

AMENDMENT OF  
CONTRACT FOR PROFESSIONAL SERVICES

By and Between  
Oklahoma County Board of Commissioners  
On Behalf of the  
Oklahoma County Clerk  
And  
Ernst & Young LLP

This agreement is made and entered into this 1st day of July by Oklahoma County, on behalf of the Oklahoma County Clerk, hereinafter referred to as “Client” and Ernst & Young LLP, hereinafter referred to as “Contractor”.

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

I. SERVICES

Services performed by Contractor will be those outlined in the Statement of Work attached hereto as “Attachment A.” Services are expected to be performed in multiple phases. Each phase will be reviewed and agreed upon by both parties prior to the performance of the work. In addition to the terms and conditions set forth herein, the parties’ rights and obligations in connection with services performed under this contract are subject to the terms and conditions of the State of Oklahoma Statewide 1050 contract, which are incorporated into this contract by reference.

II. TIMETABLE

It is anticipated that all work will commence upon execution of this contract and will be completed by a date mutually agreed upon by both the Client and the Contractor. The term of this engagement is for the period beginning June 2024 through the completion of work assigned, approximately November 2024.

III. PAYMENT

In consideration for the services rendered by Contractor pursuant to this Agreement, Client agrees to pay fees outlined in the Statement of Work attached hereto as “Attachment A”, Phase One services, not to exceed the amount of \$100,000.00 and “Attachment B”, to include Phase Two and Phase Three services not to exceed \$150,000.00.

Client agrees that no payment shall be withheld due to delays in the delivery of the requested services when such delays are due to Client’s inability or failure to meet with Contractor at previously agreed dates and times. Further, client agrees

that no payment shall be withheld due to delays of the clients providing information necessary for the services provided.

#### IV. MODIFICATION

The Client and Contractor may, by mutual agreement, modify this Contract. Any modification must be in writing and must be signed by both parties.

#### V. GENERAL TERMS AND CONDITIONS

No alterations or variation of this Contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, religion, disability, or sex, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this contract.

#### VI. CANCELLATION

Upon written notice, the Client and Contractor shall have the right to terminate this Contract at any time before the date of completion. In the event that Client terminates this agreement, Contractor shall be paid for worked performed to the satisfaction of the contractual requirement and related expenses incurred prior to termination, as described in Section III (PAYMENT) above.

#### VII. CONTRACTOR EMPLOYEES

In performance of this Contract, Contractor and any agent or employee of the Contractor shall act in an independent capacity and not as an officer or employee or agent of the Client, nor shall any party be covered under the Client's personnel rules and regulations. The Client shall have no responsibility for deductions for or contributions to Social Security, unemployment insurance, or benefits nor shall income tax be withheld.

#### VIII. PROJECT MANAGER

Brian Woods and Kindell Walters, for the Contractor, shall act as Project Manager.

Maressa Treat, Oklahoma County Clerk, shall serve as contact for the Client.

IX. LEGAL REQUIREMENTS

It is agreed that for the duration of this agreement, Contractor and Client will comply with all applicable laws and regulations of the state of Oklahoma and Federal government, including but not limited to, the Equal Employment Opportunity Act, the Occupational Safety and Health Act and audit requirements.

This agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma and in Oklahoma Courts.

ACCEPTED BY  
BOARD OF COUNTY COMMISSIONERS  
OF OKLAHOMA COUNTY, OKLAHOMA

Chairman \_\_\_\_\_

Member \_\_\_\_\_

Member \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED BY CONTRACTOR:

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Contractor's Address

ATTEST:

\_\_\_\_\_  
Maressa Treat, Oklahoma County Clerk

Requisition Number: 12500817  
Purchase Order Number: 22500650

### Statement of Work

This Statement of Work, dated July 18, 2024 (this "SOW") is made by Ernst & Young LLP ("we" or "EY") and Oklahoma Office of Management & Enterprise Services ("OMES", "you" or "Client"), for the benefit of the Oklahoma County Clerk, and is a Contract Document in connection with SW No. 1050 ("Contract") between the State and Supplier. Unless otherwise indicated herein, capitalized terms used in this Agreement without definition shall have the respective meanings specified in the Contract.

#### Scope of Services

The Oklahoma Office of Management and Enterprise Services, on behalf of the Oklahoma County Clerk, has requested an EY Team to provide an organizational assessment for Oklahoma County Clerk.

