

**Contract for Auditing Services
Between
Weber County Corporation
and
Squire & Company, PC
Certified Public Accountants**

THIS AGREEMENT, entered into as of this 19th day of December, 2023, by and between Weber County Corporation, hereinafter referred to as the "County," and the firm of Squire & Company, PC, hereinafter referred to as the "AUDITOR," provides for audit services for the fiscal year ended December 31, 2023.

WITNESSETH THAT:

WHEREAS, the County is required by law to cause an audit to be made of the accounts of all officers of the County, and

WHEREAS, the County desires to have performed a financial and compliance audit of the County for the fiscal year ended December 31, 2023.

WHEREAS, the County has received funds from the Federal Government under grants, agreements, and programs which require audits under the guidelines of Uniform Guidance, and

WHEREAS, in order to meet the requirements of Uniform Guidance, the County desires to have performed a single compliance audit of those federal awards for the fiscal year ending December 31, 2023.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns, as follows:

SECTION I. AUDITOR'S DUTIES

- A. Standards: The AUDITOR shall perform all test work and prepare all reports in accordance with the following professional standards and federal audit requirements:
1. Generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants (AICPA), including applicable statements of position and audit guides;
 2. *Government Auditing Standards* issued by the comptroller General of the United States;
 3. The Single Audit Act as amended by the Single Audit Act Amendments of 1996;
 4. Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*; and
 5. Uniform Guidance, *Compliance Supplement*.
- B. Reports: The AUDITOR shall, in accordance with the above standards, prepare the following reports separately for the County, the Weber Housing Authority, and the Weber Area Dispatch 911 and Emergency Services District, listed in Exhibit A.
1. Report on Financial Statements

For the fiscal year ended December 31, 2023, the AUDITOR, in accordance with generally accepted auditing standards, as promulgated by the AICPA, the AICPA *Audits of State and Local Governmental Units* audit and accounting guide, and the

Government Auditing Standards, published by the U.S. General Accounting Office, shall audit the financial statements and records of the County and shall issue an AUDITOR's opinion on the County's financial statements (with an in-relation-to opinion on combining and supplementary information). Such financial statements shall be prepared in conformity with generally accepted accounting principles. Reports on internal control and compliance, as referred below, shall also be issued.

2. Management Report Based on the Audit of the Financial Statements

The following three sections of this report should be bound together in a single document.

(a) Report on Internal Controls Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.

The AUDITOR shall report on their testing of compliance with federal and state laws and regulations performed as part of the financial and compliance audit. The report must identify occurrences of noncompliance with laws and regulations that are material and all instances or indications of illegal acts which could result in criminal prosecution. The report must contain a statement of positive assurance on items tested.

The AUDITOR shall report on their understanding of the County's internal control over financial reporting and the assessment of control risk made as part of the financial and compliance audit. The report shall identify as a minimum: (a) the scope of the AUDITOR'S work in obtaining an understanding of the County's internal control over financial reporting and in assessing the control risk and (b) the deficiencies, significant deficiencies, and material weaknesses, identified as a result of the AUDITOR's work in understanding and assessing the control risk.

(b) Findings and Recommendations

The AUDITOR shall report findings and recommendations relative to compliance with laws and regulations, internal control over financial reporting, adherence to generally accepted accounting principles, and efficiency of operations. The report shall contain all significant deficiencies and all instances or indications of illegal acts.

The AUDITOR shall request written responses and corrective action plans, where necessary, from County's officials for each recommendation and shall include such responses in the report.

(c) Status of Prior Findings and Recommendations

The AUDITOR shall also report on the County's progress in implementing prior audit recommendations.

3. Single Audit Report

For the fiscal year ending December 31, 2023, the AUDITOR, in accordance with the standards cited above and the additional standards contained in the Single Audit Act as amended by the Single Audit Act Amendments of 1996, Uniform Guidance, and AICPA standards related to compliance auditing, shall issue the following reports: (These reports shall be bound together with the County's Schedule of Expenditures of Federal Awards and accompanying Notes.)

