

### **AMENDMENT NO. 3 AND RESTATED AUDIT CONTRACT**

THIS AUDIT CONTRACT ("Audit Contract") is made and entered into as of the date hereinafter set forth by and between THE CITY OF OKLAHOMA CITY, an Oklahoma municipal corporation (City), and Allen, Gibbs, Houlik, L.C.(AGH), a Limited Corporation (partnership) of accountants (Audit Firm). When "the City" is used in this contract, it shall mean the City of Oklahoma City, the Oklahoma City Municipal Facilities Authority, and the Oklahoma City Public Property Authority.

#### **WITNESSETH:**

**WHEREAS**, the City, pursuant to the provisions of the Charter of The City of Oklahoma City, the laws of the State of Oklahoma, and the Single Audit Act of the United States, requires an annual audit of its books and accounts for fiscal year 2023-2024 (Audit); and

**WHEREAS**, the scope of said Audit includes the governmental activities, business-type activities, aggregate discretely presented component units, each major fund, aggregate remaining fund information and the budgetary comparison as described more fully elsewhere herein, and other evidences of financial transactions of the City for said fiscal year; and

**WHEREAS**, the Audit Firm has no interest, direct or indirect, in the fiscal affairs of said City.

**NOW THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed by the parties hereto as follows:

1) **Engagement**

The City hereby appoints and engages the Audit Firm to perform the annual Audit for fiscal year 2023-2024 (July 1, 2023, through June 30, 2024) of the funds, assets, books, records, accounts, financial statements and other evidences of financial transactions of The City of Oklahoma City as required by Article II, Section 28, of the Oklahoma City Charter; Title 11 Oklahoma Statutes, Section 17-105 et seq.; and Title 31 United States Code, Sections 7501 et seq., and the Audit Firm hereby agrees to perform said Audit hereunder, as defined in the City's Request for Proposal dated January 12, 2016.

2) **Scope of Audit**

- A. All City funds are subject to the audit. The audit services will include an examination of the government-wide and individual fund statements (major and non-major funds) of the City. The scope may be altered by the City as long as it still remains in compliance with accounting principles generally accepted in the United States of America (GAAP) and generally accepted auditing standards (GAAS), and that the integrity of the financials is not diminished in any capacity.
- B. Our audit will include the general fund of the City and the City acknowledges that the Audit Firm is the group auditor of the City's basic financial statements. The Audit Firm will not audit the financial statements of The Operations the Downtown Convention Center which is presented within the Oklahoma City Public Property Authority General Purpose Fund. Additionally, the Audit Firm will not audit the financial statements of the Oklahoma City Industrial and Cultural Facilities Trust and the Oklahoma City Redevelopment Authority, which are discretely presented component units of the City. Those financial statements will be audited by component auditors.
- C. The objectives of the audit services are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an Auditor's Report that includes the Audit Firm's opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and Government Auditing Standards issued by the Comptroller General of the United States (GAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.

You have also requested that the Audit Firm perform the audit of the City as of June 30, 2024 to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance).

- D. The Audit shall consist of an examination of receipts and disbursements on a selected test basis consistent with GAAS and GAS to ascertain that income and receipts are accounted for, and to ascertain that expenditures and disbursements are fairly presented in the City's financial statements.
- E. The Audit Firm shall confirm the cash balance on hand by independent information secured from the banks and from the actual cash on hand to the extent deemed necessary by the Audit Firm in accordance with GAAS.
- F. The Audit Firm shall confirm securities held as an investment by independent

information secured from the banks and from actual investments on hand to the extent deemed necessary by the Audit Firm in accordance with GAAS.

- G. In accordance with GAAS, the Audit Firm shall determine that financial transactions of the City were conducted within the statutory and City Charter provisions and, as appropriate, will examine ordinances, resolutions, orders, and minutes pertaining to financial operations which have been passed by the City Council.
- H. The Audit Firm shall, insofar as is practicable, conduct the Audit in accordance with GAAS, GAS, the Uniform Guidance and the U.S. Office of Management and Budget's (OMB) Compliance Supplement.

Those standards, regulations or supplements require that the Audit Firm comply with applicable ethical requirements. As part of an Audit in accordance with GAAS, GAS and the Uniform Guidance, the Audit Firm exercises professional judgment and maintains professional skepticism through the Audit. The Audit Firm also:

1. Identifies and assesses the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for the Audit Firm's opinion.
2. Consider the City's system of internal controls relevant to the Audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, the Audit Firm will communicate to the City in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the Audit.
3. Evaluates the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
4. Concludes, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the Audit is properly planned and performed in accordance with GAAS and GAS.

Because the determination of waste or abuse is subjective, *Government Auditing Standards* do not require the Audit Firm to perform specific procedures to detect waste or abuse in the financial statements.

