned (MBE) Woman-Owned (Caucasian) Disabled Veteran Other (Specify):
 _____% _____% _____% _____%

WMBE Certification Number: _____

Certified by: (Agency): _____
 (Note: a certification/number not required to propose – enter if available)

(7) Federal Tax ID No.: 47-3535842

(8) County of Riverside Business License No.: To be obtained upon successful award

**REQUEST FOR PROPOSALS (RFP) NO. 2025-002
FINANCIAL AUDIT SERVICES**

(9) State of California Business Entity Number (Secretary of State): 20215084002

(10) Worker's Compensation Insurance Carrier: Travelers
Policy No.: UB6K0486482542G Expiration Date: 5/21/26

(11) General Liability Insurance Carrier: Travelers
Policy No. 680411548612542 Expiration Date: 5/21/26

(12) Professional Liability Insurance Carrier: Navigators
Policy No. MR25APLZ0H0A7IV Expiration Date: 5/21/26

(13) Has your firm or any member of your firm been a part to litigation with a public entity?
Yes No Initials JF
If yes, when, with who and state the circumstances and any resolution.

(14) Is your firm currently involved in local, County, State, Federal mortgage foreclosure proceedings or currently 90 days in arrears on a local public or private loan?
Yes No Initials JF
If yes, when, with who and state the circumstances and any resolution.

(15) Is your firm currently in rem foreclosure or substantial tax arrears with a City/County or local jurisdiction?
Yes No Initials JF
If yes, when, with who and state the circumstances and any resolution.

(16) Has, or is this firm or any member of your firm currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?
Yes No Initials JF
If yes, when, with who and state the circumstances and any resolution.

(17) In the past 10 years, has your firm or any member of your firm failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?
Yes No Initials JF
If yes, when, with who and state the circumstances and any resolution.

(18) In the last 7 years, has your firm filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?
Yes No Initials JF
If yes, when, with who and state the circumstances and any resolution.

(19) In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of California, or County of Riverside or other fees?
Yes No Initials JF
If yes, when, with who and state the circumstances and any resolution.

(20) Does your firm or any member of your firm have a record of substantial Building Code Violations or litigation against properties owned by the firm or by any entity or individual that comprises the Firm?
Yes No Initials JF
If yes, when, with who and state the circumstances and any resolution.

(21) Has your firm or any member of your firm been convicted for fraud, bribery, or grand larceny?
Yes No Initials JF
If yes, when, with who and state the circumstances and any resolution.

(22) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the County of Riverside or its affiliated entities?
Yes No Initials JF
If yes, when and state the circumstances and any resolution of the lawsuit.

(23) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance?
Yes No Initials JF

**REQUEST FOR PROPOSALS (RFP) NO. 2025-002
FINANCIAL AUDIT SERVICES**

If yes, when and state the circumstances and any resolution of the matter.

- (24) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this firm been de-designated as a developer of any government sponsored or publicly assisted project?

Yes No Initials JF

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (25) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of HOUSING AUTHORITY? Yes No

Initials JF

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (26) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against HOUSING AUTHORITY or any person interested in the proposed contract; and that all statements in said bid are true.

Initials JF

- (27) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if HOUSING AUTHORITY discovers that any information entered herein is false, that shall entitle HOUSING AUTHORITY to not consider nor make award or to cancel any award with the undersigned party.

Initials JF

	6/27/25	Jonathan Foster	Davis Farr LLP
Signature	Date	Printed Name	Company



Davis Farr LLP
18201 Von Karman Ave | Suite 1100 | Irvine, CA
92612

TAB 4 – Cover Letter

June 27, 2025

Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, CA 92504

Re: **Proposal for Professional Auditing Services**

We are pleased to provide our proposal to perform auditing services to the Housing Authority of the County of Riverside (the "Authority") for the years ending June 30, 2025, 2026 and 2027.

Our service philosophy is one of open and constant communication, a proactive approach and responsive, value-added services. We will listen to your ideas and concerns and will bring creative solutions to you in both financial and other operational areas. We are aware that while the Authority has solicited numerous proposals, Davis Farr LLP would be your best selection for the following reasons which are set forth in greater detail in our proposal:

- We take a proactive leadership role in local government accounting and auditing issues. We serve on the Government Accounting and Audit Committee of the Cal CPA Society, the CSMFO Professional Standards Committee and are frequent speakers on technical topics at conferences and training events throughout California.
- We currently provide services to various government agencies throughout California, including the Area Housing Authority of the County of Ventura and the Housing Authority of the City and County of Fresno. Our deep understanding of the issues facing California governments enables us to provide high quality audit services to the Housing Authority of the County of Riverside.
- We utilize data mining software to evaluate anomalies in your accounting data. This helps focus our auditors' attention on potential errors in the accounting records and transactions that could be more susceptible to fraud.

We appreciate the opportunity to share our credentials and look forward to developing our professional relationship. Our proposal remains a firm and irrevocable offer for 90 days and are committed to performing the work within the time period specified. I look forward to you contacting me so that I may answer any questions which you may have. You may contact me at (949) 783-1744.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jonathan Foster", written over a horizontal line.

Jonathan Foster, CPA
Partner

TAB 5 – QUALIFICATIONS AND EXPERIENCE

Background Information – Davis Farr LLP is a full-service regional accounting firm that specializes in providing attest and advisory services to federal, state, and local governments as well as non-profit entities out of our Irvine and Carlsbad offices. This engagement would be serviced by our Irvine office. Our personnel have served governmental and non-profit entities for over 30 years. A breakdown of our government audit personnel by classification is located below.

License to Practice in California – Davis Farr LLP and all key personnel are licensed with the California State Board of Accountancy to practice as independent certified public accountants.

