REQUEST FOR PROPOSALS

City of Page
P O Box 1180
697 Vista Avenue
Page, Arizona, 86040

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Title:	Financial Auditing Services
Advertisement Dates:	August 12, 2026 – Lake Powell Chronicle August 19, 2026 – Lake Powell Chronicle
Final Date for Inquires	September 8, 2026
Proposal Due Date and Time:	September 23, 2026 **4:00 p.m. (local time, Page, Arizona)**
Oral Interviews (if necessary)	October 8, 2026
Target City Council Award Date:	October 21, 2026
Anticipated Agreement Start Date:	**July 1, 2027**
City Representative:	**Linda L. Watson, Finance Director**

* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

** The City of Page reserves the right to amend the solicitation schedule as necessary.

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PART I. RFP PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The City of Page (the "City") is issuing this Request For Proposals (this "RFP") seeking proposals ("Proposals") from qualified, licensed certified public accounting firms ("Vendors") interested in providing professional financial auditing services (the "Services"), as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit B, and incorporated herein by reference. In accordance with the City's Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work.

A. Mandatory Qualifications. The following qualifications are mandatory for Vendors submitting proposals. Proposals received from Vendors who do not meet these qualifications will be deemed nonresponsive.

(1) Vendor must be properly licensed Certified Public Accountants or persons working for a licensed certified public accounting firm according to Governmental Accounting Standards Board ("GASB").

(2) Vendor must meet the independence requirements of GASB.

(3) Vendor must not have a record of substandard audit work for the last five years. The City may contact the Arizona State Board of Accountancy to verify Vendor's credentials and the Office of the Auditor General to verify that Vendor has not been debarred, suspended or its contracts have not been rejected for substandard audits.

(4) Vendor must have an external quality control review performed at least every three years in accordance with GASB. The most recent external quality control review report must be included with Vendor's Proposal.

(5) Vendor's auditors responsible for planning, directing, conducting, or reporting on GASB audits must meet the continuing education requirements of GASB:

(a) Completion of at least 80 hours of continuing education every two years.

(b) At least 20 hours should be completed in any one year of the two-year period.

(c) At least 24 of the 80 hours of continuing education should be completed in subjects directly related to the government environment, government auditing, or the specific or unique environment in which the City operates.

(6) Vendor has no conflict of interest with regard to any other work performed by the audit firm for the City.

B. Prior Audit Information. Hinton Burdick CPA's & Advisors performed the City's audit for the fiscal year ended June 30, 2025. Their reports, dated December 8, 2025, contained an unmodified opinion. Vendors who are interested in reviewing prior years' audit reports may view them at http://www.cityofpage.org/departments/finance-department or contact McKay Hall, Partner, at mckay.hall@squire.com or at (435) 628-3663.

1.2 Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The City shall consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

(1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Services.

(2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.

(3) Vendor cannot demonstrate financial stability.

(4) Vendor's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal Quantities. Interested Vendors must submit **one original** and **four copies (five total submittals)** of the Proposal. In addition, interested parties must submit **one original copy** of the Proposal on a flash drive (or electronic media approved by the City) in printable pdf or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non- responsive.

C. Required Submittal. The Proposal shall be submitted with a cover letter with a signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with a **signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **fifteen** pages to address the Proposal criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being considered non-responsive. Telegraphic (facsimile) and electronic (e-mail) Proposals will not be considered.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

E. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP title, **Financial Auditing Services**, on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

F. Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Subsection 1.2(B) (Submittal Quantities) in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit B. A sample Fee Proposal is attached to the Professional Services Agreement as Exhibit C.

G. Address. All Proposals shall be directed to the following address: City Clerk, City of Page P O Box 1180; 697 Vista Avenue, Page, Arizona 86040, or hand-delivered to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

H. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

I. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **90** days after the Proposal Due Date and Time indicated on the cover of this RFP.

J. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile or electronic (e- mail) Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

1.3 Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

1.4 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed to the City Representative whose name appears on the cover page of this RFP. Questions shall be submitted in writing by the date indicated on the cover page of this RFP. Any correspondence related to the RFP shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Due Date and Time.

B. Inquiries Answered. Verbal or telephone inquiries directed to City staff **will not be answered**. Within two business days following the Final Date for Inquiries listed on the cover page of this RFP, answers to all questions received in writing or via e-mail will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the City and who legibly provided a mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form will be answered after the Final Date for Inquiries.