The Audit Firm is responsible for the compliance Audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

The Audit Firm's opinion shall be on the governmental activities, business-type activities, aggregate discretely presented component units, each major fund, aggregate remaining fund information and the budgetary comparison of the City and shall state the Audit Firm's opinion as to the fair presentation of the financial statements in accordance with generally accepted accounting principles (GAAP). GAAP shall be defined to include Governmental Accounting Standards Board (GASB) Statements, Interpretations, and applicable Statements and interpretations of the Financial Accounting Standards Board. The Audit Firm report will be addressed to the Governing Body. Circumstances may arise in which the Audit Firm report may differ from expected form and content based on results of the Audit Firm's audit. Depending on the nature of these circumstances, it may be necessary for the Audit Firm to modify the Audit Firm's opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to the Audit Firm's report.

In addition to the Audit Report on the financial statements, the Audit Firm will also issue the following reports:

- (1) A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2024;
- (2) Report on Internal Control Over Financial reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with GAS;
- (3) Reports on compliance for Each Major Federal Program and Report on Internal Control over Compliance Required by the Uniform Guidance;
- (4) An accompanying schedule of findings and questioned costs; and
- (5) The Audit Firm will prepare the City's Data Collection Form, which the City will be required to submit to the Federal Audit Clearinghouse. The City acknowledges that the City has the final responsibility for this form and, therefore, the City should review the Form carefully before the City certifies and submits the form.

If circumstances arise relating to the conditions of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in the Audit Firm's professional judgment, prevents them from completing the Audit or forming an opinion, the Audit Firm retains the unilateral right to take any course of action

permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In the Audit Firm's connection with the audit of the financial statements, the Audit Firm's responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, the Audit Firm concludes that an uncorrected material misstatement of the other information exists, the Audit Firm is required to describe it in its report.

- I. The Audit Firm shall assess the adequacy of internal controls before relying on substantive tests. If it is found that the system of internal control is not adequate or is not functioning properly, more extensive examination may be done and, if considered necessary, recommendations will be made of action necessary to correct the deficiency. Such recommendations, if any, will be in the form of a management letter delivered to the City Controller no later than November 15, 2024 as a separate document from the Audit Firm's opinion.

The Audit Firm will also communicate to those charged with governance (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known during the Audit, and (b) any instances of noncompliance with laws and regulations that they become aware of during the Audit (unless they are clearly inconsequential).

The Audit Report(s) will report on internal control over financial reporting and over compliance for major programs will include any significant deficiencies and material weaknesses in internal control over financial reporting and over compliance for major programs of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control over financial reporting and over compliance for major programs consistent with requirements of the standards and regulations identified above. The Audit Report on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

- J. The Audit Firm will maintain its independence in accordance with the standards of the American Institute of Certified Public Accountants and GAS.
- K. The Audit Firm will be responsible for issuing the Annual Survey of City and Town Finances Report to the State Auditor, Form #SA&I, 2643, prepared by the City's accounting staff. The Audit Firm will submit the Report to the Office of the State of Oklahoma Auditor and Inspector accompanied by the appropriate fee. The Audit Firm shall respond to all questions and concerns raised by the State Auditor and Inspector concerning the Report. Submission must be by December 23, 2024.
- L. The Audit Firm must be available between audits to discuss financial reporting

issues and practices. The Audit Firm will participate with the City's Controller in pre-audit planning. The Audit firm will also establish a series of meetings throughout the audit period with the Chief Financial Officer, Assistant Finance Director, and the Controller to discuss issues, recommendations, and all other pertinent information related to the audit. Additionally, "between audits" discussions may include minor tax or regulatory compliance issues. If such issues require substantial research written, as well as, responses from the Audit Firm, fees and charges will be negotiated.

- M. The City will be responsible for the preparation and fair presentation of the financial statements in accordance with GAAP.
- N. The City will be responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

This includes establishing and maintaining effective internal control over financial reporting and for informing the Audit Firm of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

The City is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing the Audit Firm about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. This includes informing the Audit Firm of its knowledge of any allegations of fraud affecting the entity received in communications from employees, former employees, analysts, regulators or others.

- O. Those charged with governance is responsible for informing the Audit Firm of its views about the risks of fraud, waste or abuse within the City, and its knowledge of nay fraud, waste or abuse or suspected fraud, waste or abuse affecting the City.
- P. The City will be responsible for identifying and ensuring compliance with the laws, regulations, contracts and grants applicable to the City's activities (including federal award programs), and for informing the Audit Firm about all known material violations of such laws or regulations, other than those that are clearly inconsequential.
- Q. The City is responsible for evaluating subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which the subsequent events were evaluated in the financial statements. The City also agrees that it will not evaluate subsequent events earlier than the date of the City's representation letter.
- R. Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, the City is responsible for (a) identifying all federal awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over

compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

S. The City will be responsible to provide the Audit Firm with:

- (1) Access to all information of which the City is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures.
- (2) Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the Audit in accordance with the proposed timeline.
- (3) Additional information that the Audit Firm may request from the City for the purpose of the Audit.
- (4) Unrestricted access to persons within the entity from whom the Audit Firm determines it necessary to obtain audit evidence.

T. The City will provide to the Audit Firm written confirmation acknowledging certain responsibilities outlined in this Audit Contract and confirming:

- i. The availability of this information.
- ii. Certain representations made during the Audit for all periods presented.
- iii. The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

U. The City is responsible for obtaining audits, examinations, agreed-upon procedures or other engagements that satisfy relevant legal, regulatory or contractual requirements or fully meet other reasonable user needs in the event the results of the Audit Firm's tests of compliance and internal control over financial reporting performed in connection with the audit of the financial statements may not fully meet the reasonable needs of report users.