Independence – Davis Farr LLP is independent with respect to the Housing Authority of the County of Riverside as defined by U.S. General Accounting Office’s *Government Auditing Standards* and Generally Accepted Auditing Standards. Neither Davis Farr LLP nor the key personnel have any potential or real conflicts of interest.

Insurance – Davis Farr LLP has sufficient insurance coverage to meet or exceed the Authority’s requirements and will provide insurance certificates to the Authority prior to entering into a contract.

Quality Control – Davis Farr LLP and its Partners are members of the American Institute of Certified Public Accountants (AICPA) and is a member of the AICPA’s Government Audit Quality Center. Our firm is a voluntary participant in the AICPA Peer Review Program. Included in the appendix is our most recent Peer Review report where our firm received a *Pass*. A *Pass* demonstrates the highest level of quality control in a Peer Review. The Peer Review included a review of government engagements.

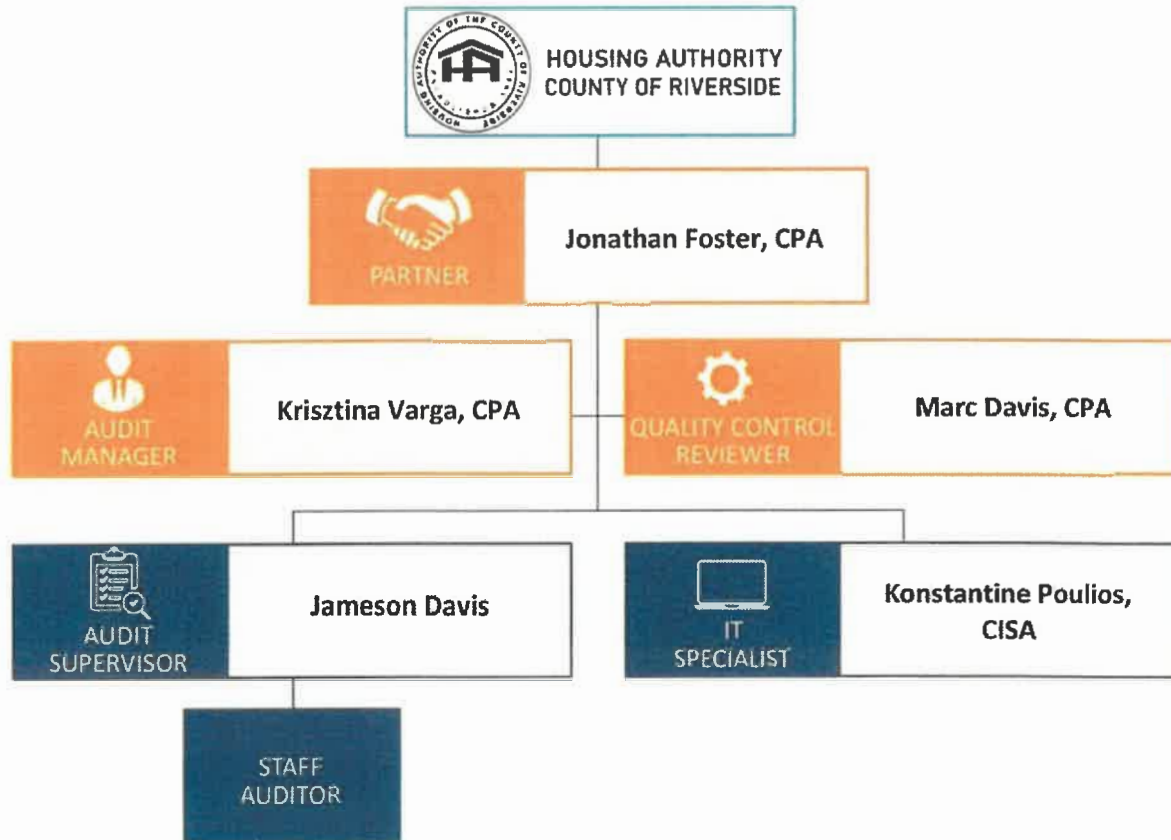
Training – Every professional of the firm must enroll in continuing professional education courses. Each person is required to take at least 80 hours of training over a two-year period including 24 hours a year specific to government accounting and audit topics. Courses cover a wide spectrum of professional and technical subjects, and include Fraud Auditing, Professional Ethics and Governmental Accounting and Auditing topics to help the practitioner maintain his/her professional expertise.

	Classification	Number of Employees
	Partners	8
	Managers	10
	Supervisors	8
	Seniors	19
	Staff	9
	Administrative	5
	Total personnel	59



The successful outcome of any audit requires personnel with managerial and technical skills to perform the work required. The engagement team who will serve the Housing Authority of the County of Riverside have served together as a team of professionals on numerous financial audit examinations of local government entities. While not anticipated, any personnel substitutions will be of equally qualified personnel.

We believe that efficient administrative management and supervision of the audits is an extremely critical factor in achieving the desired results for the Housing Authority of the County of Riverside. In that regard, our proposal organizational structure for providing independent auditing services is as follows:





Jonathan Foster, CPA

Partner

Mr. Foster will serve as the *Engagement Partner* to the Authority. He has 18 years of audit experience with government agencies. The types of audits Mr. Foster are involved in include financial audits of cities and special districts and Single Audits in accordance with the Uniform Guidance. Mr. Foster is the current chair of the CalCPA Governmental Audit and Accounting Committee and also instructs an annual class regarding Capital Assets for CSMFO.

