

Professional Services Agreement
C219008 – West Monroe Partners, LLC
Water Metering Services

This Professional Service Agreement (“Agreement”) entered this 13th day of April, 2021, by and between West Monroe Partners, LLC ("Consultant") and Oklahoma City Water Utilities Trust (“OCWUT”), a public trust organized pursuant to the laws of the State of Oklahoma.

WITNESSETH:

WHEREAS, on February 4, 2020, OCWUT prepared a Request for Proposals (“RFP”) seeking a Professional Services Agreement for water metering services; and

WHEREAS, on March 18, 2020, OCWUT received responses to its RFP; and

WHEREAS, a selection committee reviewed the responses and interviewed potential consultants; and

WHEREAS, the Consultant represented itself, both in its response (“Proposal”) and its interviews (“Interviews”) as an expert in this field with skilled professionals willing, able, and capable of timely providing the water metering services requested and required by OCWUT in the RFP; and

WHEREAS, based upon the representations, guarantees, and warranties expressed by the Consultant both in the Proposal and the Interviews, the selection committee recommended, and OCWUT selected and entered this Agreement with the Consultant.

WHEREAS, OCWUT hereby retains Consultant to provide professional services as an independent contractor; and

WHEREAS, Consultant agrees to provide OCWUT all professional services necessary to provide OCWUT services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the Scope of Services and this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, OCWUT and Consultant hereby mutually agree as follows:

1. Services Agreement

Subject to the terms and conditions of this Agreement, OCWUT retains Consultant, an independent contractor, to provide OCWUT all services necessary to provide OCWUT services, products, solutions, and deliverables that meet all the purposes and functionality requested or described in the Scope of Services and in this Agreement.

(a) Term. The initial term of the Professional Services Agreement (PSA) shall be effective for a period of five (5) years, with the option to renew for additional five (5) year term, as approved by OCWUT.

(b) Change Order. The General Manager or designee is appointed as the authorized representative of OCWUT with authority to process any change request as needed.

(c) This Agreement governs the Scope of Services including, but not limited to, all services, products, solutions and deliverables to be provided by Consultant to OCWUT. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this paragraph.

(d) The text of this Agreement, together with the Attachments, constitutes the entire Agreement and the only understanding and agreement between OCWUT and Consultant with respect to the services, products solutions and deliverables to be provided by Consultant hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

(e) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, Services Agreement pages 1 through 16, and any language, term, condition, or provision any Attachment, the text of this document, Services Agreement pages 1 through 16, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

Attachment “A” (“Scope of Services and Deliverables”),

Attachment “B” (“Consultant’s Project Team”),

Attachment “C” (OCWUT’s Administrative Team and Resources”),
Attachment “D” (“Request for Proposals, including Addenda”),
Attachment “E” (“Schedule of Fees”),
Attachment “F” (“Insurance”), and
Attachment “G” (“Consultant’s Proposal”).

2. Retention of Consultant and Scope of Services

(a) Consultant is solely responsible for the actions, non-action, omissions, and performance of Consultant’s employees, agents, contractors, and subcontractors (herein collectively included in the term “Consultant’s Project Team”) and to ensure:

- (1) the timely provision of the Project, all services, solutions, deliverables, and the timely performance of the Scope of Services as each are defined in **Attachment “A”**,

Consultant will be solely responsible to ensure the Consultant’s Project Team fully understands the Project, the Scope of Services, the Deliverables, and the schedule for performance, and OCWUT’s goals and purposes. Consultant will be solely responsible to ensure the Consultant’s Project Team is adequately trained, instructed, and managed so that Consultant timely provides the Project and satisfies Consultant’s obligations under this Agreement. Consultant may not change the Consultant’s Project Team as set forth on **Attachment “B”** without the prior written consent of OCWUT’s Contract Administrator or designee. OCWUT’s Administrative Team is set forth on **Attachment “C”**. OCWUT’s Contract Administrator is the General Manager of the Trust or designee. For clarity, notwithstanding anything to the contrary in the Agreement, Consultant is not responsible for delays to the extent caused by Clients or third parties acting on Client’s behalf.

(b) Consultant shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance of services provided under this Agreement. Consultant shall obtain all patents, licenses and any other permissions required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by OCWUT.