1.5 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the City with respect to this RFP will be available at:

City of Page City Hall,
697 Vista Avenue,
Page, Arizona 86040

City of Page website at: www.cityofpage.org /departments/finance-department/

1.6 Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

1.7 Federal Excise Tax; Transaction Privilege Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.

1.8 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's procurement regulations.

1.9 Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the City makes a written determination. The City shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

1.10 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall be registered with the Arizona Corporation Commission and authorized to do business in Arizona. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.11 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

2 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials

A. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

B. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the Proposal and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

C. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional

Services Agreement including the Scope of Work and other Exhibits.

2.2 Award of Agreement.

A. Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

A sample of the standard agreement is included with this RFP. If a proposer wishes to request modification to any of the terms and conditions contained in the agreement, these should be identified specifically; otherwise by submitting a proposal, the proposer indicates that it is willing to enter into the agreement as written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

2.3 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment; provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

PART II. PROPOSAL FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with up to three of the highest ranked Vendors based upon the Proposal submittal scoring.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria; there is no minimum number that the Selection Committee must award.

A. General Information - 10 pts.

(1) One page cover letter as described in Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.

(3) Identify the location of the Vendor's principal office and the local work office, if different. Also describe the range of activities performed by the local office (i.e., auditing, accounting, tax, or management services) and include any documentation that supports the Vendor's authority to provide services in Arizona.

(4) Provide a general description of the Vendor's organization, including years in business, office size, whether the organization is local, regional, national, or international in operations and the number of professional staff by level.

(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract which resulted in

litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Vendor Information Form (may be attached as separate appendix).

(8) Affirmation that the audit firm meets the mandatory qualifications listed in Section 1.1(A) above.

B. Experience and Qualifications of the Vendor - 15 pts.

(1) Provide a detailed description of the Vendor's experience in providing financial auditing services to municipalities or other entities of a similar size to the City, specifically:

(a) Financial audits of Arizona cities.

(b) Financial audits of governments.

(c) Audits of computerized systems.

(d) Audits of federal programs.

(2) Provide a copy of Vendor's most recent external quality control review report.

(3) Provide a list of three organizations of a similar size or similar operation to the City in which work has been performed. This list shall include, at a minimum, the following:

(a) Name of company or organization.

(b) Contact person's name.

(c) Contact address, telephone number and e-mail address.

(d) Type of services provided.

(e) Dates of contract initiation and expiration.

(f) Dollar value of contract.

These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

(4) The City's representative may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

C. Key Positions - 15 pts.

(1) Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed project manager and project staff.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the City. Provide a plan for supervision to be exercised over the project team by Vendor's management.

(3) If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project, as well as evidence of the most recent two years continuing professional education for all professional members. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

D. Project Approach - 20 pts.

(1) Prepare a work plan detailing Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit B, which shall include the following

(a) Audit work that will be performed to allow Vendor to render the reports described in this Scope of Work.

(b) Vendor's understanding of the audit requirements of a single audit as specified in OMB Uniform Guidance and the audit tests and procedures to be applied.

(c) How Vendor plans to meet the time constraints and reporting deadline requirements.

(d) How Vendor will organize and staff the audit, with an estimate of time each staff member will devote to the audit.

(e) Approach to be taken in drawing audit samples for purposes of compliance tests.

(f) Sample size and the extent to which statistical sampling will be used.

(g) Extent to which software will be used to test the City's financial systems.

(h) Type and extent of analytical procedures to be used.

(i) Approach to be taken to gain and document an understanding of the City's internal control structure.

(j) Approach to be taken in determining laws and regulations that will be subject to audit test work.

(k) Identify any potential audit problems, the firm's approach to resolving these problems and any special assistance that Vendor will request from the City.

(2) Describe any alternate approaches if it is believed that such an approach would best suit the needs of the City. Include rationale for alternate approaches and indicate how the Vendor will ensure that all efforts are coordinated with the City's Representatives.

E. Project Schedule - 20 pts.

Provide a project schedule showing key project milestones. The schedule shall demonstrate Vendor's ability to meet the designated milestones as listed below. Assumptions used in developing the schedule shall be identified and at a minimum the proposed schedule shall include the following dates.