- (a) Report on Federal Awards: This report covers major program compliance, internal controls over federal awards, and the Schedule of Expenditures of Federal Awards.
 - (1) The AUDITOR shall express an opinion as to whether the County complied, in all material respects, with the specific requirements applicable to major federal financial assistance programs. This opinion may be included as part of the Auditor's Report on Financial Statements required by paragraph I. B1.
 - (2) The Auditor shall express an opinion as to whether the County complied, in all material respects, with the compliance requirements described in the *Uniform Guidance* that are applicable to each of its major federal programs identified in the summary of auditor's results section of the schedule of findings and questioned costs.
 - (3) The report is required to address the AUDITOR's consideration of the internal control policies and procedures over compliance with requirements that could have a direct and material effect on major federal programs. This report should be prepared in accordance with the criteria set forth in Statement on Auditing Standards (SAS) No. 78, *Consideration of the Internal Control in a Financial Statement Audit*, SAS No. 60, *Communication of Internal Control Structure Related Matters Noted in an Audit*, and SAS No. 74, *Compliance Auditing Considerations in Audits of Governmental Entities and Recipients of Governmental Financial Assistance*.
 - (4) The report should comply with SAS No. 29, *Reporting on Information Accompanying the Basic Financial Statements in Auditor Submitted Documents*. The report must reference to the audit having been performed in accordance with standards for financial and compliance audits contained in the *Governments Auditing Standards*, to meet the requirements of the *Uniform Guidance*.
- (b) Schedule of Findings and Questioned Costs: This report should include the following three components as required by Uniform Guidance:
 - (1) A summary of the AUDITOR's results, including:
 - A) The type of report the AUDITOR issued on the financial statements;
 - B) Where applicable, a statement that reportable conditions in internal control were disclosed by the audit of the financial statements and whether any such conditions were material weaknesses;

- C) A statement as to whether the audit disclosed any noncompliance which is material to the financial statements;
 - D) Where applicable, a statement that reportable conditions in internal control over major programs was disclosed by the audit and whether any such conditions were material weaknesses;
 - E) The type of report the AUDITOR issued on compliance for major programs;
 - F) A statement as to whether the audit disclosed any audit findings which the AUDITOR is required to report in accordance with Uniform Guidance;
 - G) An identification of major programs;
 - H) The dollar threshold used to distinguish between Type A and Type B programs, as described in Uniform Guidance; and
 - I) A statement as to whether the County qualified as a low-risk auditee.
- (2) Findings relating to the financial statements which are required to be reported in accordance with generally accepted government auditing standards (GAGAS).
- (3) Findings and questioned costs for federal awards, including, where applicable:
- A) Significant deficiencies in internal control over major programs;
 - B) Material noncompliance with the provisions of laws, regulations, contracts, or grant agreements related to a major program;
 - C) Known questioned costs which are greater than \$10,000, or are likely greater than \$10,000, for a type of compliance requirement for a major program;
 - D) Known questioned costs which are greater than \$10,000 for a Federal program which is not audited as a major program;
 - E) The circumstances concerning why the AUDITOR's report on compliance for major programs is other than an unqualified opinion;
 - F) Known fraud affecting a Federal award; and
 - G) Instances where the results of audit follow-up procedures disclosed that the summary schedule of prior audit findings prepared by the County materially misrepresent the status of any prior audit finding.
- (4) The AUDITOR shall request a written corrective action plan from County officials for each finding included in the Schedule of Findings and Questioned Costs. The corrective action plan shall provide the name(s) of the contact person(s) responsible for corrective action, the corrective action

planned, and the anticipated completion date. The corrective action plan shall be bound with the single audit reports.

4. Report on State Legal Compliance

For the fiscal year ended December 31, 2023, the AUDITOR, in accordance with the *State of Utah Legal Compliance Audit Guide*, shall issue the following reports bound together in a single document:

(a) Report on State Legal Compliance

The AUDITOR shall express an opinion on the County's compliance with the state legal requirements identified in the *State of Utah Legal Compliance Audit Guide*.

(b) The AUDITOR's Management Letter

The Management Letter shall identify any reportable conditions in internal controls over state legal compliance and all instances of noncompliance with state legal issues discovered by the AUDITOR.

(c) County's Response to the Management Letter

The AUDITOR shall bind the County's response with the AUDITOR's Management Letter.

5. Agreed upon procedures engagement, related to the County's closure and post-closure care financial assurance requirements, as required by the State Department of Environmental Quality.