Employment History

- Davis Farr LLP – Since 2015
- National CPA Firm – 9 years

Education

- Bachelor of Accountancy (University of San Diego)

Licenses / Registrations

- California CPA Certificate No. 117853

Professional Affiliations & Awards

- American Institute of Certified Public Accountants
- California Society of Certified Public Accountants
- Cal CPA Government Audit & Accounting Committee
- California Society of Municipal Finance Officers

AUDITS OF SPECIAL DISTRICTS AND AGENCIES

- | | |
|---|--|
| ✓ Big Bear Area Regional Wastewater | ✓ San Diego Association of Governments |
| ✓ Big Bear Community Facilities District | ✓ Santiago Aqueduct Commission |
| ✓ Cucamonga Valley Water District | ✓ Saticoy Sanitary District |
| ✓ East Orange County Water Agency | ✓ Soquel Creek Water District |
| ✓ Irvine Ranch Water District | ✓ Tahoe Truckee Sanitation Agency |
| ✓ Municipal Water District of OC | ✓ Trabuco Canyon Water District |
| ✓ Orange County Sanitation District | ✓ Valley Sanitation District |
| ✓ Placer County Water Agency | ✓ Ventura Regional Sanitation District |
| ✓ Rancho California Water District | ✓ West Basin Municipal Water District |
| ✓ San Bernardino Municipal Water District | |

AUDITS OF HOUSING AUTHORITIES

- ✓ Housing Authority of the City of Oxnard
- ✓ Area Housing Authority of the County of Ventura
- ✓ Area Housing Authority of the City and County of Fresno

Jonathan Foster, CPA

(continued)

Partner

Mr. Foster has significant experience working with federal grant programs typically awarded to local governments. These federal awarding agencies include Department of Housing and Urban Development, Department of Homeland Security, Department of Energy, Department of Justice, Department of the Interior, Environmental Protection Agency, and the Executive Office of the President

Mr. Foster has also worked on various financial statement, compliance in SOC1 Type II audits (formerly SAS 70) for various commercial companies and Federal agencies.

AUDITS OF CITIES

- ✓ City of Avalon
- ✓ City of Carlsbad
- ✓ City of Commerce
- ✓ City of Costa Mesa
- ✓ City of Dana Point
- ✓ City of Delano
- ✓ City of Fontana
- ✓ City of Huntington Beach
- ✓ City of Indian Wells
- ✓ City of Laguna Niguel
- ✓ City of Rancho Santa Margarita
- ✓ City of Santee

AUDITS OF FEDERAL GOVERNMENT

- ✓ Centers for Medicare and Medicaid Services
- ✓ Special Inspector General for Afghanistan Reconstruction

AUDITS OF COMMERCIAL ENTITIES

- ✓ Cal Domestic Water Company
- ✓ Cahaba GBA
- ✓ CGS Administrators LLC
- ✓ Delta Dental of Arizona
- ✓ DHS Consulting
- ✓ Montebello Land and Water Company
- ✓ Mutual Insurance Company of Arizona
- ✓ Sunnyslope Water Company



Krisztina Varga, CPA

Manager

Ms. Varga will serve as the manager of this engagement. She will be responsible for managing the engagement, providing technical assistance, reviewing reports, and supervising staff. Ms. Varga has 8 years of audit experience, spending the majority of that time on audits for non-profits and local government. The types of audits Ms. Varga has been involved in include financial audits of non-profits, cities and special districts; grant specific audits of funds awarded by Federal, state, and county governments; and Single Audits in accordance with Uniform Guidance.

Employment History

- Davis Farr LLP – Since 2017
- Inveco USA – 2012-2017

Education

- Bachelor of Arts in Business Administration/Accounting (California State University, San Marcos)

Licenses / Registrations

- California CPA Certificate No. 145505

AUDITS OF SPECIAL DISTRICTS

- ✓ Community Colleges of Spokane
- ✓ Cascadia College
- ✓ Eastern Municipal Water District
- ✓ Encinitas Ranch Golf Authority
- ✓ Julian Community Service District
- ✓ Imperial County LAFCO
- ✓ Leucadia Wastewater District
- ✓ Otay Water District
- ✓ Placer County LAFCO
- ✓ Peninsula College
- ✓ Rancho California Water District
- ✓ Ramona Municipal Water District
- ✓ Rincon Del Diablo Municipal Water District
- ✓ San Diego Association of Governments
- ✓ San Diego County LAFCO
- ✓ San Diego County Water Authority
- ✓ San Diego County of Emergency Services
- ✓ San Diego Geographic Information Source
- ✓ San Dieguito River Park Valley JPA
- ✓ Santa Rosa Regional Recourses Authority
- ✓ Santa Fe Irrigation District
- ✓ Yucaipa Valley Water District
- ✓ Valley Center Municipal Water District

AUDITS OF NON-PROFITS

- ✓ Family YMCA of the Desert
- ✓ Just Keep Living Foundation
- ✓ San Diego Children's Discovery Museum
- ✓ San Diego Futures Foundation

AUDITS OF LOCAL GOVERNMENTS

- ✓ City of Oxnard Housing Authority
- ✓ Area Housing Authority of the County of Ventura
- ✓ City of Indian Wells
- ✓ City of Laguna Niguel
- ✓ City of Poway
- ✓ City of Santee
- ✓ City of Solana Beach
- ✓ City of Vista
- ✓ County of San Diego



Jameson Davis

Supervisor

Mr. Davis will serve as the Supervisor on this engagement. He will be the main point of contact for the staff. He will be responsible for supervising the staff. Mr. Davis has six years of audit experience in public accounting. Mr. Davis has spent time on audits for federal and local government engagements. The types of audits Mr. Davis has been involved in include: financial audits of cities and special districts; grant specific audits of funds awarded by Federal, state, and county governments; and Federal compliance audits. .

