Contract No. 18-0760

CITY OF SANTA FE CONTRACT AMENDMENT No. 1 to STATE OF NEW MEXICO AUDIT CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, Finance Department, hereinafter referred to as the "City," and **CliftonLarsonAllen, LLP** hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 1, Scope of Work, is hereby amended to read as follows: (insert only if amended)

1. Scope of Work.

The Contractor shall perform the following work:

- A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year 2018 in accordance with auditing standards generally accepted in the United State of America, *Government Auditing Standards, Uniform Administrative Requirements. Cost Principles, and Audit Requirements for Federal Awards,* the Audit Act and the Audit Rule (NMAC Section 2.2.2.1 et. Seq.).
- B. For the following forms (Funding Sources F-10, Uses of Capital F-20, Operating Expenses F-30, Operating Expenses Summary F-40, Statement of Finances F-60 and Reduced Reporting RR-20)
 - 1) Obtain and read the mapping of transit agency accounts to NTD USOA functions and object classes
 - 2) Determine the mapping by identifying the personnel assigned responsibilities for supervising NTD data preparation and maintenance
 - 3) Procedures for preparing NTD data to ensure that they are consistently applied across report years
 - 4) Data retention policy

Cost allocation procedures:

- 5) Cost allocation procedures for allocating joint expenses by mode, type of service and function as appropriate
- 6) Determine whether direct expenses are attributed by the correct mode, type of service and function
- 7) Determine if the indirect expenses are allocated using a reasonable method
- 8) Ensure cost allocation variables are calculated every year using current fiscal year data
- 9) Is there data in IAS-FD that can be translated to the USOA or do not conform to NTD requirements

C. Scope of Work continued in Exhibit "A" attached hereto and incorporated herein..

2. <u>Compensation</u>.

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of compensation not to exceed (\$20,000.00), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$1,575.00), shall be paid by the City to the Contractor. The total amount of the monies payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed (\$21,575.00).

The total amount payable, including gross receipts tax to the Contractor under Agreement # 18-0760, and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed (\$188,725). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2019**, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below, or a specified date, whichever is later.

By: Date: 4.15. 2019
Alan Webber, Mayor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.