

AMENDMENT NO. 5 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & CLIFTONLARSONALLEN LLP

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional Audit Services by and between **CliftonLarsonAllen, LLP**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY and CONTRACTOR entered into an Agreement for professional audit services for a total contract amount of \$502,620 for a term of August 1, 2018 to June 30, 2021.

WHEREAS, the Agreement was amended via AMENDMENT #1 to extend the term one year to June 30, 2022, and to add \$170,840 for a total revised contract liability of \$673,460.

WHEREAS, the Agreement was amended via AMENDMENT #2 to extend the term one year to June 30, 2023, and to add \$171,940 for a total revised contract liability of \$845,400.

WHEREAS, the Agreement was amended via AMENDMENT #3 to extend the term two years to June 30, 2025, and to add \$375,010 for a total revised contract liability of \$1,220,410.

WHEREAS, the Agreement was amended via AMENDMENT #4 to add \$10,000 for a total revised contract liability of \$1,230,410.

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to extend the term an additional two (2) years through June 30, 2027, and to add \$380,170 for a revised total contract liability of \$1,610,580, and to change the scope of services.

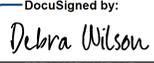
NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree as follows:

1. **Paragraph 2, “PAYMENT PROVISIONS”, shall be amended by removing** “The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of \$1,230,410,” and replacing with “The total amount payable by the County to CONTRACTOR under this Agreement is not to exceed the sum of \$1,610,580.”
2. **Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this Agreement is from August 1, 2018 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement”, **and replacing it with** “The term of this Agreement is from August 1, 2018 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement”.
3. EXHIBIT A-Scope of Services/Payment Provisions shall be deleted and replaced by EXHIBIT A-Scope of Services/Payment Provisions attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

Amendment No. 5 to Agreement with CliftonLarsonAllen LLP for professional audit services as outlined in RFP#10682

- 5. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated July 17, 2018, and AMENDMENT NO. 1, AMENDMENT NO. 2, AMENDMENT NO. 3, AMENDMENT NO. 4.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY
DocuSigned by:

7B741937AA0D41E
 Contracts/Purchasing Officer

Dated: 6/10/2025 | 3:24 PM PDT

Approved as to Fiscal Provisions:
DocuSigned by:

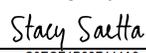
E79EF64E57A54F6
 Deputy Auditor/Controller

Dated: 6/10/2025 | 1:49 PM PDT

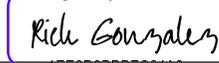
Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:
DocuSigned by:

C0ECE1B99F44A9
 Deputy County Counsel

Dated: 6/9/2025 | 5:31 PM PDT

CONTRACTOR
Signed by:

 By: 1EE6D9BB5FC64A8
 Signature of Chair, President, or
 Vice-President

Rich Gonzalez

Printed Name and Title

Dated: 6/6/2025 | 4:29 PM PDT

By:
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT-A

To Agreement by and between
Office of the Auditor-Controller, hereinafter referred to as “County”
AND
CliftonLarsonAllen LLP, hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. ACFR Audit and Single Audit, including Audit of Natividad Medical Center:
CONTRACTOR will audit the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the County, as of and for the years ended June 30, 2025 and 2026, and the related notes to the financial statements which collectively comprise the County’s basic financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The following RSI will be subjected to certain limited procedures, but will not be audited.

- Management’s discussion and analysis.
- Budgetary comparison schedules.
- GASB-required supplementary pension and OPEB information.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

CONTRACTOR will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes and RSI for the Monterey County Public Finance Authority and the Monterey County Public Improvement Corporation.
- Preparation of your data collection form.

2. Audit of Monterey County Public Improvement Corporation

CONTRACTOR will audit the financial statements of the governmental activities and the major fund of the Monterey County Public Improvement Corporation, as of and for the years ended June 30, 2025 and 2026, and the related notes to the financial statements which collectively comprise the Monterey County Public Improvement Corporation's basic financial statements.

The following RSI will be subjected to certain limited procedures, but will not be audited.

- Management's discussion and analysis.

Nonaudit services

CONTRACTOR will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes and RSI for the Monterey County Public Improvement Corporation.

3. Audit of Monterey County Financing Authority

CONTRACTOR will audit the financial statements of the governmental activities and the major fund of the Monterey County Financing Authority, as of and for the years ended June 30, 2025 and 2026, and the related notes to the financial statements which collectively comprise the Monterey County Financing Authority's basic financial statements.

The following RSI will be subjected to certain limited procedures, but will not be audited.

- Management's discussion and analysis.

Nonaudit services

CONTRACTOR will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes and RSI for the Monterey County Public Finance Authority.

4. Treasury Oversight Commission

CONTRACTOR will examine management's assertion that the Treasurer complied with the County's Investment Policy Requirements during the years ended June 30, 2025 and 2026.

5. GANN Appropriations Limit Agreed-upon Procedures

CONTRACTOR will apply the agreed-upon procedures which County has specified and agreed to, to the Appropriations Limit Calculation of County management as of or for the years ended June 30, 2025 and 2026.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$1,610,580 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Monterey County				
FY 2024/25 and FY2025/26 Quote				
	Actual 6/30/2024	Quote 6/30/2025	Quote 6/30/2026	
CONTRACT INFORMATION:				
engagements	Financial Audit	\$ 69,250	\$ 72,710	\$ 74,890
	Single audit	26,570	30,560 {1}	31,480 {1}
	Gann	1,000	1,250	1,250
	Treasury Oversight	3,330	3,500	3,610
	Monterey Public Finance Authority	5,640	5,920	6,100
	Monterey Public Improve Corp	5,640	5,920	6,100
	Natividad Medical Center	64,220	67,430	69,450
	Total contract amount	\$ 175,650	\$ 187,290	\$ 192,880
	Measure X	13,500	13,500	13,500
		\$ 189,150	\$ 200,790	\$ 206,380
		\$ 11,640	\$ 5,590	
		6.2%	2.8%	
{1} Proposed fees are based on 8 major programs. Additional programs are \$7,500 each.				
	Number of major programs - 2024	8		
	Number of major programs - 2023	8		
	Number of major programs - 2022	9		
	Average	8.33		

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.