Employment History

- Davis Farr LLP – 2017 - Present

Education

- Bachelor of Science in Accounting
(Chapman University, Orange)

AUDITS OF FEDERAL GOVERNMENT

- ✓ Center for Medicare & Medicaid Services
- ✓ Palmetto Government Benefits Administrators
- ✓ Special Inspector General for Afghanistan Reconstruction
- ✓ United States Department of Agriculture

AUDITS OF HOUSING AUTHORITIES

- ✓ City of Oxnard Housing Authority
- ✓ Area Housing Authority of the County of Ventura

AUDITS OF SPECIAL DISTRICTS

- ✓ Ventura Regional Sanitation District
- ✓ Saticoy Sanitary District
- ✓ Ventura County Regional Energy Alliance
- ✓ Valley Center Municipal Water District

AUDITS OF OTHER ORGANIZATIONS

- ✓ City of Anaheim Short Term Rental Program
- ✓ County of Los Angeles
- ✓ Hass Avocado Board
- ✓ Irvine Ranch Water District
- ✓ CalSAWS Consortium
- ✓ Cox Automotive, Inc. DMS
- ✓ State of Colorado Governor's Office of Information Technology

Marc Davis, CPA



Partner

Marc Davis is a Partner with the Firm and will serve as the Quality Control Partner on the audit. He has over 40 years of experience in government auditing, accounting and consulting. Mr. Davis will provide technical assistance to the audit team and review the final reports before they are released. He is also a co-author with Thomson-Reuters on *PPC's Practice Aids for Reporting on Controls of Service Organizations – SOC 1 Engagements*, and *PPC's Practice Aids for Reporting on Controls of Service Organizations – SOC 2 Engagements*.

Employment History

- Davis Farr LLP – Founding Partner
- Partner – National CPA Firm

Education

- Bachelor of Arts - Business Administration / Accounting (California State University, Fullerton)

Licenses / Registrations

- California CPA Certificate No. 46491

Professional Affiliations & Awards

- American Institute of Certified Public Accountants
- California Society of Certified Public Accountants
- California Society of Municipal Finance Officers
- Association of Government Accountants

AUDITS OF CALIFORNIA CITIES

- | | |
|----------------------|-------------------------|
| ✓ City of Avalon | ✓ City of Garden Grove |
| ✓ City of Azusa | ✓ City of Los Alamitos |
| ✓ City of Beaumont | ✓ City of Mission Viejo |
| ✓ City of Buena Park | ✓ City of Newport Beach |
| ✓ City of Costa Mesa | ✓ City of Rialto |
| ✓ City of Downey | ✓ City of San Gabriel |
| ✓ City of El Segundo | ✓ City of Stanton |
| ✓ City of Escondido | ✓ City of Westminster |

AUDITS OF SPECIAL DISTRICTS AND HOUSING AUTHORITIES

- | | |
|---|---|
| ✓ Antelope Valley Transit Authority | ✓ Southern California Regional Rail Authority |
| ✓ Beach Cities Health District | ✓ SunLine Transit Agency |
| ✓ Housing Authority of the City of Fresno | ✓ Tahoe Regional Planning Agency |
| ✓ Housing Authority of Fresno County | ✓ Tahoe Transportation District |
| ✓ Los Angeles Homeless Services Authority | ✓ Ventura County Transportation Commission |
| ✓ Orange County Transportation Authority | ✓ Ventura Housing Authority |
| ✓ Omnitrans | ✓ Washington Economic Development Finance Authority |
| ✓ Oxnard Housing Authority | |

AUDITS OF HIGHER EDUCATION

- | | |
|---------------------------------|----------------------------|
| ✓ Cascadia College | ✓ Olympic College |
| ✓ Community Colleges of Spokane | ✓ Peninsula College |
| ✓ Columbia Basin College | ✓ Wenatchee Valley College |



Konstantine Poullos, CISA

IT Specialist

Konstantine Poullos, a Senior Manager with the firm, has over 20 years of experience in information technology audit, compliance, and consulting for the financial services, healthcare, and cloud services industries. Mr. Poullos has vast experience in the performance of System and Organization Controls (SOC) examinations for many commercial Information Technology companies nationwide. Mr. Poullos has also conducted information security reviews on financial systems based on ISO/IEC 27001, as well as assisted companies with the compliance of the Sarbanes-Oxley Act. Mr. Poullos will serve as the IT Auditor and Information Technology Specialists for the financial statements audit.

Employment History

- Davis Farr LLP: February 2018 – Present
- TrueCar: 2015 – 2017
- Cornerstone OnDemand: 2014 - 2015
- Top 10 National CPA Firm: 2008 – 2014
- First Data Corporation: 2001 – 2007
- US OPM / OIG: 1998 – 2001

Education

- Bachelor of Science in Accounting, University of Scranton

Licenses / Registrations

- Certified Information Systems Auditor, Certificate No. 0126702

Professional Affiliations & Awards

- Information Systems Audit and Control Association (ISACA)

IT RISK ASSESSMENTS:

Local Government IT Assessments - Mr. Poullos assists the firm's financial statement auditors by reviewing information systems of our municipal clients and identifying and communicating IT risks to the auditors to assist the planning and risk assessment of the audit and communicated deficiencies and recommendations to the client.

Los Angeles County Metropolitan Transportation Authority (METRO) -Mr. Poullos served as the IT Manager on the Information Technology Risk Assessments. The Risk Assessment included a review of METRO Operations and the IT Organization to determine if Information Technology Services (ITS) is meeting the needs of the organization.

IT Internal Audit / Compliance: - Mr. Poullos served as an IT Internal Auditor/Consultant for nearly 10 years with First Data Corporation and the U.S. Office of Personnel Management. In addition, Mr. Poullos served as the Security Compliance Manager for over 3 years with Cornerstone OnDemand and TrueCar. Mr. Poullos performed information technology reviews based on ISO 27001 and the Federal Information System Controls Audit Manual (FISCAM), coordinated with internal/external audit and technology personnel in the performance of internal control projects (including SOC engagements), documented policies/procedures, reviewed third party security controls, performed user access reviews of SOX significant systems, and monitored internal vulnerabilities using third party tools (e.g., Nessus).