C. Other Services: The AUDITOR shall perform the following services in conjunction with preparation of the above reports:

1. Delivery of Reports

- (a) All reports shall be addressed to the County.
- (b) The AUDITOR is to deliver an electronic copy of the final Report on the Financial Statements to the County no later than June 7, 2024.
- (c) The AUDITOR is to deliver an electronic copy of the Management Report Based on the Audit of the Financial Statements to the County no later than June 7, 2024.
- (e) The AUDITOR is to deliver an electronic copy of the Single Audit Report to the County no later than June 7, 2024.
- (f) The AUDITOR is to deliver an electronic copy of the Report on State Legal Compliance to the County no later than June 7, 2024.
- (g) The deadlines noted above may be extended by the County if, in the opinion of the County, circumstances existing beyond the control of the AUDITOR prevent completion by that date.

2. Availability of Working Papers

The AUDITOR agrees to make available all working papers, audit programs, and time control records associated with the audit of the County upon request by the County during performance of the audit or at the completion of the audit, for a quality control review. The AUDITOR also agrees to furnish copies of all working papers, audit programs and time control records upon request. Working papers and reports shall be retained by the AUDITOR for a minimum of three years from the date of the audit report. These same documents will be made available to federal and state agencies in accordance with Uniform Guidance and state law.

3. Inform COUNTY of the Following:

(a) Irregularities

The AUDITOR shall promptly inform the County regarding any indication of errors, irregularities or illegal acts that may come to their attention in connection with the audit.

(b) Changes in Personnel

The AUDITOR agrees to notify the County in writing prior to changes of partner, manager, supervisor or senior personnel obligated in the AUDITOR's bid proposal.

SECTION II **COUNTY'S DUTIES**

The County shall furnish the following to the AUDITOR:

- A. All financial records, books of accounts, supporting documents, and other related records for and related to the period being audited.
- B. Copies of County ordinances, minutes of Commission meetings, policy directives, grant agreements, contracts, leases, budgets, laws, and other pertinent documents or data, and such other information as may be required for the audit.
- C. A management representation letter confirming oral representations made to the AUDITOR.
- D. Adequate working space and other facilities for the conduct of the audit.
- E. All working papers normally prepared by the County in connection with the accounting system, all original documents, as requested, evidencing audited transactions.
- F. Assistance of personnel in all reasonable requests from the AUDITOR as the County staff time and budget will permit, including, but no limited to, the preparation of account analyses, summaries, and other working papers requested.

SECTION III **FEE PROVISIONS**

- A. It is understood that the not-to-exceed fee, including all out-of-pocket expenses, for the services of the AUDITOR, as set forth in Section I. above, shall be the amounts listed in exhibit A.

- B. The County shall have the option to extend this contract for up to four (4) succeeding fiscal years at the rates listed in exhibit A.
- C. Separate progress billings to the County are allowed for time and expense incurred during the audit with the stipulation that progress billings cannot exceed 75% of the fees stated above. A statement of the current and cumulative hours incurred shall be submitted with each billing. The statement of actual hours incurred must separately report hours incurred for services performed in connection with the financial audit and hours incurred for services performed in connection with the single audit.
- D. Final payment shall be made upon completion of the audit and upon receipt of the AUDITOR's reports as stipulated in paragraph I.C.1., a final statement of actual hours incurred as described in paragraph III.C., and the final billing.
- E. It is expressly understood and agreed that in no event will the amounts to be paid by the County to the AUDITOR under this contract exceed the fee and conditions made a part of this contract.
- F. Payments by the County are expressly subject to appropriation. In the absence thereof, this agreement shall be terminated forthwith.

SECTION IV INDEMNIFICATION

- A. The County assumes no liability for any legal expenses, other than for its own defense.
- B. The AUDITOR hereby agrees to indemnify and save harmless the County and its officers, agents, and employees, from and against any and all loss, damage, injury, liability, and claims thereof, including claims for personal injury or death, howsoever caused, resulting directly or indirectly, from the performance of the contract by the AUDITOR.

SECTION V AUDITOR REPRESENTATIONS

- A. The AUDITOR confirms that he is independent of the County as defined in the AICPA's Rules of Conduct, Rule 101, and the requirements of the *Government Auditing Standards*, published by the U.S. General Accounting Office.
- B. The AUDITOR confirms that he is properly licensed for public practice as a certified public accountant in the State of Utah and that he does not have a record of substandard work.
- C. The AUDITOR agrees not to discriminate against any individual because of race, color, religion, age, sex, handicap, or national origin, and that these shall not be a factor in consideration for employment, selection for training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion, or separation.
- D. Said AUDITOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the County or its agencies, in any agreement, settlement, liability, or understanding whatsoever, and shall not perform any acts as agent for the County except as herein expressly set forth.