(1) Contract Award Date

(2) Notice to Proceed Date

(3) Proposed Kick-Off Meeting

(4) Beginning of Interim Work

(5) Beginning of Field Work

(6) End of Field Work

(7) Reports Due Date

(8) Report Presentation Date to Council

F. Pricing - 20 pts.

Vendor shall submit the same number of copies of the Fee Proposal as described in Subsection 1.2(F) (Pricing) in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit C of the Professional Services Agreement. The Fee Proposal shall list the individual cost for each of the program expenses and shall be provided in a spreadsheet format to enable the City staff to determine (1) total labor hours, (2) key team member(s) proposed for each task and sub-task and (3) number of management and support personnel hours proposed for the project. The hourly rate, name of the team member and staff classification shall be included in the spreadsheet. Identify all other costs to be billed to the project, including project expenses (no mark-up on expenses will be allowed), subcontractor fees and any fees that will be paid for submission of the City's reports to Government Finance Officers Association for certification. After a technical score has been established for each vendor for sections 2.2(A) through (E), the price proposals will be opened. The maximum score for pricing will be assigned to the Vendor offering the lowest price and proportional scores will be assigned accordingly to all other Vendors.

Total Possible Points for Proposal: 100

PART III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews.

Oral Interview

20	Experience and Qualifications of the Vendor
40	Key Positions
40	Project Approach
100	**Total Possible Points for Oral Interview**

Total Points Possible for this RFP: 200

IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

______________________________	______________________________
VENDOR SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
______________________________	______________________________
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
______________________________	______________________________
ADDRESS	TELEPHONE
______________________________	______________________________
CITY STATE ZIP	DATE
WEB SITE:____________________	E-MAIL ADDRESS: __________________

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF PAGE AND
____

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of________________, 2026, between the City of Page, an Arizona municipal corporation (the "City ") and_____, a(n) ______________________________________ ___________________ (the "Consultant").

RECITALS

A. The City issued a Request for Proposals, "Financial Auditing Services" (the "RFP"), a copy of which is on file in the City Clerk's Office and incorporated herein by reference, seeking proposals from vendors for financial auditing services (the "Services").

B. The Consultant responded to the RFP by submitting a proposal (the "Proposal"), which is incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2030 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant an amount not to exceed $_________ for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit B and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance.

8. Licenses. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools or equipment to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not

limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self- insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. Certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 12 19 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products- completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 12 19, or equivalent form (such as a blanket additional insured endorsement) approved by the City. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on

Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. The Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

12. Termination; Cancellation.

12.1 For City 's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Coconino County, Arizona.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City 's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City : City of Page

697 Vista Avenue
P O Box 1180
Page, Arizona 86040
Attn: Frank Marbury, City Manager

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.16 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.16 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT.§ 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

13.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

13.19 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

13.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

13.21 Uyghurs. Pursuant to A.R.S. §35-394, incorporated herein by reference, Company certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use:

A. The forced labor of ethnic Uyghurs in the People's Republic of China.

B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

C. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

CITY OF PAGE,
an Arizona municipal corporation

____
Frank Marbury, City Manager

ATTEST:

____
Cindy Scott, City Clerk

APPROVED AS TO FORM:

____
Joshua Smith, City Attorney

"**Consultant**"

______________________________, a(n) _______

By:______________________________

Name:______________________________

Title: ______________________________

EXHIBIT A

SCOPE OF WORK

Financial Auditing Services

1. Background Information.

1.1 The City.

A. The City is a municipal entity governed by an elected Mayor and Council that serves an area of approximately 48 square miles with a population of 7,440 (per the 2020 Census Survey).

B. The City is organized into 26 different departments and has approximately 240 full-time equivalent ("FTE") employees. An organizational chart of the City is attached hereto as Attachment 1 and incorporated herein by reference.

C. The City has a total payroll of approximately $24.6 million, including the Page Utility Enterprises.

D. All full-time City employees participate either in the Arizona State Retirement System (ASRS) or the Public Safety Retirement System (PSPRS).

E. The City does not offer any post-employment benefits.

F. The City's fiscal year begins on July 1 and ends on June 30.

G. The fiscal year 2026-27 budget for the City is $118,486,647 million.

H. The City provides a range of services to its citizens including police and fire protection, ambulance services, municipal court, municipal airport, streets, recreational activities, electric, water and sewer utilities, building safety, cultural events and community development services.

I. The City contracts with an outside organization for the residential waste collection services.

J. The City does provide utility services through Page Utility Enterprises. The Utility is owned and operated by the City of Page under the guidance of the City Council, however the Utility is governed and managed separately through a local Utility Board and General Manager.