Professional Affiliations

Government Audit Quality Center – Davis Farr LLP is a member of the Government Audit Quality Center (GAQC). The GAQC promotes the importance of quality governmental audits and the value of such audits to purchasers of governmental audit services. GAQC is a voluntary membership center for CPA firms and state audit organizations that perform governmental audits.

National Registry of CPE Sponsors – Davis Farr LLP is registered to provide continuing professional education through the National Association of State Board of Accountancy (NASBA). NASBA recognizes CPE program sponsors who provide continuing professional education programs in accordance with nationally recognized standards.

CalCPA – Many of the CPAs employed by Davis Farr LLP are members of CalCPA and regularly participate in chapter meetings, education, and events. Currently, Jonathan Foster serves as the Chair of the Governmental Audit and Accounting Committee.

American Institute of CPAs – Davis Farr LLP and the firm's Partners are members of the American Institute of CPAs (AICPA). The AICPA develops standards for audits, provides educational guidance materials to its members, and monitors and enforces compliance with the profession's technical and ethical standards.

CSMFO – The Partners of Davis Farr LLP are members of the California Society of Municipal Finance Officers (CSMFO), the statewide organization serving all California municipal finance professionals. Firm personnel regularly attend CSMFO Chapter Meetings and Conferences. The Partners of Davis Farr LLP are frequent presenters on accounting and auditing technical topics at Chapter Meetings, Annual Conferences, and online courses. Jonathan Foster is an online instructor for CSMFO's Capital Assets courses.

GFOA – The Government Finance Officers Association (GFOA) enhances and promotes the professional management of governmental financial resources by identifying, developing, and advancing fiscal strategies, policies, and practices for the public benefit. The Partners of Davis Farr LLP are members of the Certificate of Achievement Program's Special Review Committee. The Committee reviews Comprehensive Annual Financial Reports submitted to GFOA for the CAFR Award Program.



Davis Farr LLP is a leader in the local government sector throughout California. Currently, we service approximately 60 local, state, and federal government entities. Davis Farr LLP services routinely provided to our clients include, but are not limited to:



Our government expertise includes Cities, Special Districts, and other Governmental entities. Among the government agencies that the professionals of Davis Farr LLP have served recently are the following:

- City of Avalon
- City of Carlsbad
- City of Commerce
- City of Coronado
- City of Costa Mesa
- City of Dana Point
- City of Delano
- City of Encinitas
- City of Fontana
- City of Fountain Valley
- City of Garden Grove
- City of Huntington Beach
- City of Laguna Niguel
- City of Mission Viejo
- City of Poway
- City of Rancho Santa Margarita
- City of Santee
- City of Victorville
- County of Woodland
- County of Fresno Housing Authority
- County of San Diego
- Cucamonga Valley Water District
- Eastern Municipal Water District
- Hass Avocado Board
- Irvine Ranch Water District
- Leucadia Wastewater District
- Metropolitan Water District of Southern CA
- Municipal Water District of Southern CA
- Orange County LAFCO
- Oxnard Housing Authority
- Placer County Water Agency
- Salton Sea Authority
- San Diego County Water Authority
- San Diego Association of Governments
- San Diego LAFCO
- San Dieguito Riverpark Authority
- Sweetwater Authority
- Tahoe Regional Planning Agency
- Tahoe Transportation District
- Vallecitos Water District
- Walnut Valley Water District

Tab 6 – Proposed Approach

Davis Farr plans and conducts our engagements in the most efficient manner possible, and our audit approach is unique with regard to the following:

- Our firm is sensitive to the priorities and work requirements of our clients. We work around the schedules of our clients when scheduling segments of the audit or requesting documentation in order to minimize disruption of Authority staff and to complete the audit in a timely manner.
- Whenever possible, we use accounting support already prepared by the Authority staff to avoid duplication or unnecessary requests for audit supporting schedules. Typically, we request support for balance sheet items, the year ending trial balance and cash and long-term debt confirmations.
- Our firm's expertise is in governmental auditing. Our auditors are GASB experts and skilled at addressing audit issues that are specific to local governments. You will not spend time training our personnel.
- When formulating internal control recommendations, we obtain a thorough understanding of the specific circumstances at your Authority to provide a tailored, practical recommendation.
- Throughout the year we are a resource to our clients in providing accounting advice, researching technical questions, dealing with tax problems, and helping with other problems as they arise.

Audit Software - We utilize CaseWare audit software for the electronic workpapers. We have the ability to accept audit documentation in either hard copy or electronic format. CaseWare allows us the ability to import trial balances that can be provided in either excel or a text document. Some of the benefits of using CaseWare trial balance software are as follows:

- We create our own lead sheets (i.e., analytical review comparison schedules). This limits the amount of time finance staff spends creating audit schedules. Our software automatically generates analytical review reports by account number for ease of analyzing significant fluctuations between fiscal years.
- We can link the financial statement schedules directly to the CaseWare trial balances. Additionally, journal entries are easy to post to the financial statement schedules and the risk of data entry error is minimized.
- We can provide the Authority with reports showing the coding of the financial statement schedules for ease of review by Authority staff. These reports show each account coded to a specific financial statement line item as well as journal entries that are posted during the audit.

Data Mining Software - We have a dedicated team of personnel trained to use special data mining software, IDEA. Our software uses source data from your accounting system to search for anomalies, such as duplicate or voided checks, cross-referencing vendor addresses with employee addresses, detecting accounting transactions recorded on the weekend, reviewing journal entry postings for unauthorized individuals. The IDEA software identifies specific transactions for the auditors to review for potential fraud or error.