V. In connection with our audit, you may request us to perform certain nonaudit services, including assistance with compiling the City/Trust's annual financial report.

If this service is requested, GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and

informed third parties. Before the Audit Firm agrees to provide a non-audit service to the City/Trust, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of the Audit Firm's determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The City/Trust has agreed that Alex, Fedak, Controller possesses suitable skill, knowledge or experience and that the Individual understands the compilation services to be performed sufficiently to oversee them. Accordingly, the management of the City/Trust agrees to the following:

- a. The City/Trust has designated Alex, Fedak, Controller as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
- b. Alex, Fedak, Controller will assume all management responsibilities for subject matter and scope of the assistance with compiling the annual financial report;
- c. The City/Trust will evaluate the adequacy and results of the services performed; and
- d. The City/Trust accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the City/Trust's management and those charged with governance of the objectives of the non-audit services, the services to be performed, the City/Trust's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. The Audit Firm believes this Contract documents that understanding.

W. The City is responsible for the preparation of the required supplementary information (RSI) which accounting principles generally accepted in the United states of America (U.S. GAAP) require to be presented to supplement the basic financial statements. The City is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. In addition:

- i. The City will provide certain written representations regarding the RSI and supplementary information at the conclusion of the engagement.
- ii. The City will include the Audit Firm report on this supplementary information in any document that contains this supplementary information and indicates the Audit Firm has reported on the supplementary information.
- iii. The City will make the supplementary information readily available to intended users if it is not presented with the audited financial statements.

### 3) **Audit Schedule**

The Audit shall commence as soon as practical after this Audit Contract is approved,



with field work completed by November 1, 2024. Initiation of an auditing test after November 1, 2024 requires a written explanation of the need for the test and the potential impact on timeliness of the opinion and the reason why the test was not initiated timely. After review by a member of the Audit Firm specializing in governmental financial reporting, a copy of the Audit Report (Audit Firm's opinion) suitable for printing shall be made available to the City's Controller as soon as possible and no later than November 15, 2024. These dates are contingent upon the City providing the Audit Firm auditable trial balances no later than September 15, 2024 and substantially all remaining records and supporting schedules no later than September 30, 2024.

4) **ACFR, Printing and Filing**

The Audit Firm will timely complete and present the financial statements and Audit Report of the City. The Annual Comprehensive Financial Report (ACFR) will be prepared and printed by the City. The City will submit appropriate copies to the County Clerk and the Office of the State of Oklahoma Auditor and Inspector.

The City has informed the Audit Firm that the City intends to prepare an annual comprehensive financial report (Annual Report) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Our association with the ACFR is to consist of procedures required under generally accepted auditing standards for Other Information (including the Introductory and Statistical Sections of the ACFR), and for Supplementary Information presented in the ACFR.

The Audit Firm shall be compensated in an amount not to exceed \$220,527 for Audit services related to the requirements of the Charter and state law, \$7,039 related to Federal Asset Forfeiture Agreed Upon Procedures; \$74,960 related to the Oklahoma Municipal Facilities Authority, and The Oklahoma City Public Property Authority, and an estimated amount of \$48,083 for services related to compliance with the Federal Single Audit Act, for a total of and an estimated amount of \$8,000 for confirmation services, for a total of \$358,609 which includes all expenses. Periodic billings during the Audit period will not exceed 90% of the total billings. Billings must be supported by detail, showing party providing the services, date services were performed, description of services, and hours worked times applicable rates, not to exceed \$322,748. Final invoices will be submitted as the Audit progresses with final payment occurring after the ACFR and all Single Audit Reports have been presented to the City's Controller, the City's Chief Financial Officer, and City Council.

All Audit services that address the requirements of the Federal Single Audit Act will be billed only as part of the invoice for the Federal Single Audit Act and be invoiced separately. The contracted amount is for services to audit up to 550 audit hours for up to six (6) programs. If additional time is required to meet requirements of this audit due to the number of programs required to be audited, the City's Finance Director or his designee, will negotiate and approve any additional hours that are required on the first six (6) programs and will be billed at a rate of \$135 per hour. All additional programs above six (6) will be billed at the rate of \$5,720 per program. A written explanation as to the necessity for any additional programs above the Six (6) must be prepared by the Audit Firm and agreed to by the City Finance Director or his designee.

The Audit Firm's fees do not consider the additional efforts related and the incidence to the COVID-19 virus environment. These matters may be driven by complexities and uncertainties related to the various provisions of new laws and the continued issuance of interpretative and procedural guidance from federal agencies. Such amount will be billed based on time expended. Additional efforts or services may include:

- A. Single Audits or compliance audits for the Coronavirus Aid, Relief, and Economic Security Act or other COVID-19 related funding programs. If these funding programs will be subject to Single Audit requirements or other compliance audits, AGH will issue an engagement letter addendum for those services.
- B. Accounting and auditing issues such as going concern, collectability of customer and notes receivables, compliance with debt agreements, modification of lease terms, etc.