SECTION VI INSURANCE

AUDITOR, at its own cost, shall secure and maintain during the term of the Agreement, including all extension terms, commercial general liability insurance (CGL) with contractual liability coverage to cover the AUDITOR's obligations under Section IV of this Agreement. CGL shall be in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate.

If any portion of AUDITOR's services under this Agreement is excluded from CGL, then AUDITOR shall, at its own cost, secure and maintain during the term of this Agreement, including all extension terms and for four years after termination of this Agreement if written on a claims made basis, professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

The policy(ies) described above shall protect AUDITOR, any subcontractor, and the County under the contractual liability coverage from claims for damages for personal injury that may arise from AUDITOR's performance of this Agreement, whether performed by AUDITOR itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. The policy(ies) shall be primary and noncontributory to any other policy(ies) or coverage available to the County whether such coverage be primary, contributing, or excess. If the CGL coverage is provided on a claims-made basis, AUDITOR shall maintain such policy(ies) of insurance for no less than four years after termination of this Agreement.

Liability limits for all required coverage may be secured and maintained utilizing a single policy or multiple policies of primary and excess or umbrella coverage.

AUDITOR shall provide to County prior to commencement of any activities under this Agreement Certificates of Insurance verifying policies meeting the minimum coverage and limits required.

SECTION VII CONTRACT TERMINATION

This contract may be terminated upon 30 days written notice by either party hereto and may be immediately terminated for cause or other bad performance by either party.

SECTION VIII NOTICES

Any notice or certification required or permitted to be delivered under this Contract shall be deemed to have been given when personally delivered, or if mailed, three (3) business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to:

For the County:

Weber County
Attn: Weber County Comptroller
2380 Washington Blvd., Suite 320
Ogden, UT 84401

For the Auditor:

Squire & Company, PC
1329 South 800 East

Orem, UT 84097

SECTION IX ASSIGNMENT

AUDITOR will not assign, transfer, or convey its interest in this Contract without the prior written consent of the County, which shall not be unreasonably withheld. AUDITOR understands that in the event that all or sustainably all of AUDITOR's assets and business are acquired by another entity, AUDITOR is still obligated to fulfill the terms and conditions of this Contract.

SECTION X AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, notation, renewal, change order, or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms of this Contract which are required by changes in Federal or State law are immediately incorporated herein without written amendment to this Contract and shall be effective on the date designated by said law.

SECTION XI CONFIDENTIALITY

All information disclosed by County to AUDITOR for the purpose of the work to be performed under this Contract or information that comes to the attention of the AUDITOR during the course of performing such work, that is not considered to be in the public domain, is to be kept strictly confidential.

SECTION XII GOVERNING LAW; FORUM

This Contract shall be construed and enforced in accordance with the substantive and procedural laws of the State of Utah, and the Weber County, Utah.

SECTION XIII ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes all prior understandings and Contracts between the parties, whether oral or written, relating to the same subject matter. This Contract and all of its provisions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.


SECTION XIV SEVERABILITY

If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Contract. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

SECTION XV HEADINGS

Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Contract.

IN WITNESS THEREOF, the County and the AUDITOR have executed this contract as of the date first indicated above.



Squire & Company, PC

12/19/23

Date

Gage Froerer, Chair
Weber County Commission

Date

Attest:

Ricky D. Hatch, CPA
Weber County Clerk / Auditor

Date

Exhibit A – Reports to be issued and schedule of fees

The following reports will be issued for each entity:

	Weber County	Weber Area Dispatch 911 Emergency Service	Weber Housing Authority
1. Report on Financial Statements	Yes	Yes	Yes
2. Management Report Based on the Audit of the Financial Statements	Yes	Yes	Yes
3. Single Audit Report	Yes	No	Yes
4. Report on State Legal Compliance	Yes	Yes	Yes
5. Agreed upon procedures engagement	Yes	No	No

All inclusive maximum price for each audit year 2023 - 2027

Year	Weber County	Weber Area Dispatch 911 Emergency Service	Weber Housing Authority	Total
2023	45,000	8,000	12,000	65,000
2024	47,250	8,500	12,500	68,250
2025	49,500	9,000	13,000	71,500
2026	52,250	9,500	13,500	75,250
2027	55,000	10,000	14,000	79,000
Total	249,000	45,000	65,000	359,000