K. Detailed information on the City and its finances can be found on the City's website by reviewing the City's Annual Comprehensive Financial Report ("ACFR") for the fiscal year ended June 30, 2025, and the City's Adopted Budget (http://www.cityofpage.org/departments/finance-department).

L. The City will provide Consultant reasonable workspace, photocopying facilities and telephone and internet access to perform the Services.

1.2 Finance Division.

A. The Finance Division ("Finance") is headed by Linda Watson, Finance Director (the "Director"), who will be Consultant's principal contact.

B. Finance has seven employees who perform the following functions:

1. Accounts Receivable/Cashier Clerk: One Full-Time

2. Ambulance Billing Clerks: Two Full-Time staff.

3. Accounts Payable/Payroll Clerk: One Full-Time.

4. Finance Analyst: One Full-Time.

5. Grant Specialist: One Full-Time

6. Finance Director: One Full-Time.

C. Confirmations will be prepared by Finance Director.

D. Finance employees will provide information and documentation to assist Consultant. (Note: Assistance concerning federal grants should be directed to the applicable federal program.)

E. A description of working papers the City has prepared in the past are attached hereto as Attachment 2 and incorporated herein by reference.

1.3 Information Technology; Computer System.

A. Hardware.

Dell PowerEdge R630
VMWare
190 GB Ram
10 TB Raid 5
Windows Server 2019-2022

B. Software – Caselle Connect.

1. Accounts Payable.
2. Accounts Receivable.
3. General Ledger.
4. Payroll.
5. Human Resource.
6. Cash Receipting.

7. Timekeeping

C. Software – Asset Keeper

D. Microsoft – Office 365

E. Databases – Microsoft SQL Server 2019-2022

1.4 Component Units. The City is defined, for financial reporting purposes, in conformity with Governmental Accounting Standards Board ("GASB") *Codification of Governmental Accounting and Financial Reporting Standards,* Section 2100. Using these criteria, the following component units are to be audited and included in the City 's financial statements:

A. City of Page Municipal Property Corporation ("MPC"). The MPC, an Arizona not-for-profit corporation, was organized for the purpose of financing the construction of municipal facilities and various projects. All receivables and payables related to the MPC have been eliminated and the Corporation is no longer being used for these projects.

1.5 Fund Structure. The City expects to use the following fund types in its financial reporting as of June 30, 2027:

Fund Type/ Account Group	No. of Individual Funds	No. of Major Funds	No. of Funds with Legally Adopted Budgets
General Fund	1	1	1
Special Revenue Fund	1	1	1
Debt Service Funds	1	1	1
Capital Projects Fund	1	1	1
Highway User Fund	1	1	1
Enterprise Fund	1	1	1
Perpetual Care Fund	1	1	1

2. Nature of Services Required.

2.1 Consultant will express an "in relation to" opinion on the fair presentation of the combined and individual non-major fund financial statements and supporting schedules, including the internal service funds in conformity with generally accepted accounting principles in the United States of America ("GAAP"). An audit of the introductory or statistical section of the report will not be necessary. However, review will be required for content and consistency.

2.2 Management's discussion and analysis is not a required part of the basic financial statements, but is supplemental information required by GAAP. Consultant will apply certain limited procedures to this required supplemental information.

2.3 The City does not currently anticipate it will prepare any official statements in connection with the sale of debt securities which will contain the basic financial statements and the auditor's report thereon. In the event debt is issued, it is not anticipated that Consultant will be required to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."

2.4 The City expects that it is free to distribute copies of its financial statements without the prior consent of its auditors.

3.0 Services to be Provided by Consultant.

3.1 Annual Audit ("Audit").

A. The City's financial records are maintained on the fund basis, so the Consultant will be required to prepare government-wide financial statements in addition to fund basis statements.

B. Consultant shall make a determination as to whether its financial statements present fairly, in all material respects, the respective financial position of:

1. The governmental activities.

2. The business-type activities.

3. Each major fund.

4. The discretely presented component units.

5. The City's aggregate remaining fund information which collectively comprise the City's basic financial statements ("in relation to").

C. The Audit shall be performed in accordance with:

1. GAAP.

2. Auditing standards generally accepted in the United States of America ("GAAS") as set forth by the American Institute of Certified Public Accountants.

3. The standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards ("GAS").

4. The provisions of the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.

5. The provisions of U.S. Office of Management and Budget ("OMB") Uniform Guidance.

6. State of Arizona Uniform Expenditures Reporting System requirements mandated by ARIZ. REV. STAT. § 41-1279.07, with guidelines set forth by the Arizona Auditor General.