The City's adherence to its closing schedule and timely completion of information used by AGH in performance of the audit is essential to timely completion of the audit. Should delays be encountered due to lack of client work papers or preparedness which requires adjusting the fieldwork schedule outside of the agreed upon timeline, it will be necessary for AGH to reassign staff resources resulting in additional billings due to scheduling conflicts and/or increased hours above and beyond what was originally scheduled for the project.

At conclusion of the Audit services related to the requirements of the Charter and state law, and no later than December 31, 2024, the Audit Firm will provide the City's Controller with detail of actual billed hours and rates reconciled to actual invoices.

If services related to assistance in compiling the annual financial report are requested, those services require higher experience and skilled individuals and will be billed at an hourly rate of \$250.

At conclusion of the Single Audit Report, and no later than March 31, 2025 the Audit Firm will provide the City's Controller with detail of the Audit services related to compliance with the Federal Single Audit Act provided to specific grant programs, showing party providing services, date services were provided, description of services, and billed hours and rates for the Audit services by grant, reconciled to actual invoices.

5) **Special or Additional**

**Services Training:**

The Audit Firm will provide a minimum of 8 hours of CPE training at no additional cost to the City.

The Audit Firm will provide assistance with implementation of new GASB's or other reporting requirements as needed. If a significant amount of time is required on the part of the Audit Firm in excess of 100 hours, additional costs will be discussed with the City prior to incurring any costs.

In the event the Audit Firm identifies the need for other special or additional services,

such recommendation shall be made to the City Manager and the City Council prior to completion of the Audit. The City Manager and the City Council shall determine if such services are essential.

The Audit Firm will be available to provide services, related to the Audit Report, required for any debt issuances at rates, under terms and conditions, consistent with the Audit Firm's proposal, incorporated herein by reference, and this contract. Included in the debt issuances is other information presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information will not be subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, the Audit Firm will not express an opinion or provide any assurance on it. Other special or additional audit services contemplated in the City's Request for Proposals dated January 12, 2016, will require a separate contract also consistent with rates, under terms and conditions, as specified in the Audit Firm's proposal.

Under no circumstances will the Audit Firm be considered qualified to provide special or additional audit services regarding review of contracts or proposed agreements between the City and any private entity for which the Audit Firm also performs audit or consulting services.

7) **Excluded from Scope**

- A. The funds of public trusts or authorities of which the City is the beneficiary are not included in this Audit Contract (with the exception of the Oklahoma City Municipal Facilities Authority, the Oklahoma Public Property Authority, and the Oklahoma City Environmental Trust), but may be audited under separate contracts entered upon the mutual agreement of such trust or authority and the Audit Firm. The Audit Firm hereby agrees to offer such trust, authority, or other affiliated entity the hourly rate for audit services set out in the Audit Firm's Proposal for Professional Services, dated April 4, 2016. Such trusts and authorities include, but are not limited to, those set out at Section III. C. of the City's Request for Proposals dated January 12, 2016.
- B. The Audit described in Paragraph 2 of this Audit Contract shall not include or contemplate the preparation of supplemental appropriations, budgets, bond issue prospectus, or other services pertaining to the operation of the City beyond the scope of the Audit Contract specified in Paragraph 2, above.

8) **Non-Discrimination**

The Audit Firm agrees, in connection with the performance of services under this Audit Contract, as follows:

- A. The Audit Firm will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin or ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Audit Firm shall take affirmative action to ensure that employees are treated without regard to their race, creed, religion, color, sex, age, national origin or ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the

following: employment, upgrading, demotion, transfers, recruiting or recruitment, advertising, lay-off, termination, rates of pay, or apprenticeship. The Audit Firm agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City setting forth provisions of this section.

- B. The Audit Firm agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Audit Contract.
- C. In the event of the Audit Firm's non-compliance with the above nondiscrimination clause, this Audit Contract may be canceled or terminated by the City. The Audit Firm may be declared by the City ineligible for further contracts with the said City until satisfactory proof of intent to comply shall be made by the Audit Firm.

9) **Insurance and Indemnification**

The Audit Firm will comply with the indemnity and insurance requirements as follows:

- A. The Audit Firm agrees to defend, indemnify, and save harmless the City and its officers, agents, and employees from and against any and all loss of or damage to tangible property, bodily injuries to or death of any person or persons; and/or damages caused by Audit Firm's disclosure of the City/Trust's Confidential Information or any Personal Information, to the extent caused by the negligent acts, omissions or improper acts of the Audit Firm, including, without limiting the generality of the foregoing, its partners, employees, representatives, contractors or agents, in connection with the Audit. Provided however, the Audit Firm shall not be liable thereunder for any loss or expense occasioned by the negligent acts or omissions of the City or its officers, agents, and employees. Each party agrees to give the other parties prompt notice of any claim, suits, actions, or proceedings. Furthermore, the termination, cancellation, or expiration of this Audit Contract shall not affect the obligations and rights established which the parties expressly agree will survive compensation, cancellation, termination, and expiration.