Internal Control Evaluation - Our approach to evaluating internal controls involves observation and inquiry. We spend time with the personnel responsible for the accounting cycles to gain an understanding of the processes. We also carefully evaluate your policies and procedures. After our initial evaluation, we identify key controls in your processes and design test to evaluate the effectiveness of those processes. In the initial year of the audit, we will focus on the following accounting cycles:

- Billing and cash receipting
- Capital assets
- Purchase and disbursements
- Payroll
- Investment and cash controls
- Information systems

In future years, we will review the accounting cycles noted above but also look at other processes such as credit card transactions, petty cash, inventory controls, offsite cash receipting, employee reimbursements, contract compliance, and other areas. Our goal is to modify our audit approach every year to further evaluate your internal controls.

Audit Stage	Procedures Performed
<p>Planning and Inquiry</p>	<p>During the planning phase of the audit, we plan to perform the following procedures:</p> <ul style="list-style-type: none"> ✓ Meet with finance personnel to obtain an understanding of significant transactions during the year. ✓ Communicate with the Board of Directors regarding fraud, compliance with laws, and any concerns they have regarding the finances of the Authority. ✓ Perform internal control evaluations as noted on the previous page. ✓ Determine materiality levels that will be used in selecting audit transactions. ✓ Perform a risk assessment to develop the audit plan for the year. ✓ Review minutes of Board of Directors meetings. ✓ Review important new contracts, bond documents, and agreements. ✓ Evaluate compliance with investments. ✓ Test purchase orders and contract management. ✓ Test a sample of cash disbursements to determine adherence to policies and internal controls. ✓ Perform a review of the organization's information systems and controls. ✓ Perform compliance testing of federal grants, as necessary. ✓ Review the prior audited financial statements and provide feedback to Authority staff regarding best practices for financial reporting. ✓ Provide a GASB Update and templates for implementing new accounting standards as needed.
<p>Year-End Testing</p>	<p>After the books are closed and ready for audit, we will perform our year-end procedures which include the following:</p> <ul style="list-style-type: none"> ✓ Confirm 100% of all cash and investment balances and test market values provided by your investment custodians. ✓ Test for proper cutoffs of accounts receivable and other receivables. ✓ Test additions and deletions to capital assets. We will review depreciation expense for reasonableness. ✓ Test current liabilities and perform a search for unrecorded liabilities. ✓ Test the balances of accrued payroll and employee related liabilities. ✓ Confirm long-term debt with independent parties. ✓ In years of new debt issuances, we will review the journal entry to record the debt to ensure the accuracy of the accounting. ✓ Testing of actuarial valuations and calculations related to OPEB obligations and disclosures under GASB 75. ✓ Testing of actuarial valuations and calculations related to pension obligations and disclosures under GASB 68. ✓ Testing of lease receivables and payable under GASB 87, as applicable. ✓ Testing of SBITA's in accordance with GASB 96, as applicable. ✓ Evaluation of Compensated Absences in accordance with GASB 101. ✓ Evaluation of claims and judgments payable. ✓ Testing of restrictions and classifications of net position. ✓ Analytically and substantively test revenues and expense reported in the financial statements. ✓ Analyze grant revenues and expenses, if any, to ensure proper matching within the fiscal year. ✓ Test the reasonableness of interest income, realized, and unrealized gains/losses on investments. ✓ Analytically and substantively test revenues and expenses reported in the financial statements. ✓ We will incorporate an element of unpredictability every year that will focus on an audit area that is not typically considered a high or significant risk area such as petty cash, credit card purchases, new vendors, travel expenses, etc.

Audit Stage	Procedures Performed
	<p>The aforementioned tests are only a few of the tests performed during the examination and by no means is it meant to be all inclusive. During the final stage of the audit, we will meet with Finance staff to review our audit findings and any adjusting journal entries.</p>
<p>Single Audit Approach</p>	<p>As part of our Single Audit for the years in which the Authority expends greater than \$750,000, we will perform the following procedures in accordance with the Uniform Guidance:</p> <ul style="list-style-type: none"> ✓ Perform an evaluation of the major programs required to be tested. ✓ Review OMB guidance and the OMB Compliance Supplement for the grant program audited. ✓ Review internal controls for each of the applicable 14 compliance areas for each program audited. ✓ Using AICPA sampling guidance, we will select a sample for each of the applicable 14 compliance areas for each program audited. We will test the sample for compliance with those 14 areas. ✓ Test the indirect cost rate, if applicable. ✓ Review monitoring reports for noncompliance and follow up on the resolution of past noncompliance, if applicable. ✓ Issue a single audit report of federal expenditures. ✓ File the data collection form within the specified deadline.
<p>Completion of the Audit</p>	<p>The nature and extent of the work required is dependent on our assessment of the likelihood of misstatements in the financial statements together with our conclusions from the planning and testing stages of the audit. All of the audit information is then used to reach a conclusion on whether the financial statements taken as a whole conform with generally accepted accounting principles.</p> <ul style="list-style-type: none"> ✓ We will review significant events after the year end. ✓ We will review attorney letters for significant legal matters. ✓ We will prepare the financial statements

Implementation of New GASB Pronouncements

The Authority will be required to implement the following accounting standards during the upcoming fiscal years. Part of our service to you includes consulting on these new auditing standards. A sampling of significant new GASB pronouncements planned or proposed for local governments that will impact the Housing Authority of the County of Riverside are listed below:

GASB 101: Compensated Absences

The unified recognition and measurement model in this Statement will result in a liability for compensated absences that more appropriately reflects when a government incurs an obligation. In addition, the model can be applied consistently to any type of compensated absence and will eliminate potential comparability issues between governments that offer different types of leave.

The model also will result in a more robust estimate of the amount of compensated absences that a government will pay or settle, which will enhance the relevance and reliability of information about the liability for compensated absences.