7. State of Arizona Highway User Revenue Fund ("HURF") expenditure requirements pursuant to ARIZ. REV. STAT. § 9-481(B)(2).

D. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on the internal controls and compliance, are not to be included in the CAFR but are to be issued separately.

E. The Audit shall include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements.

F. Consultant shall plan and perform the Audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

G. If applicable, as required by the Single Audit Act Amendments of 1996 and Uniform Guidance, the Audit shall include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. The City currently does have a Single Audit reporting requirement for fiscal year 2026.

3.2 Audit-related Reports. Following the completion of the Audit of each fiscal year's financial statements, Consultant shall issue:

A. An independent auditor's report on the fair presentation of the basic financial statements in conformity with GAAP and an in-relation-to opinion on the combined and individual non-major governmental fund financial statements.

B. An independent auditor's report on compliance and internal control over financial reporting based on an audit of the financial statements performed in accordance with GAS.

C. An independent auditor's report on compliance with requirements applicable to each major federal program, internal control over compliance and schedule of expenditures of federal awards in accordance with OMB Uniform Guidance, if applicable.

D. A schedule of findings and questioned costs, if applicable.

E. A summary schedule of prior audit findings and corrective action plan, if applicable.

F. Auditor’s letter of recommendations to management which shall include statements on audit findings and recommendations affecting the financial statements, internal controls, accounting system, legality of actions, instances of noncompliance with laws and regulations and any other material matters. A draft of the letter shall be delivered to the Director for review and approval prior to its release.

G. An independent auditor’s report on the Annual Expenditure Limitation Report prepared in compliance with A.R.S. § 41-1279.07.

H. An independent auditor’s report affirming the City is in compliance with the HURF and other dedicated transportation revenues requirements pursuant to A.R.S. § 9-481(B)(2).

I. An independent auditor report for the Enterprise Funds managed by Page Utility Enterprises (PUE). This financial statement report is prepared separately and specifically for the PUE Board.

J. An independent auditor report for the Annual Expenditure Limitation Report.

K. Auditor will be asked to process and complete the Arizona Department of Environmental Quality (ADEQ) Landfill Financial Assurance Worksheet for the year end.

L. Schedule of Expenditures of Federal Awards, if applicable. Consultant will provide an “in-relation-to” report on that schedule based on the auditing procedures applied during the audit of the financial statements.

M. External review of the City of Page Magistrate Court every three years performed in accordance with the Minimum Accounting Standards, Compliance Checklist and Guide for External Review by Auditors. The next audit will be required for the fiscal year ending June 30, 2028.

N. Consultant will immediately give a written report to the Director, City Manager and City Council of all irregularities and illegal acts or indications of illegal acts of which they become aware.

O. Consultant shall submit a Management Letter of Comments and Recommendations for improvement of programs and financial management per the Consultant’s opinion with the financial statements after examining the City’s systems of internal control. Consultant shall include the following deficiencies:

1. Control deficiency – A deficiency that exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.

2. Material weakness – A deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis.

3. Significant deficiency – A deficiency, or a combination of deficiencies, in internal control over financial reporting, which is less severe than a material weakness yet important enough to merit attention by those responsible for oversight of the company's financial reporting.

3.3 Reporting to City Council. Consultant shall make an oral presentation of the annual reports to the City Council preferably no later than the last regular Council meeting in December of each year, which shall be included in the fiscal year end audit fee. During the presentation, Consultant shall inform the City Council of the following:

A. Consultant's responsibility under GAAS.

B. Significant accounting policies.

C. Management judgments and accounting estimates.

D. Significant audit adjustments.

E. Other information in documents containing audited financial statements.

F. Disagreements with management.

G. Management consultation with other accountants.

H. Major issues discussed with management prior to retention.

I. Difficulties encountered in performing the audit.

3.4 Additional Duties.

A. Consultant shall be available for intermittent requests for information relevant to technical accounting issues, implementation of new authoritative pronouncements and other significant issues that may affect the City's financial statements.

B. The City will submit its ACFR (Annual Comprehensive Financial Report) to the Government Finance Officers Association of the United States and Canada ("GFOA") for review in their Certificate of Achievement for Excellence in Financial Reporting program (the "Certificate Program") and has been awarded a certificate for the last 15 consecutive years, and, the ten years from 1992-2001. Consultant will be required to review the financial statements against the Certificate Program checklist to ensure compliance with the requirements of the Certificate Program. Consultant shall also (i) consolidate the audit, financial statements, Management Discussion and Analysis and all other supplemental information for the CAFR, (ii) bind the final copy of same and (iii) submit same to the GFOA.