The EY scope of services for Phase 1 will be comprised of the following activities and deliverables:

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Key Activities	Phase 1
	<ul style="list-style-type: none"> <li>▶ Review provided org charts, policies, and operational documents to understand organizational governance and reporting structure.</li> <li>▶ Conduct 10 interviews and 2 focus groups with key stakeholders (leadership / employees) to confirm ways of working between departments, service delivery model, key functional processes, workforce skills, performance metrics, challenges, and opportunities.</li> <li>▶ Conduct visioning session with key stakeholders to map out ideal future state operating model, roles, and responsibilities, etc.</li> </ul>
Deliverables	<ul style="list-style-type: none"> <li>▶ Project kickoff deck</li> <li>▶ Project plan</li> <li>▶ Summary of interview insights</li> <li>▶ Visioning session for future state areas of prioritization</li> </ul>
Timeline	4 weeks
Cost	\$100,000

#### Proposed Team Structure

To execute these services, EY will staff the project according to the tables below:

Role	Primary Responsibility
<b>Engagement Lead</b> Brian Woods	Responsible for overseeing the execution of the workforce assessment, support staffing requirements and act as a single point of contact for any issue resolution
<b>Senior Manager</b>	Responsible for providing project management support, support kick-off and key meetings, and review deliverables
<b>Manager</b>	Responsible for conducting interviews and focus groups, reviewing current state workforce capabilities, developing future state workforce capabilities, and developing an implementation plan
<b>Process SMRs</b>	Responsible for conducting interviews, reviewing current state budget processes, and developing recommendations for Budget, Payroll, Procurement, and Real Estate processes

<b>Senior</b>	Responsible for supporting interviews, focus groups, reviewing current state workforce capabilities, developing future state workforce capabilities, and developing an implementation plan
<b>Staff</b>	Responsible for supporting interviews, focus groups, reviewing current state workforce capabilities, developing future state workforce capabilities, and developing an implementation plan

**Key Project Assumptions**

- Organizational assessment scope is limited to 50 county clerk office FTE roles.
- Position descriptions, role descriptions, process documentation, organizational charts, and other operational documents requested will be provided before project kickoff meeting.
- Leaders and employees will be available for 10 interviews and 2 focus groups.

**Your Specific Obligations**

Our ability to perform the Services in accordance with this project and fee schedule below, is dependent upon the following assumptions and upon the Oklahoma County Clerk’s performance of its responsibilities under this SOW and the Agreement:

- Oklahoma County Clerk will assign a qualified person to oversee the Services. Oklahoma County Clerk is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes
- Oklahoma County Clerk will work to provide timely and adequate access to project sponsor, key stakeholders and other Oklahoma County Clerk personnel needed to support Services and sufficiently knowledgeable about their business area’s needs and have the authority to represent their business area
- Oklahoma County Clerk will work to provide timely and adequate access to systems, documentation, data and other information needed to support Services, including those items provided to be furnished by the Oklahoma County Clerk and any 3rd Parties
- Oklahoma County Clerk will be responsible for the timeliness, completeness and/or accuracy of data used in completing the Services
- Oklahoma County Clerk shall identify and comply with all legal and other requirements applicable to the conduct of its business and other activities
- Oklahoma County Clerk is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes

**Other Provisions**

The Services are advisory in nature. Client shall assign a qualified person to oversee the Services. Client is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for its purposes.

EY will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by Client solely on information provided by Client vendors, directly or through Client. EY is not responsible for the completeness or accuracy of any such.

In performing the services, EY will not take any action that EY reasonably believes could impair EY's independence with respect to any of EY's audit clients or those of other EY Firms. For example, EY will not instruct, supervise or contract with an entity, without having first determined that such action would not impair EY's independence.

**Timetable**

Unless otherwise agreed, and subject to the terms of the Agreement, EY expects to perform the Services during the period from June 2024 to September 2024.

**Contacts**

Client has identified Maressa Treat as Client's contact with whom EY should communicate about these Services. Maressa will be the primary point of contact and Erin McConnell will assist administratively with schedules and prompt responses and be copied on all communication. Client's contact at EY for these Services will be Brian Woods and Kindell Walters.

**Fee Schedule**

We offer a fixed fee pricing structure for the workforce assessment as described in our staffing approach above, remote work with infrequent travel and is invoiced monthly. Total fees for the duration of Phase 1 are \$100,000.

	Fees
Phase 1	\$100,000

### Statement of Work

This Statement of Work, dated September 19, 2024 (this “SOW”) is made by Ernst & Young LLP (“we” or “EY”) and Oklahoma Office of Management & Enterprise Services (“OMES”, “you” or “Client”), for the benefit of the Oklahoma County Clerk, and is a Contract Document in connection with SW No. 1050 (“Contract”) between the State and Supplier. Unless otherwise indicated herein, capitalized terms used in this Agreement without definition shall have the respective meanings specified in the Contract.

#### Scope of Services

The Oklahoma Office of Management and Enterprise Services, on behalf of the Oklahoma County Clerk, has requested an EY Team to provide a workforce assessment for Oklahoma County Clerk.