GASB 102: Certain Risk Disclosures

The requirements of this Statement will improve financial reporting by providing users of financial statements with essential information that currently is not often provided. The disclosures will provide users with timely information regarding certain concentrations or constraints and related events that have occurred or have begun to occur that make a government vulnerable to a substantial impact. As a result, users will have better information with which to understand and anticipate certain risks to a government's financial condition.

GASB 103: Financial Reporting Model Improvements

The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues.

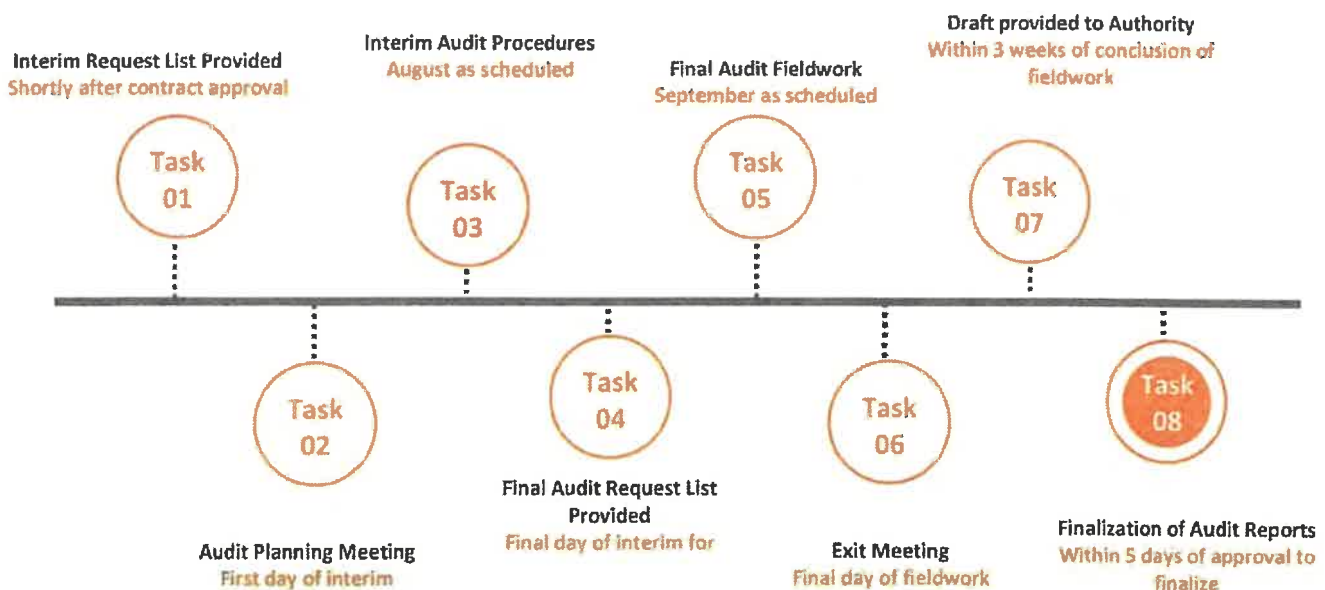
GASB 104: Disclosure of Certain Capital Assets

State and local governments are required to provide detailed information about capital assets in notes to financial statements. Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, requires certain information regarding capital assets to be presented by major class. The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets.

Our understanding of the objectives and scope of the work to be performed is as follows:

- We will perform an audit examination of the financial statements of the Housing Authority of the County of Riverside for the fiscal year ending June 30, 2025. Our examination will be conducted in accordance with generally accepted auditing standards, the AICPA Audit and Accounting Guide, Audits of State and Local Government Units, and the Government Auditing Standards issued by the Comptroller General of the United States. We will prepare the financial statements. We will ensure that the report is prepared in conformity with the most recent edition of the GAAFR, the GAAFR Update, and subsequent GASB pronouncements.
- We will perform a Single Audit in accordance with Uniform Guidance
- We will prepare a letter to the Board of Directors summarizing the audit results in accordance with the Codification of Auditing Standards Section 260.
- We will prepare a letter to the Board of Directors reporting matters dealing with internal control that meet the threshold of being a significant deficiency or material weakness, as defined by the Codification of Auditing Standards Section 265. We will immediately report any irregularities or illegal acts that come to our attention to management and/or those charged with governance.
- We will perform agreed-upon procedures relating to the REAC Submission
- Finally, we perceive the scope of our work as being advisors regarding generally accepted accounting principles. Throughout the year, the management and other finance personnel of the Authority will have access to us to seek advice in the application of generally accepted accounting principles, advice regarding debt issuance, financial statement preparation and content, and any other matters relating to the Authority. Each year, we will go over upcoming accounting standards in a meeting with Authority staff.

The following proposed timing is subject to revision and approval.



Tab 7 – Customer Service

Davis Farr prides believe exceptional client service is the foundation of trust and long-term success. We regularly provide accounting consultations throughout the year at no extra costs. During the audit we provide timely updates regarding milestones and keep you informed of the audit progress. We also dedicate team members to your audit for consistency and continuity. The technology we have invested in has helped elevate our service during the audit. Our audit software allows us to generate reports for your ease of review and allows for seamless upload of audit support to help achieve successful audit results.

In addition, Davis Farr provides an Annual Accounting Update to our clients. In this update we provide guidance on upcoming GASB's and relevant accounting subjects that impact our clients. The accounting update also qualifies as CPE for our clients.

Tab 8 – Cost Analysis and Budget for Primary Services

Audit Segmentation

	Rates	Hours	FY 2025	FY 2026	FY 2027
Partner	\$ 185	48	\$ 8,880	8,880	\$ 8,880
Manager	\$ 165	80	13,200	13,200	13,200
Supervisor	\$ 145	240	34,800	34,800	34,800
Staff	\$ 125	200	25,000	25,000	25,000
Total		568	\$ 81,880	81,880	\$ 81,880

Summary

Financial and Compliance Audit, including Single Audit and REAC Submission AUP *	\$ 58,500
Annual Audit for RCHC	23,380
Total	\$ 81,880

*Includes one major program, additional major programs may be audited for \$4,500 each.