3.5 Report Review and Distribution.

A. Following completion of draft audit reports, Consultant shall submit copies of the draft reports and management letter to the Director for review and approval.

B. Upon completion of the final reports, Consultant shall provide paper copies and one electronic (PDF) copy of all audit reports, management letter and required communications to the City.

C. If applicable, Consultant shall submit one electronic copy of the audit reporting package and data collection form to the Federal Audit Clearinghouse and provide one electronic copy of the audit reporting package to other pass-through entities when the schedule of findings and questioned costs discloses audit findings related to federal awards that the pass-through entities provided or the summary schedule of prior audit findings reports on the status of prior findings related to federal awards that the pass-through entities provided.

D. Consultant will make no other distribution unless approved by the City.

E. Consultant must prepare, type, print and bind all reports and schedules.

3.6 Exit Conference. Consultant must be available to participate in one or more exit conferences with members of the City. Exit conferences will be coordinated through the Director. The purposes of the exit conferences are to discuss the draft audit reports with the City, identify any errors and obtain comments on report findings and recommendations.

3.7 Retention. The audit firm shall retain the audit documentation in its entirety for a period of five years after the date of the audit reports. The audit documentation shall be subject at all reasonable times to review upon request by the Auditor General or designee, the United States Government Accountability Office, or other appropriate governmental agencies, if so requested. The working papers shall also be made available to any public accounting firm for the purpose of conducting quality monitoring programs of Consultant's work. The City shall be notified in writing of any requests to review Consultant's working papers as well as receive a copy of the working papers for their file.

4.0 Time Requirements.

4.1 Work and Conference Schedule for the Fiscal Year 2026-2027 Audit. The following are key dates to the City 's preparation of the ACFR and the related Audit, which are subject to change upon mutual agreement during the contract term. A similar time schedule will be developed for future fiscal year audits if the City exercises its option for renewal terms.

A. June or July 2027 – Entrance Conference. The purpose of this meeting will be to provide a preliminary review of the City's operations and discuss the interim work to be performed. This meeting will also be used to establish overall liaison for the Audit, to make arrangements for Consultant's work space and needs and Consultant shall provide a list of all interim schedules to be prepared by the City.

B. July or August 2027 – Interim Work and Progress Conference. Consultant may begin interim work at this time. At the completion of interim work, a meeting will be held for the purpose of summarizing the results of the preliminary review and interim work and identifying the key internal controls or other matters to be tested.

C. August 2027 – Detailed Audit Plan. Consultant shall provide the City with a detailed Audit plan and a list of all year-end schedules, including Audit confirmation letters, to be prepared by the City.

D. September 2027 – Fieldwork. Consultant shall complete all fieldwork during the month of September.

E. Late September to Early October 2027 – Exit Conference. The purpose of this meeting will be to summarize the results of the fieldwork and to review significant findings.

F. Early to Mid-November 2027 – Auditor's Opinion. The signed auditor's opinion will be delivered to the Finance Division.