3. Compensation

(a) OCWUT shall pay the Consultant the compensation as specified in **Attachment “E”** subject to the submission of appropriate documentation and completion and acceptance of all the related services, products, solutions and deliverables. No payment will be due or owing for any incomplete or undocumented milestones, including but not limited to all services, products, solutions and deliverables.

(b) OCWUT and Consultant acknowledge that the compensation to be paid Consultant pursuant to this Agreement has been established at an amount reasonable for the availability and services of Consultant and Consultant’s Project Team.

4. Independent Contractor Status

(a) The parties hereby acknowledge and covenant that:

(1) Consultant is an independent contractor and will act exclusively as an independent contractor. Consultant is not an agent or employee of OCWUT in performing the duties in this Agreement.

(2) 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.

(b) All payments to Consultant pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if services of Consultant are performed outside the State of Oklahoma.

(c) OCWUT will not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Consultant as Consultant is an independent contractor and the members of its Consultant’s Project Team are not employees of OCWUT. Any such taxes, if due, are the responsibilities of Consultant and will not be charged to or due from OCWUT.

(d) Consultant acknowledges that as an independent contractor it and its Consultant Project Team are not eligible to participate in any health, welfare or retirement benefit programs provided by OCWUT or the City of Oklahoma City for its employees.

5. Termination.

This Agreement shall commence upon execution by the last party hereto and shall continue in effect as stated herein, unless terminated by either party as provided for herein, until the Project is completed and accepted as provided herein. **OCWUT's Contract Administrator, or designee, is hereby authorized to issue notices of termination or suspension on behalf of OCWUT.** This Agreement can be terminated, with or without cause, upon written notice, at the option of OCWUT.

(a) **Termination for Convenience.** Upon receipt of a notice of termination for the *convenience* from OCWUT, Consultant shall (1) immediately discontinue all services and activities (unless the notice directs otherwise), and (2), upon payment for services fully performed and accepted, Consultant shall deliver to OCWUT all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by OCWUT, OCWUT shall pay Consultant for completed services, up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the Agreement and as further limited by the "not to exceed" amounts set out in this Agreement.

(b) **Termination for Cause.** Upon notice of termination for *cause* from OCWUT, Consultant shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and Consultant shall release and waive any interest in any retainage. **OCWUT shall hold any outstanding payments for prior completed services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by OCWUT by reason of Consultant's breach or other cause.** Provided, however, upon notice of termination for cause, Consultant shall deliver to OCWUT services, products, solutions

and deliverables including, but limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether complete or incomplete, unless the notice directs otherwise.

(c) **Rights and Remedies.** The rights and remedies of OCWUT provided in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required for to be provided by Consultant under this Agreement.

6. Stop Work.

Upon notice to Consultant, OCWUT may issue a stop work order suspending any services performances, work, products, deliverables, or solutions under this Agreement. The stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required for to be provided by Consultant under this Agreement. In the event OCWUT issues a stop work order to Consultant, OCWUT will provide a copy of such stop work order to Consultant. Upon receipt of a stop work order issued by OCWUT, Consultant shall suspend all work, services and activities except such work, services and activities expressly directed by OCWUT in the stop work order. This Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by OCWUT, without cause and without cost to OCWUT, upon notice to Consultant; provided however, Consultant shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. OCWUT's Contract Administrator or designee is hereby authorized to issue stop work orders on behalf of OCWUT.

7. Obligation upon Termination for *Convenience*.

Except for the any warranties, indemnification, confidentiality, or insurance required or provided by the Consultant under this Agreement, which shall survive the termination of this Agreement for *convenience* or for *cause*, in the event this Agreement is terminated for convenience hereunder, OCWUT shall pay Consultant for such properly documented invoices, if any, in accordance with the provisions of this Agreement above,

through the date of termination for *convenience* and the period set forth in the notice, and thereafter OCWUT shall have no further liability under this Agreement to Consultant and Consultant shall have no further obligations to the Clients.

8. Warranties

(a) Consultant warrants that the Services shall be performed with reasonable care in a diligent and workmanlike manner, consistent with industry standards. Consultant's sole obligation and liability and Clients' sole and exclusive remedy for breach of this warranty shall be for Consultant to reperform any Services brought to its attention within thirty (30) days after the Services are performed. Consultant does not warrant and is not responsible for any third-party products or services, if any, except with respect to third party products and services provided by Consultant. Clients' sole and exclusive rights and remedies with respect to any third-party products or services not provided by Consultant are against the third-party vendor and not against Consultant.