No fee increases for the duration of the agreement



Tab 9 - References

For your convenience, we have listed below references for audit work currently being performed by Davis Farr LLP personnel for several agencies throughout California. For each of the references, we currently serve as independent auditors and have served these clients for a number of years.

CLIENT 1	City of Oxnard Housing Authority 435 South D Street Oxnard, CA Rhonda Hodge 805.385.7889 rhonda.hodge@oxnard.org	<i>Financial Statement Audit, Single Audit, REAC Submission AUP</i>	...	
CLIENT 2	Area Housing Authority County of Ventura 1400 West Hillcrest Dr. Newbury Park Shakesha Williams, Finance Director 805.480.9991 ext. 655 swilliams@ahacv.org	<i>Financial Statement Audit, Single Audit, REAC Submission AUP</i>	...	
CLIENT 3	Housing Authority City and County Fresno 1331 Fulton St. Fresno, CA Christina Stokes-Johnson, Real Estate Dev 559.457.4157 csjohnson@fresnohousing.org	<i>Applicant Resources Tax Credit Applications AUP's</i>	...	
CLIENT 4	City of Garden Grove 11222 Acacia Pkwy Garden Grove, CA Nancy Ramos, CPA, Accounting Manager 714.741.5055 nancyr@qccity.org	<i>Financial Statement Audit of City, Housing Authority, Single Audit, Agreed-Upon Procedures engagements for Transient Occupancy Taxes, Franchise Taxes, and Revenue agreements.</i>	...	

Tab 10 – Equal Employment Opportunity Policy

Equal Employment Opportunity - Davis Farr is an equal opportunity employer and does not discriminate in hiring or employment in accordance with the requirements of all applicable state and federal laws, including race, color, religion, national origin, ancestry, age, gender, marital status, military status, sexual orientation, disability, or medical condition. Such action shall include, but not be limited to: employment, promotion, demotion, transfer, recruitment or recruitment advertising, separation, rates of pay or other forms of compensation and training. Any employee who feels that he or she has not been provided equal employment opportunity should report such a situation to one of the Partners or to the Human Resources Representative without fear of reprisal. An investigation will be conducted and appropriate action will be taken, if necessary, to ensure that equal employment opportunity exists.

EXHIBIT "C"
Form HUD 5369 - C
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Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)


The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.


Signature & Date:

6/27/25

Jonathan Foster

Typed or Printed Name:

Partner

Title:

EXHIBIT "D"

Form HUD 5370 C

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General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

EXHIBIT "E"
Form HUD 50071
(behind this page)

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Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)











CONTRACT - Rivco Housing Authority Financial Audit Services 2025 - FOR SIGNATURE

Final Audit Report

2025-07-29

Created:	2025-07-28
By:	Megan Gomez (MeGomez@RIVCO.Org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaablKnkAzQusSVsZygErO3f7O1u1SO

"CONTRACT - Rivco Housing Authority Financial Audit Services 2025 - FOR SIGNATURE" History

-  Document created by Megan Gomez (MeGomez@RIVCO.Org)
2025-07-28 - 7:42:57 PM GMT
-  Document emailed to jfoster@davisfarr.com for signature
2025-07-28 - 7:45:28 PM GMT
-  Email viewed by jfoster@davisfarr.com
2025-07-28 - 7:46:51 PM GMT
-  Signer jfoster@davisfarr.com entered name at signing as Jonathan Foster
2025-07-28 - 7:47:20 PM GMT
-  Document e-signed by Jonathan Foster (jfoster@davisfarr.com)
Signature Date: 2025-07-28 - 7:47:22 PM GMT - Time Source: server
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-  Email viewed by mdavis@davisfarr.com
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-  Signer mdavis@davisfarr.com entered name at signing as Marcus D. Davis
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-  Document e-signed by Marcus D. Davis (mdavis@davisfarr.com)
Signature Date: 2025-07-28 - 11:50:08 PM GMT - Time Source: server
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 Document e-signed by Heidi Marshall (hmarshall@rivco.org)

Signature Date: 2025-07-29 - 8:35:50 PM GMT - Time Source: server

 Agreement completed.

2025-07-29 - 8:35:50 PM GMT



HOUSING AUTHORITY of the County of Riverside

Main Office
5555 Arlington Avenue
Riverside, CA 92504-2506
(951) 351-0700
FAX (951)354-6324
TDD (951) 351-9844

July 30, 2025

Indio Office
44-199 Monroe, Ste. B
Indio, CA 92201
(760) 863-2828
(760) 863-2838 FAX
TDD (760) 863-2830

NOTICE OF EXEMPTION

Project Name: Financial Audit Services at the Housing Authority of the County of Riverside

Website: harivco.org

Project Number: 2025-002

Project Location: 5555 Arlington Avenue, Riverside, CA 92504

Description of Project: The Housing Authority of the County of Riverside (HACR) is required by the U.S. Department of Housing and Urban Development (HUD) to have an independent third party perform financial audits on an annual basis as well as other audits and financial reports as may be required by HUD.

Name of Public Agency Approving Project: Housing Authority of the County of Riverside

Name of Person or Agency Carrying Out Project: Housing Authority of the County of Riverside

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15061 (b) (3), General Rule Exemption.

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The professional service will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The professional service will not have an effect on the environment and no significant physical environmental impacts are anticipated to occur.

- Section 15061 – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The professional financial audit service to be contracted will not have an effect on the environment. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, Housing Authority of County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____

Date: _____

8/7/2025

Cindy Hui, Deputy Director
Housing Authority of County of Riverside