4.2 Final Reports and Schedules Due Dates.

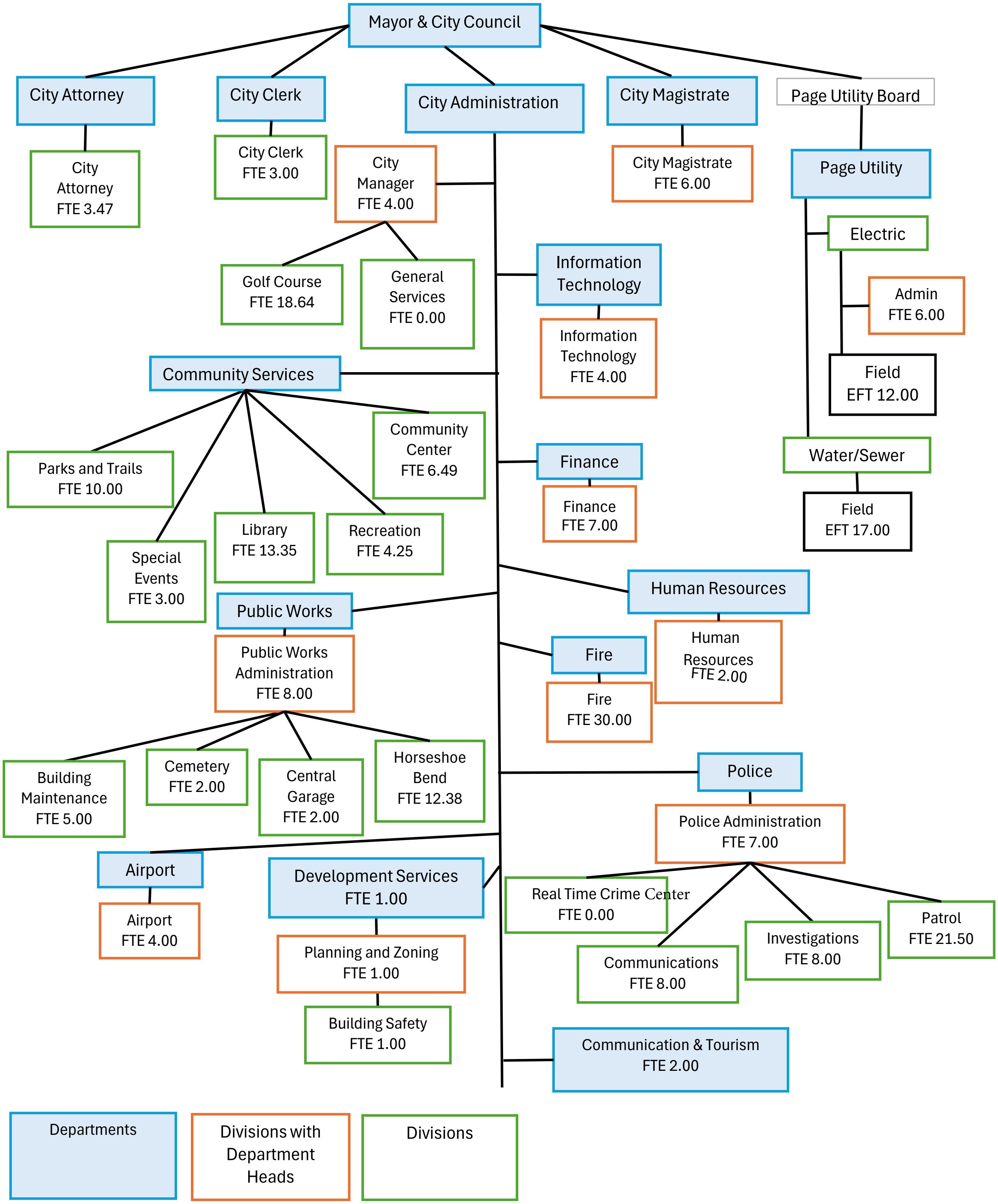
A. The Finance Division shall prepare the working papers, which will be ready for Consultant's arrival in September 2027. Consultant shall provide all recommendations, revisions and suggestions for improvement by early to mid-November 2027.

B. Once all issues for discussion are resolved, the independent auditors' report shall be delivered to the Director no later than mid-November 2027.

ATTACHMENT 1
TO
EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF PAGE AND
____

[Organizational Chart]

See following page.



Updated 08/05/2026

ATTACHMENT 2
TO
EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN

THE CITY OF PAGE

AND

____

[Working Papers] See following pages.

Description

No.	General
	Financial Reporting
1	Electronic Microsoft Excel copy of Balance Sheet as of June 30, 2027
2	Electronic Microsoft Excel copy of Revenue and Expenditures by department for FY 2026-27
3	Electronic Microsoft Excel copy of Balance Sheet and Revenue and Expenditures by department with detail for FY 2026-27
4	June 30, 2026 GFOA certificate and comments
5	Management's Discussion and Analysis
6	GASB 44 statistical section
7	Letter of Transmittal
8	Organizational chart
9	List of elected and appointed officials
10	Covers
	Cash and Investments
11	Bank account reconciliations and statements for all bank accounts for June and July 2027
12	A copy of the Collateral Pledge Report as of June 30, 2027
13	Copies of all cash with trustee statements for the fiscal year
14	City of Page Investment Statements (T.V.I.) - Qtr ended June 30, 2027
15	Zions Bank Debt Schedule for the 2026-27 year
	Revenue and Receivables
16	Reconciliation of Accounts Receivable s of June 30, 2027
17	LGIP and savings bank statements for the fiscal year
18	General ledger detail
19	“Billing History Report” supporting water and sewer revenues
20	Utility Aging Report at June 30, 2027

