

AGREEMENT FOR PROFESSIONAL AUDITING SERVICES

This Agreement is made on July 1, 2024, by and between, CLA CliftonLarsonAllen LLP, A Professional Services Firm (“Contractor”) and the City of Santa Maria, a California Municipal Corporation and charter city (“City”), in Santa Maria, California, based on the following recitals:

1. **WHEREAS**, the City needs professional auditing services; and
2. **WHEREAS**, pursuant to said request, the Contractor submitted a proposal, which was accepted by the City; and
3. **WHEREAS**, it has been determined it is in the City’s interest to proceed with the professional auditing services; and
4. **WHEREAS**, the City has determined that the auditing of the City’s financial statements involves a performance of professional and technical services; and
6. **WHEREAS**, the Contractor is a properly licensed firm in the State of California.

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.
2. **General.**

2.01. Term and Termination. The term of this contract is three years, up to and including the audit of the financial statements ending on June 30, 2024, June 30, 2025, and June 30, 2026, beginning on the date first written above. This contract may be extended up to an additional two (2) years by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

2.02. Services to be Performed. Contractor shall determine the method, details and means of providing the financial statement audits. More specifically, Contractor agrees to perform the specific services listed in Exhibit “A.”

2.03 City’s Duties. City’s duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.

2.04. Payment. Payment terms under this Agreement are listed in Exhibit “B.”

2.05. Insurance. Contractor shall provide insurance as listed in Exhibit “C.”

2.06. Exhibits. Exhibits “A,” “B,” and “C” are attached and incorporated.

3. **Contractor’s Obligations.**

3.01. Minimum Amount of Service. Contractor shall devote sufficient time to perform services under this agreement efficiently and effectively. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor’s sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City’s business.

3.02. Tools and Equipment. Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.

3.03. Status. Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the City. Contractor’s assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Contractor under this agreement.

3.04. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

4. Miscellaneous

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONTRACTOR, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

<u>To: City</u>	<u>To: Contractor</u>
Xenia Bradford, Interim Director of Finance City of Santa Maria 206 East Cook Street Santa Maria, CA 93454 Ph: 805-925-0951 x2214 Fax: 805-925-2243 Email: xbradford@cityofsantamaria.org	Daphnie Munoz, CPA CliftonLarsonAllen LLP 2875 Michelle Drive, Suite 300 Irvine, CA 92606 Ph: 714-795-5474 Email: daphnie.munoz@CLAconnect.com

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement,

Contractor shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10 Prevailing Wage. Prevailing Wage. If applicable, Consultant and all subconsultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

CLA (CLIFTONLARSONALLEN LLP)
a Professional Services Firm

CITY OF SANTA MARIA, a political subdivision of
the State of California

Daphnie Munoz, CPA
Principal

Xenia Bradford
Interim Director of Finance

ATTEST:

Alexandra Valadez
Assistant City Clerk

APPROVED AS TO FORM:

Risk Manager

City Attorney

EXHIBIT "A"

The Contractor shall provide auditing services to the City. The primary objectives for the audit include:

1. Audit of the Basic Financial Statements of the City in conformity with generally accepted accounting principles and issue an opinion thereon. The auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the auditor is to provide an “in-relation-to” report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the government-wide financial statements. The auditor is not required to audit the statistical section of the report.
2. Perform certain limited procedures involving management’s discussion and analysis (MD&A) and required supplementary information (RSI) required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
3. Audit of the financial statements of the Measure U Fund of the City of Santa Maria in accordance with the generally accepted accounting principles and issue an opinion thereon.
4. Test compliance with the Single Audit Act as amended in 1996, and applicable laws and regulations. It is expected that the auditor will prepare and publish an audit report.
5. Prepare a Memorandum on Internal Control Structure and Management Letter.
6. Test compliance with Proposition 111, Article XIII.B – Review of Appropriations Limit Calculations.
7. Examine other reports or perform other services as required.
- 8.

EXHIBIT "B"

PAYMENT TERMS

The City agrees to Pay the Contractor the following fixed fees for work within 30 days from the acceptance of the original invoice and acceptance by the City of the materials, supplies, and services provided by the Contractor (Net 30).

Professional Services	Estimated Hours	FY2024	FY2025	FY2026	FY2027	FY2028
Financial statement audit for the City of Santa Maria	380	\$66,325	\$69,640	\$73,120	\$76,790	\$80,620
Preparation of ACFR	60	10,175	10,680	11,210	11,770	12,360
Single Audit Report (1)*	45	7,250	7,610	7,990	8,390	8,810
AUP GANN Limit Calculation	5	820	860	900	950	1,000
Measure U	28	5,070	5,320	5,590	5,870	6,160
Technology and client support fee (5% of professional services)	-	4,480	4,710	4,940	5,190	5,450
Total all-inclusive maximum fee	518	\$94,120	\$98,820	\$103,750	\$108,950	\$114,400

*Single audit pricing includes one major program. Each additional major program is \$4,000 and increases annually at the rate of 5%.

Our fixed-fee quote is designed with an understanding that:

- The City personnel will provide documents and information requested in a timely fashion.
- The operations of your organization do not change significantly and do not include any future acquisitions or significant changes in your business operations.
- There are not significant changes to the scope, including no significant changes in auditing, accounting, or reporting requirements.

The 5% technology and client support fee supports our continuous investment in technology and innovation to enhance your experience and protect your data.]

EXHIBIT "C"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, or employees. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory limits.
4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

C. Self-insured Retentions

1. Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice **stating the title of this contract** to the City. **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
4. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

E. Acceptability of Insurers

1. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

F. Verification of Coverage

1. Contractor shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

1. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.