(b) To the extent permitted under Oklahoma law, this section contains Consultant's only warranty arising out of provision of the work, and is made expressly in lieu of all other warranties, conditions and representations, express or implied, including any warranties and conditions of merchantability, merchantable quality, non-infringement, informational content, systems integration, interference with enjoyment, fitness for a particular purpose, or otherwise.

9. Indemnification- Patent, Copyright, Trademark, and Trade Secret Infringement

(a) The Consultant agrees to and will defend, indemnify, and save and hold harmless the OCWUT Indemnified Parties from all third party claims or causes of action brought against OCWUT or the City alleging that OCWUT's or the City's use of any Consultant developed or provided equipment, software, process, or documents that the Consultant furnishes during the Term of this Service Agreement infringes on a patent, copyright, or trademark, or misappropriates a trade secret. The Consultant, at its expense, will assume the defense of the OCWUT Indemnified Parties, with counsel satisfactory to the City and OCWUT. Provided, however, the Consultant need not release, defend, indemnify or save harmless the OCWUT Indemnified Parties, from damages or injuries resulting from the negligence of the OCWUT Indemnified Parties.

(b) The provisions of this paragraph shall survive the expiration of this Agreement. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this Agreement.

(c) Notwithstanding anything to the contrary in the Agreement or in any other documents associated with the work provided hereunder, Consultant's total liability arising out of the Agreement for all claims in any manner arising in connection with the Agreement (whether in contract, tort, negligence, strict liability in tort or otherwise, whether arising from contractual or extra-contractual liability) shall be the payment of direct damages and such damages in no event shall: (i) exceed in the aggregate three times (3x) the fees Consultant receives (or is payable) under the Scope of Services; or (ii) include any indirect, special, consequential, incidental, punitive or exemplary damages or loss (including business interruption, lost profits, lost savings or lost business), even if it has been advised of their possible existence.

10. OCWUT's Retainage of the Consultant Developed Intellectual Property Rights

(a) On payment of fees owed under the Scope of Services, the Consultant hereby grants to OCWUT and any successor operator of all or part of the Facilities, both during the Term of this Service Agreement and after its termination, the irrevocable, royalty-free and unrestricted license and right to use all formulas, processes, know-how, technology, innovations, computer software, source code, trade secrets and other intellectual property (i) developed by the Consultant and used in connection with the performance of its obligations pursuant to this Service Agreement or (ii) owned or licensed by Consultant prior to execution of this Agreement or developed independently of it, as well as all modifications and derivatives of the foregoing (collectively, "Consultant Developed Intellectual Property") for OCWUT and the City's internal business purposes; without limiting the foregoing, OCWUT and the City may not sell, license transfer or formally authorize any other Person, other than a successor operator as provided above, to use such Consultant Developed Intellectual Property. Consultant owns and will continue to own the Consultant Developed Intellectual Property.

(b) The Consultant and OCWUT agree that in the event that OCWUT desires to have any successor operator use all or any portion of the Consultant Developed Intellectual

Property, OCWUT will require the successor operator to sign a non-utilization, non-disclosure agreement in form and substance satisfactory to Consultant and General Manager prior to such use.

(c) If the Consultant wishes to use items in the performance of this Service Agreement that are not compatible with the terms and conditions of this section, the Consultant will obtain the prior written approval of the General Manager prior to using such items.

11. Confidentiality

Consultant acknowledges that in the course of training and providing other support services to OCWUT, OCWUT may provide Consultant with access to valuable information of a confidential and proprietary nature including but not limited to information relating to OCWUT's employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. Consultant agrees that during the time period this Agreement is in effect, and thereafter, neither Consultant nor Consultant's Project Team shall, without the written consent of OCWUT, disclose to any person, other than a member of OCWUT's Administrative Team or OCWUT's Contract Administrator or designee, any information obtained by Consultant. Consultant will require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

12. Miscellaneous.

(a) **Validity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

(b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, or waiver by any party of strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

(c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore Consultant may not assign this Agreement in whole or in part without the prior written consent of OCWUT. In addition, Consultant agrees that the Consultant's Project Manager may not be removed or

replaced without the express written consent of OCWUT's Contract Administrator or designee, except in the case of illness, termination, or other similar personal concerns.