In the event the City reasonably determines there is a conflict of interest between the Audit Firm and the City with respect to legal representation, as may be required, the Audit Firm will provide and pay for separate legal counsel to represent the interest of the City.

- B. The minimum insurance requirements set forth below shall not be deemed to establish the maximum limits of the Audit Firm's monetary obligations as may be set forth in accordance with Paragraph 9.A. Prior to beginning work, the Audit Firm shall obtain and furnish to the City current copies of certificates of insurance and a copy of the verification of insurance from the Audit Firm's broker of the policy required in subparagraphs (1) through (5) following. The required insurance shall be maintained in full force and effect until completion and final acceptance by the City of the Audit Report. The Audit Firm shall maintain insurance for the coverage and amounts of coverage not less than those

set forth below. Except for professional liability insurance, no claims-made policy shall be accepted. The Audit Firm must provide thirty (30) days prior written notice to the City of any proposed change in insurance coverage and provide a current certificate at all times, in conformance with the provisions of this Audit Contract. All of the trusts and entities that will be audited must have all of the entities listed on the insurance certificate.

The amounts of such coverage shall be:

- (1) Adequate workers' compensation coverage to comply with State laws and employer's liability coverage.
- (2) Commercial general liability coverage sufficient to meet the City's maximum liability under the Governmental Tort Claims Act (51 O.S. §§ 151 *et seq.*) and any amendment or addition thereto. The current required minimum commercial general liability coverage is: \$175,000 per person for bodily injury or death, \$200,000 for property damage, and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name the City as an additional insured.
- (3) Comprehensive automobile liability coverage sufficient to meet the City's maximum liability under the Governmental Tort Claims Act (51 O.S. §§ 151 *et seq.*) and any amendment or addition thereto. The current required minimum comprehensive automobile liability coverage is: \$175,000 per person for bodily injury or death, \$200,000 for property damage, and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name the City as an additional insured.
- (4) Valuable paper insurance in an amount not less than fifty percent (50%) of the Audit Firm's total fee, to assure the restoration in the event of their loss or destruction of any workpapers, documents, summaries, estimates, reports, specifications, data, calculations, computer files obtained or prepared as a part of the Audit.
- (5) Professional liability project insurance evidencing the Audit Firm's coverage in an amount not less than \$175,000.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation, or termination of the Audit Contract. Applicable policies, unless specified otherwise, shall remain in full force and effect until the five-year workpaper retention period has expired.

The City and Audit Firm agree that no claim out of, from, or relating to the services rendered pursuant to this Audit Contract shall be filed more than five (5) years after the date of the Audit Report issued by the Audit Firm or the date of this Audit Contract if no report has been issued. In no event shall the Audit Firm or the City, or any of their respective partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives,

successors, or assigns (collectively, the “Covered Parties” and each individually, a “Covered Party”), be liable for negligence that results in the interruption or loss of business, any lost profits, savings, revenue, goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special exemplary, or similar such damages, even if advised of the possibility of such damages. To the fullest extent permitted by law, the total aggregate liability of the Covered Parties arising out of, from, or relating to the Audit Contract, or the Audit Report issued or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a Covered Party’s negligence or breach of contract or warranty, or relating to or arising from a government, regulatory or enforcement action, investigation, proceeding, or fine, will not exceed the total amount of the fees paid by the City to the Audit Firm under this Audit Contract.

- C. Because of the importance of oral and written management representations to an effective Audit, the City releases the Audit Firm and its personnel for any and all claims, liabilities, costs and expenses attributable to any knowing misrepresentation by any City employee, less and except any knowing misrepresentation that the Audit Firm or its personnel should have reason to know is inaccurate or false.

10) **Venue and Applicable Law**

The City and the Audit Firm hereby agree that any dispute which may arise between or among them arising out of or in connection with this Audit Contract shall be adjudicated before a court located in Oklahoma City, Oklahoma. The City and the Audit Firm hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma, with respect to any action or legal proceeding commenced by any party to the Audit Contract. The City and the Audit Firm consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in Paragraph 11. This Audit Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Audit Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

It is agreed by the City and AGH or any successors in interest that no claim, by or on behalf of either party, arising out of services rendered pursuant to this agreement shall be asserted more than two years after the date of the last audit report issued or one year after the date of termination of AGH's services, whichever date occurs first.

11) **Notices**

Notices to the parties hereto shall be in writing, personally served, faxed with receipt confirmation or sent by first-class US mail with return receipt to:

City: Chief Financial Officer  
City of Oklahoma City  
100North Walker, 4th Floor

Oklahoma City, Oklahoma 73102

Audit Firm: Allen, Gibbs, & Houlik, L.C.  
301 North Main St  
Suite 1700  
Wichita, KS 67202-4868

or to such other official address as the parties hereto may from time to time specify in writing.

12) **Complete Agreement**

This Audit Contract expresses the entire understanding and complete agreement between the City and the Audit Firm concerning the subject matter hereof. Neither the City nor the Audit Firm has made or shall be bound by any agreement, statement or any representation to the other concerning the subject matter hereof which is not set forth in this Audit Contract.