Description

	Expenditures and Accounts Payable
21	“Invoice Open Report” at June 30, 2027
22	Copies of check run registers for July and August 2027
23	Payroll register and detail for the final pay period in June 2017 and first pay period July 2027
24	Number of FTE's for FY 2026-27
25	Number of employees required to contribute to ASRS for FY 2026-27
26	Number of employees required to contribute to PSPRS for FY 2026-27
27	Most recent actuarial valuation for the Arizona Public Safety Personnel Retirement System for fire and police
28	A/P Check Register Listing from 7/1/2026 to 6/30/2027, report should include vendor name, check number, and amount.
29	All Credit Card Statements for FY27 and a listing of all active user throughout the fiscal year.
	Compensated Absences
30	Schedule of Compensated Absences for FY 2026-27
	Capital Assets (Governmental and Enterprise)
31	Cumulative listing of assets by depreciation category and GASB function
32	A reconciliation for the balances of land, buildings and improvements, furniture, equipment, vehicles and construction in progress to the balances reported in the prior year financial statements
33	List of construction in progress by project and the estimated cost to complete for each project
34	List of current year additions for land, buildings and improvements, furniture, equipment, vehicles
35	List of current year deletions
36	Reconciliation of capital expenditures to capital asset additions
37	Depreciation expense for the fiscal year

Description

	Inventory
38	Equipment inventory list at June 30, 2027
	Long-term debt
39	Debt retirement schedules for all new leases (if any new leases entered into)
40	Debt retirement schedules for all new bonds (if any new debt issued)
41	Debt retirement schedules for all refunded bonds (if any new refundings in the current year)
42	Official Statement for all new debt (if any new debt issued)
43	Sources and Uses of Funds for all new debt (if any new debt issued)
44	Debt agreements for any other new debt issued during the fiscal year (if any new debt issued)
	General Audit Request Items
45	Board minutes through present date
46	Legal invoices for all attorneys from 7/1/2026 through present date
47	Cash confirmation letters (Review and sign)
48	Electronic cash confirmation authorization
49	Attorney confirmation letters (Printed on City letterhead and signed)
50	The contact for a member of City Council to go through a short fraud questionnaire as part of new auditing standards.
	Journal Entries
51	Report of Manual Journal made during the fiscal entries. (i.e. entries other than A/P and payroll)

Description

	Compliance Testing
	General Procedures
52	As part of our preliminary audit testing, we will be updating our understanding of the internal controls over your significant financial statement areas (listed below) and performing walkthroughs of selected transactions.
53	Utility Billings/Receipts
54	Court Receipts
55	Payroll
56	Building Permits Receipts
57	Miscellaneous Receipts
	Streets Expenditures (HURF)
58	General ledger detail for the City's HURF expenditures
59	For HURF disbursements selected, we will need to review applicable purchase orders and vendor invoices

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF PAGE AND
____

[Fee Proposal]

See following pages.

Fee Proposal

Financial Auditing Services

Service	Year 1	Year 2*	Year3*	Year 4*	Year 5*
Fiscal Year End Audit	$	$	$	$	$
Fiscal Year End Audit of Federal Funds, if applicable	$	$	$	$	$
Additional Audit Reports	$	$	$	$	$
Annual Expenditure Limitation (AELR) Report	$	$	$	$	$
City of Page Municipal Court (every 3 years)	$	$	$	$	$
Other	$	$	$	$	$
TOTAL	$	$	$	$	$

*Proposed annual increase should not exceed 5% per year.

Company Name: ____

Signature: ____

(CONTINUED ON NEXT PAGE)

Supporting Schedule Of Professional Fees And Expenses

Financial Auditing Services

Category	Hours	Hourly Rates	Total
Partner		$	$
Manager		$	$
Supervisory Staff		$	$
Staff		$	$
Other (specify)		$	$
Total*		$	$

*Total must agree with price shown on Fee Proposal page.

Rates for Additional Professional Services

If it should become necessary for the City to request Consultant render additional services to either supplement the Services to be provided in this Agreement or to perform additional work as a result of the specific recommendations included in any report issued, then such additional work shall be performed only if set forth in an addendum to the agreement between the City and Consultant. Any such additional work agreed to between the City and Consultant shall be performed at the same rates set forth in this Fee Proposal.

Company Name: ____________________________________

Signature: ____