(d) **Venue and Applicable Law.** OCWUT and Consultant hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The Consultant irrevocably waives any objection now or hereafter may held have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consents 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 the notice provision of this paragraph. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

(e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(g) **Amendments.** This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto. However, OCWUT's Contract Administrator, or designee, in his discretion, is authorized to revise or modify the Scope of Services and the Schedule of Fees on behalf of OCWUT.

(h) **Entire Contract.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(i) **Time is of Essence.** Both OCWUT and Consultant expressly agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement and shall be strictly observed and enforced. Any failure on the part of OCWUT to timely object to the time of performance shall not waive any right of OCWUT to object at a later time.

(j) **No Extra Work.** No claims for extra work, products, services, solutions, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon OCWUT unless such services, work, product, solutions, or deliverable is first requested and approved in writing by the OCWUT's Contract Administrator or designee. Provided however, OCWUT may contract separately in writing for such additional work or services at a rate or price as the parties may in their discretion agree.

(k) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To Consultant:

West Monroe Partners, LLC
Attention: Saurabh Bansal
1722 Routh Street, Ste. 850
Dallas, Texas 75201
Telephone: (469-804-0053)

To OCWUT:

Oklahoma City Water Utilities Trust
Attention: Chris Browning, Director of Utilities
420 W. Main Street, Ste. 500
Oklahoma City, Oklahoma 73102
Telephone: (405) 297-2422

(l) **Effective.** This Agreement shall become effective upon execution by the last party and the provision by Consultant of certificates evidencing the required insurance and the required bonds, if any.

13. Nondiscrimination

In connection with the performance of work and/or services under this Agreement, Consultant agrees as follows:

(a) Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Consultant shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, national origin, 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 or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(b) In the event of Consultant's noncompliance with this nondiscrimination clause, this Agreement may be suspended, canceled or terminated by OCWUT. OCWUT may declare Consultant ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by Consultant.

(c) Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Agreement.

14. Anti-collusion.

Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement. Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

15. OCWUT's Responsibilities.

(a) OCWUT shall only provide such space, equipment and personnel to assist Consultant as expressly set forth in **Attachment “C”**.

(b) All financial obligations of OCWUT under this Agreement shall be solely the obligations of OCWUT and not the obligation of The City of Oklahoma City regardless of how stated herein.

16. Insurance.

(a) Consultant shall obtain and provide OCWUT with a copy of the certificate of insurance and shall maintain such insurance throughout the term of this Agreement as required and in the form and in the amount set forth in **Attachment “F”** which is incorporated herein by reference.

(b) Consultant shall be responsible for providing OCWUT actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this Agreement at least thirty (30) days prior to such change, reduction, suspension, lapse or cancellation.

(c) Should any insurance required by this Agreement be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this Agreement, then OCWUT may terminate this Agreement for cause and in addition regardless of whether OCWUT terminate this Agreement, Consultant shall also be liable and responsible for any claim by OCWUT on their own behalf or on behalf of another, for:

1. any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.

(d) OCWUT reserves the right to withhold payment of any funds otherwise due Consultant to pay any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.

17. Survival. The terms of the Agreement that by their nature should survive termination or expiration of the Agreement so survive.

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LETTER OF AUTHORIZATION

**THIS LETTER OF AUTHORIZATION MUST BE COMPLETED AND SIGNED IF THE
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT
WAS NOT SIGNED BY THE OWNER, A GENERAL PARTNER, OR AN OFFICER OF THE
CORPORATION**

City of Oklahoma City or related Public Trust:

This letter authorizes Michael Wayman to sign
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and
all forms related to on behalf of West Monroe Partners, LLC.
Company Name

Sincerely,

DocuSigned by:

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Signature of Authorized Agent

Chief Executive Officer September 4, 2020
Print Title Date

Kevin McCarty
Print Name

Email Address: kmccarty@wmp.com

Title: (must be checked)

- | | |
|---|--|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Treasurer |
| <input checked="" type="checkbox"/> Chief Executive Officer [CEO] | <input type="checkbox"/> Secretary |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President | |

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ANTI/NON-COLLUSION AFFIDAVIT

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Proposer; that the Proposer has not, directly or indirectly, entered into any agreement, express or implied, with any proposer or proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the proposers, the parceling or farming out to any proposer or proposers or other persons, of any part of the Agreement/Contract or any part of the subject matter of the proposal or proposals, or of the profits thereof, and that Proposer has not and will not divulge the sealed Proposal to any person whomsoever, except those having a partnership or other financial interest with the Proposer in the said proposal or proposals, until after the said sealed proposal or proposals are opened.