13) **No Waiver or Modification**

No waiver or modification of this Audit Contract or any covenant, condition, or limitation herein contained shall be valid unless by written amendment duly executed by the parties hereto. No evidence of waiver or modification shall be received in evidence of any proceedings or litigation between the parties hereto arising out of or affecting this Audit Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

14) **Cancellation**

The City may cancel this Audit Contract upon five (5) days written notice to the Audit Firm. Such notice shall be deemed to be effective when received. Upon cancellation hereof, the City will pay the Audit Firm all fees earned up to date of cancellation and the Audit Firm will turn over to the City copies of all City documents and copies of working papers, and any other City property in its possession.

The City's failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which the Audit Firm may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Audit Contract. The Audit Firm will not be liable to the City for any resulting loss, damage or expense connected with the suspension or termination of the Audit services due to the City failure to make full payment of undisputed amounts invoiced in a timely manner.

The Audit Firm will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease,

cyberattacks, and internet or other system or network outages. At the City's option, the City may terminate this Audit Contract where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Audit Contract.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Audit Contract without further obligation to you. Resumption of the Audit Firm's work following termination may be subject to the Audit Firm's client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Audit Contract. Accordingly, the scope, timing and fee arrangement discussed in this Audit Contract will no longer apply. In order for the Audit Firm to recommence work, the execution of a new Audit Contract will be required.

The Audit Firm may terminate this Audit Contract upon written notice if the Audit Firm determines that the Audit Firm's continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or the Audit Firm's client acceptance or retention standards.

15) **Assignment**

Neither this Audit Contract nor any claims, rights or obligations relating to it may be assigned, sublet, or transferred by a party hereto unless approved in writing by the other party.

16) **Audit Working Papers**

Audit working papers, consistent with professional standards, are the property of the Audit Firm, but shall promptly be made available to the City and shall be made available for copying or review by the City. Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable to the Audit Firm policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in the Audit Firm's form. The Audit Firm reserves the right to decline a successor auditor's request to review our workpapers. The City agrees to reimburse the Audit Firm for fees and expenses it incurs if the Audit Firm is requested by the City or subpoenaed by the City to produce its working papers or personnel to testify in any matter where the Audit Firm is not also a party. The City acknowledges and grants your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request. The Audit Firm shall retain working papers resulting from this Audit Contract for not less than five (5) years.

17) **Retention of Records**

The Audit Firm will return to the City all original records the City provides to the Audit Firm in connection with this engagement. Further, in addition to providing the City with those deliverables set forth in this Audit Contract, the Audit Firm will provide to the City a copy of any records the Audit Firm prepares or accumulates in connection with such



deliverables which are not otherwise reflected in the City's books and records without which the City's books and records would be incomplete. The City has the sole responsibility for retaining and maintaining in the City's possession or custody all of the City's financial and nonfinancial records related to this engagement. The Audit Firm will not host, and will not accept responsibility to host, any of the City's records. The Audit Firm, however, may maintain a copy of any records of the City's necessary for the Audit Firm to comply with applicable law and/or professional standards or to exercise our rights under this Contract. Any such records retained by the Audit Firm will be subject to the confidentiality obligations set forth herein and destroyed in accordance with the Audit Firm's record retention policies.

18) **Independent Contractor Status**

The parties hereby acknowledge and covenant that the Audit Firm is an independent contractor and will act exclusively as an independent contractor and not as an employee of the City in performing the duties hereunder. The parties do not intend and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. The City will not withhold any social security tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to the Audit Firm. All such taxes, if due, are the responsibilities of the Audit Firm and will not be charged to the City. The Audit Firm agrees not to make any claims to any welfare or retirement benefits available to qualified employees of the City, for work done in relation to this Audit Contract. The Audit Firm acknowledges that as an independent contractor it is not eligible to participate in any welfare or retirement benefit programs provided by the City for its City employees for any services the Audit Firm provides the City pursuant to this Audit Contract.

19) **Use of Subcontractors and Third-party Products**

The Audit Firm may, in its sole discretion, use qualified third-party service providers to assist the Audit Firm in providing professional services to the City. In such circumstances, it may be necessary for the Audit Firm to disclose Confidential Information (as such term is defined below) to them. The Audit Firm may share the City's information, including Confidential Information, with these third-party service providers. The City acknowledges and agrees that the Audit Firm's use of a third-party service provider may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure. The Audit Firm will be responsible to the City for the performance of our third-party service providers, solely as related to the services performed under this Audit Contract, subject to all limitations and disclaimers set forth herein.

The Audit Firm also may provide services to the City using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). The City acknowledges that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of the City to the Audit Firm, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not the Audit Firm's. The City further acknowledges that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user

subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. The City hereby consent to the disclosure of the City's information, including the City's Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent the Audit Firm gives the City access to a Third-Party Product in connection with the services contemplated herein, the City agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the City shall be solely responsible for the negligent use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the City, or any user to whom the City grants access to such Third-Party Product. To the extent allowed by Oklahoma law, the City agrees to indemnify and hold AGH harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs) and other liabilities relating to, or arising from or out of, the negligent use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the City, or any user to whom the City grants access to such Third-Party Product.

