

**ADDENDUM NO. 1**

To Agreement by and between CliftonLarsonAllen, LLP or (“CONTRACTOR”), and County of Monterey, (“County” )

This Addendum, dated as of the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between CliftonLarsonAllen, LLP, and the County of Monterey. This Addendum has the full force and effect as if set forth within the Agreement. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, CONTRACTOR and County agree that the Agreement service terms and conditions shall be amended, modified, and supplemented as follows:

1. **Section 8.0, INDEMNIFICATION:** Section 8.0 is hereby deleted in its entirety and replaced with the following:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the terms and conditions of this Agreement and the negligent and intentional acts or omissions of CONTRACTOR.

2. **Section 10.4 Access to and Audit of Records:** Section 16.5 is hereby deleted in its entirety and replaced with the following:

The County shall have the right to the extent required or permitted by applicable laws, regulations, or professional standards, the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

3. **Section 16.5 Disputes:** Section 16.5 is hereby deleted in its entirety and replaced with the following:

CONTRACTOR shall continue to perform under this Agreement during any dispute to the extent permissible under applicable laws, regulations and professional standards

CONTRACTOR shall continue to perform under this Agreement during any dispute to the extent permissible under applicable laws, regulations and professional standards.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

**COUNTY OF MONTEREY**

**CLIFTONLARSONALLEN, LLP**

Approved:

Approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elsa M. Jimenez, Director of Health Services

DocuSigned by:  
By: Rich Gonzalez Date: 2/9/2024 | 4:13 PM PST  
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Richard Gonzalez, Principal

Approved as to Legal Form:

DocuSigned by:  
By: Melina Pantale Date: 2/14/2024 | 12:06 PM PST  
65EE9F1502BD412...  
County Counsel

Approved as to Fiscal Provisions:

DocuSigned by:  
By: Jennifer Forsyth Date: 2/14/2024 | 1:15 PM PST  
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Auditor-Controller