The undersigned individual further states that the Proposer has not been a party to any collusion: among proposers in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement/Contract, or any other terms of the said prospective Agreement/Contract; or in any discussions between the proposers or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement/Contract. The Proposer states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement/contract pursuant to this proposal.

Witness the hands of the parties hereto:

The undersigned individual states that the Proposer will be bound by its proposal, the specification, the terms and conditions of the Agreement/Contract, and the Requirements for Proposers.

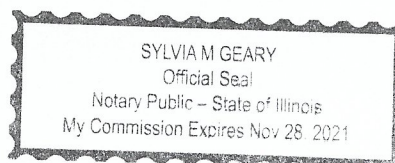
→ → THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT APPROVAL ← ←

MICHAEL WAYMAN SENIOR DIRECTOR
Type Name of Authorized Agent Title
[Signature]
Signature
WEST MONROE PARTNERS, LLC
Company Name
311 W. MONROE ST., 14th FLOOR CHICAGO, IL 60606
Address Zip Code
(312) 602-4000
Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of * Illinois)
County of * DuPage) SS.
[*State and County where notarized must be written in for bid to be considered.]
Signed and sworn to before me on this 17 day of March, 2021 by Michael Wayman.
[Day] [Month] [Year] [Print the name of the individual who signed above.]
My Commission Number: _____
[Oklahoma]
My Commission Expires: 11/28/21
[Date/Year]

Sylvia M Geary
Type Name of Notary Public
[Signature]
Signature of Notary Public



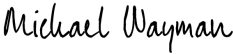
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NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

- a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;
- b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.
- c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT AWARD

<p>Sign Here X</p> <hr/> <p>Signature of Individual</p>	<p><small>DocuSigned by:</small>  <small>3908B50BF9254B9...</small></p> <hr/> <p>Senior Director</p> <hr/> <p>Title</p>										
<p>Michael Wayman</p> <hr/> <p>Printed Name of Individual</p>											
<table border="0" style="width: 100%;"> <tr> <td style="width: 40%;">West Monroe Partners, LLC</td> <td style="width: 40%;">1000 Wilshire Blvd Suite 1100, Los Angeles, CA 90017</td> <td style="width: 20%;"></td> </tr> <tr> <td colspan="2"><hr/></td> <td><hr/></td> </tr> <tr> <td colspan="2">Company Name and Address</td> <td>Zip Code</td> </tr> </table>			West Monroe Partners, LLC	1000 Wilshire Blvd Suite 1100, Los Angeles, CA 90017		<hr/>		<hr/>	Company Name and Address		Zip Code
West Monroe Partners, LLC	1000 Wilshire Blvd Suite 1100, Los Angeles, CA 90017										
<hr/>		<hr/>									
Company Name and Address		Zip Code									
<p>(213) 631-4800</p> <hr/> <p>Telephone Number and Fax Number if any</p>											

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This Professional Service Agreement was approved by West Monroe Partners, LLC, as the Consultant this 17 day of MARCH, 2021.

Attest:

By [Signature]
Print Name MIKE WAYMAN
As SENIOR DIRECTOR

By [Signature]
Print Name Michael Patelski
As Director

Address: 311 West Monroe Street 14th Fl
Chicago, IL 60606

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APPROVED by Trustees and SIGNED by the Chairman of the Oklahoma City
Water Utilities Trust this 13th day of April, 2021.

Attest:

Amy K Simpson  J D Cook
Secretary Chairman

CONCURRENCE by the Council and SIGNED by the Mayor of the City of
Oklahoma City this 27th day of April, 2021.

Attest:

Amy K Simpson  David Holt
City Clerk Mayor

Reviewed for form and legality.

Patricia Mann