The City acknowledges that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond the Audit Firm's control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. The Audit Firm will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will the Audit Firm be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by the City, resulting from the use of a Third-Party Product.

20) **Confidentiality**

The Audit Firm and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, the Audit Firm and the City agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Audit Contract and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, the Audit Firm is permitted to disclose the City's Confidential Information to the Audit Firm's personnel, agents, and representatives to provide the services or exercise its rights under this Contract for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how,

trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Audit Contract.

As used herein, the term “Confidential Information” will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party’s possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information; or is a “record” pursuant to the Oklahoma Open Records Act.

The Receiving Party will treat the Disclosing Party’s Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Audit Contract.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

## 21) **Data Protection Compliance**

The Audit Firm takes reasonable steps to comply with privacy, cybersecurity, and data protection laws that may apply to Personal Information and Confidential Information the Audit Firm processes on behalf of our clients.

The Audit Firm and the City acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. The Audit Firm offers its clients various platforms for the exchange of information. The City hereby agrees that the City shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

## **Personal Information**

As used herein, the term “Personal Information” means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver’s license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the City or the City’s customers or other third parties.

Each party to transmit Personal Information consistent with applicable laws and any other obligations with the respective party may have. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

The City represent and warrant that the City has provided all notices and obtained all consents required under applicable data protection laws prior to the City collection, use and disclosure to us or the Audit Firm’s Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

The Audit Firm (i) will not Sell or Share any Personal Information received from the City; (ii) will not retain, use, or disclose Personal Information to another business, person, or third party, except for the purpose of maintaining or providing the services or exercising our rights as specified in this Engagement Letter, including to provide Personal Information to advisers or sub-contractors, to maintain or provide the services provided under this Audit Contract, or to the extent such disclosure is required by law.

The Audit Firm agrees to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If the Audit Firm becomes aware of an unauthorized acquisition or use of City-provided Personal Information, the Audit Firm will promptly inform the City of such unauthorized acquisition or use as required by applicable laws and, upon the City’s written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws. If such unauthorized acquisition or use of Trust/City-provided Personal Information is caused by Audit Firm’s negligence, Audit Firm shall cooperate with the Trust/City at Audit Firm’s sole expense and indemnify the Trust/City for any damages caused by the unauthorized acquisition.

### 22) **Validity**

The invalidity or unenforceability of any provision of this Audit Contract shall not affect the validity or enforceability of any other provisions of this Audit Contract, which shall remain in full force and effect.

### 23) **No Waiver**

The failure or neglect of the City or the Audit Firm to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Audit

Contract, shall not be construed as a waiver of such term or condition nor the relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

24) **Order of Precedence**

The order of precedence shall be as follows:

- a. Audit Contract
- b. RFP
- c. Response

25) **Electronic Transmittals**

Each party hereto agrees that any electronic signature of a party to this Audit Contract or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Audit Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

26) **Other**

If the City intends to publish or otherwise reproduce excerpts of the financial statements and/or make reference to the Audit Firm or the Audit Firm's audit opinions in another document other than a complete final copy of the Audit Report or an official statement, the City agrees to provide the Audit Firm with the printer's proofs or a master for their review and consent before reproduction and/or release of the excerpt occurs. The City also agrees to provide the Audit Firm with a copy of the final reproduced material which includes such excerpts for the Audit Firm's consent before it is distributed or released. Less and except the Audit Firm agrees that excerpts from the Audit Report and financial statements may be included in the City's Consolidated Audit and Financial Statement and may be linked or attached as a whole to City loan applications and documents and as a whole to applications to rating agencies.

Fees for any additional services that may be required as a result of the above will be established with the City at the time such services are determined to be necessary. In the event the auditor/client relationship has been terminated when the City seeks such consent, the Audit Firm will be under no obligation to grant such consent or approval.

The Audit Firm's professional standards require that the Audit Firm perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the Audit Firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees to compensate the Audit Firm for any additional costs incurred as a result of the City's employment of one of the Audit Firm's partners, principals or employees, in an amount not to exceed \$50,000.

Both parties to this Audit Contract have made a substantial investment in their respective employees and depend upon them. Because of this, Audit Firm and the City agrees that neither party (including related affiliates) shall hire, nor solicit for hire, any shareholder or professional employee assigned to the team performing this Audit by the other during the term of the service relationship and for a period of one year after the termination of this Audit Contract. Since auditing standards require the Audit Firm perform certain additional procedures on current and previous years engagements whenever a shareholder or professional employee leaves the Audit Firm and is subsequently employed by or associated with a client, the City agrees to compensate the Audit Firm for any additional costs incurred as a result of the City's employment of a shareholder or professional employee of the Audit Firm assigned to and engaged in this Audit.

In accordance with GAS, a copy of the Audit Firm's most recent peer review report will be provided to the City in the audit planning communication letter addressed to the governing body.

