

**RENEWAL AND AMENDMENT NO. 3
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY &
CLIFTONLARSONALLAN LLP.**

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT (“AGREEMENT”) for the provision of preparation of Cost Allocation Plan preparation using MGTCAP software by and between CliftonLarsonAllan LLP, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the parties entered into an Agreement for audit services for a total contract amount of \$27,000 for a term of November 1, 2019 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 \$13,500, for a total revised contract liability of \$40,500.

WHEREAS, the Agreement was amended via AMENDMENT #2 to extend the term two years to June 30, 2024 and to add \$27,000, for a total revised contract liability of \$67,500.

WHEREAS, the Agreement expired on June 30, 2024.

WHEREAS, the County and CONTRACTOR wish to revive and amend the AGREEMENT to extend the term for an additional three (3) years to June 30, 2027 and to add \$27,000, for a revised total contract liability of \$94,500, and to change the scope of services.

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

1. The Agreement shall be, and hereby is, retroactively reinstated in its entirety as of July 1, 2024 and shall be, considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
2. Paragraph 3.01, “TERM OF AGREEMENT”, shall be amended by removing “The term of this Agreement is from November 1, 2019 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement,” and replacing it with “The term of this Agreement is from November 1, 2019 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement”.
3. Section 2., “PAYMENTS BY THE COUNTY” shall be amended by removing, “The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$67,500.00” and replacing it with “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$94,500.00”.
4. EXHIBIT A-Scope of Services/Payment Provisions shall be deleted and replaced by EXHIBIT A-Scope of Services/Payment Provisions attached hereto.

Renewal and Amendment No. 3 Agreement with CliftonLarsonAllen LLP - Measure X

5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT No. 3 TO AGREEMENT and shall continue in full force and effect as set forth in the AGREEMENT.
6. A copy of this RENEWAL AND AMENDMENT No. 3 shall be attached to the original AGREEMENT dated November 1, 2019 and AMENDMENT NO. 1 and AMENDMENT NO. 2.

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

COUNTY OF MONTEREY

DocuSigned by:
Debra Wilson
7B741937AA0D41B
Contracts/Purchasing Officer

Dated: 6/9/2025 | 10:56 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF6AE57464F6
Deputy Auditor/Controller

Dated: 6/9/2025 | 9:56 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F44A9
Deputy County Counsel

Dated: 6/9/2025 | 7:55 AM PDT

CONTRACTOR

Signed by:
Rich Gonzalez
1EE6D9BBFC61A8
Signature of Chair, President, or Vice-President

Rich Gonzalez

Printed Name and Title

Dated: 6/9/2025 | 7:49 AM 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:

Audit the financial statements of the County of Monterey’s Measure X activity, which collectively comprise the financial statements identified below and the related notes to the financial statements as of and for the years ended June 30, 2025 and 2026.

- Balance sheet
- Statement of Revenues, Expenditures, and Changes in Fund Balance

The Contractor will also provide the following nonaudit services:

- Preparation of the County’s financial statements and related notes of the County of Monterey’s Measure X activity.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$94,500 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.