The Audit Firm may mention The City's name and provide a general description of the engagement in the Audit Firm client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Audit Contract. The City shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States or Canada. The City shall not knowingly cause the Audit Firm to violate any sanctions applicable to the Audit Firm. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department., the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Any term of this Audit Contract that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

27) **Provision Added as Amendment No. 1 June 4, 2019 (corrected)**

The City may engage the Audit Firm to assist with other advisory or consulting services,

which are considered non-audit services. This rate will vary depending on the level of professional staff needed to provide the requested service. Currently, this rate will not exceed \$335 per hour. If the non-audit service project is able to be staffed with an equal mix of both partner and manager time, that rate will not exceed \$270 per hour. These rates would increase annually using the same annual rate of escalation as noted in the current contracted fee proposal, this Audit Contract. A purchase order will be issued accepting and agreeing to the scope of Work/Quote provided by AGH to The City. No Council action will be required for approval of the additional work, non-audit services.

28) **PARTIES' UNDERSTANDINGS CONCERNING SITUATION AROUND COVID-19**

To the extent any of the services described herein require a party to visit ("Visiting Party") the other party's facilities ("Host Party") in person, the Visiting Party agrees to comply with the Host Party's rules and regulations regarding COVID-19 safety protocols while on the Host Party's premises, provided the Visiting Party is made aware of such rules and regulations. Further, in the event any of the services described herein need to be suspended and/or rescheduled by a party due to the ongoing situation surrounding COVID-19, the party requesting the suspension or rescheduling of the services will provide the other party with prompt written notice of the foregoing. To the extent such suspension and/or rescheduling of the services impacts either the cost of the services or the ability of the City or AGH to meet any deadlines or timeframes set forth herein, or both, the parties will document this in a written agreement mutually agreed upon and executed by both parties.

This Audit Contract was approved by the Oklahoma City Public Property Authority this 2ND  
day of JULY, 2024.

Attest:

Amy K. Simpson  
Secretary



Burhan Peak  
VICE Chairman

This Audit Contract was approved by the Oklahoma City Municipal Facilities Authority this  
2ND day of JULY, 2024.

Attest:

Amy K. Simpson  
Secretary



Burhan Peak  
VICE Chairman

This Audit Contract was approved by the City of Oklahoma City this 2ND day of  
JULY, 2024.

Attest:

Amy K. Simpson  
City Clerk



Burhan Peak  
VICE Mayor

Reviewed for form and legality.

Craig B Keith  
Assistant Municipal Counselor



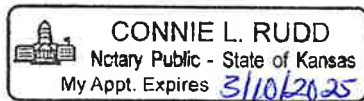
This Audit Contract was approved by the Allen, Gibbs & Houlik, L.C. this 15<sup>th</sup> day of April, 2024.

Tara Laughlin  
ALLEN, GIBBS & HOULIK, L.C.

STATE OF KANSAS                   )  
  ) SS.  
COUNTY OF SEDGWICK        )

Before me, the undersigned, a Notary Public in and for said County and State, on this 15<sup>th</sup> day of April, 2024 Tara Laughlin personally appeared to me known to be the identical person who executed the foregoing instrument as Managing Partner, and acknowledged to me that he/she executed the same as his/her free and voluntary act on behalf of Allen, Gibbs & Houlik, L.C., for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.



Connie L. Rudd  
Notary Public

(SEAL OR STAMP)

My Commission Expires: 3/10/2025

My Commission Number: 1179788



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> IMA, Inc. - Wichita PO Box 2992 Wichita KS 67201	<b>CONTACT NAME:</b> IMA Wichita Team <b>PHONE (A/C, No, Ext):</b> 316-267-9221 <b>E-MAIL ADDRESS:</b> certs@imacorp.com	<b>FAX (A/C, No):</b>
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> ACE Property and Casualty Insurance Company		20699
<b>INSURER B:</b> Chubb National Insurance Company		10052
<b>INSURER C:</b> Travelers Casualty and Surety Company of America		31194
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

License#: PC-1210733  
ALLEGIB-01**COVERAGES** **CERTIFICATE NUMBER:** 424666456 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		D94390680	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		D94390680	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0		D94391027	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <b>N/A</b>	71770602	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Employee Theft of Client Property		105660639	8/5/2023	8/5/2024	Aggregate Retention 1,000,000 10,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The City of Oklahoma City, Oklahoma City Airport Trust, Oklahoma City Public Property Authority, Oklahoma City Water Utilities Trust, Oklahoma City Municipal Facilities Authority, Oklahoma City Environmental Assistance Trust, Oklahoma City Riverfront Redevelopment Authority, Oklahoma City Zoological Trust, McGee Creek Authority, Central Oklahoma Transportation and Parking Authority, Oklahoma City Metropolitan Area Public Schools Trust, Oklahoma City Economic Development Trust, Oklahoma City Post-Employment Benefits Trust, Lake Atoka Reservation Association, Oklahoma City Employees Retirement System and Oklahoma City MAPS Investment and Operating Trust to the list of entities are included as Additional Insureds on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

The Insurer(s) will provide 30 days written notice of cancellation to The City of Oklahoma City for cancellation reasons other than non-payment of premium.  
The Insurer(s) will provide 10 days written notice of cancellation to The City of Oklahoma City for non-payment of premium.

**CERTIFICATE HOLDER** **CANCELLATION**

The City of Oklahoma City 100 N Walker, 3rd Floor Oklahoma City OK 731022230	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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