The EY scope of services will comprise of the following activities and deliverables:

Key Activities	Phase 2	Phase 3
	<ul style="list-style-type: none"> <li>▶ Government budget subject matter resource to review existing County Clerk budget processes and provide process improvement recommendations</li> </ul>	<ul style="list-style-type: none"> <li>▶ Develop future-state recommendations related to organizational structure (e.g., HR, finance function), people (e.g., resource and training), process (e.g., budget, real estate, payroll, and purchasing processes), and the usage of technology within the County Clerk’s office</li> <li>▶ Develop 30-60-90+ day implementation roadmap based on future-state recommendations</li> </ul>
Deliverables	<ul style="list-style-type: none"> <li>▶ Current-state budget process maps for Oklahoma County Clerk’s office and recommendations at the level 1/level 2 functional processes</li> </ul>	<ul style="list-style-type: none"> <li>▶ Future-state recommendations report pertaining to organizational structure, people, process, and the use of technology within the County Clerk’s office</li> <li>▶ Implementation roadmap for sequencing of recommendations in the next 30-60-90+ days</li> </ul>
Timeline	3 weeks	3 weeks
Cost	\$75k	\$75K

#### Proposed Team Structure

To execute these services, EY will staff the project according to the tables below:

Role	Primary Responsibility
<b>Engagement Lead</b> Brian Woods	Responsible for overseeing the execution of the workforce assessment, support staffing requirements and act as a single point of contact for any issue resolution
<b>Senior Manager</b>	Responsible for providing project management support, support kick-off and key meetings, and review deliverables
<b>Manager</b>	Responsible for conducting interviews and focus groups, reviewing current state workforce capabilities, developing future state workforce capabilities, and developing an implementation plan

<b>Budget SMR</b>	Responsible for conducting interviews, reviewing current state budget processes, and developing recommendations for budget
<b>Senior</b>	Responsible for supporting interviews, focus groups, reviewing current state workforce capabilities, developing future state workforce capabilities, and developing an implementation plan
<b>Staff</b>	Responsible for supporting interviews, focus groups, reviewing current state workforce capabilities, developing future state workforce capabilities, and developing an implementation plan

### **Key Project Assumptions**

- ▶ OK County Clerk staff will be available for additional interviews and focus groups as needed throughout the duration of this assessment.

### **Your Specific Obligations**

Our ability to perform the Services in accordance with this project and fee schedule below, is dependent upon the following assumptions and upon the Oklahoma County Clerk's performance of its responsibilities under this SOW and the Agreement:

- ▶ Oklahoma County Clerk will assign a qualified person to oversee the Services. Oklahoma County Clerk is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes
- ▶ Oklahoma County Clerk will work to provide timely and adequate access to project sponsor, key stakeholders and other Oklahoma County Clerk personnel needed to support Services and sufficiently knowledgeable about their business area's needs and have the authority to represent their business area
- ▶ Oklahoma County Clerk will work to provide timely and adequate access to systems, documentation, data and other information needed to support Services, including those items provided to be furnished by the Oklahoma County Clerk and any 3rd Parties
- ▶ Oklahoma County Clerk will be responsible for the timeliness, completeness and/or accuracy of data used in completing the Services
- ▶ Oklahoma County Clerk shall identify and comply with all legal and other requirements applicable to the conduct of its business and other activities
- ▶ Oklahoma County Clerk is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes

### **Other Provisions**

The Services are advisory in nature. Client shall assign a qualified person to oversee the Services. Client is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for its purposes.



EY will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by Client solely on information provided by Client vendors, directly or through Client. EY is not responsible for the completeness or accuracy of any such.

In performing the services, EY will not take any action that EY reasonably believes could impair EY's independence with respect to any of EY's audit clients or those of other EY Firms. For example, EY will not instruct, supervise or contract with an entity, without having first determined that such action would not impair EY's independence.

**Timetable**

Unless otherwise agreed, and subject to the terms of the Agreement, EY expects to perform the Services during the period from September 2024 to early November 2024.

**Contacts**

Client has identified Maressa Treat and Erin McConnell as Client's contact with whom EY should communicate about these Services. Client's contact at EY for these Services will be Brian Woods and Kindell Walters.

**Fee Schedule**

We offer a fixed fee pricing structure for the workforce assessment as described in our staffing approach above, remote work with infrequent travel and is invoiced monthly. Total fees for the duration of the SOW are \$150,000.

Fee Schedule	Fee
Phase 2	\$75,000
Phase 3	\$75,000

Signature\_\_\_\_\_

Date\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

Oklahoma County



PURCHASE ORDER  
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22500650-01 FY 2025 H

BILL TO  
OKLAHOMA COUNTY CLERK  
320 ROBERT S. KERR  
SUITE 203  
OKLAHOMA CITY , OK 73102

VENDOR SHIP TO  
ERNST & YOUNG U.S. LLP OKLAHOMA COUNTY CLERK H  
320 ROBERT S. KERR  
200 PLAZA DRIVE SUITE 2222 SUITE 203  
OKLAHOMA CITY, OK 73102

SECAUCUS, NJ 07094  
  
Tel# 405-278-6800 Requisition  
12500817

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
07/02/24	004851			County Clerk

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	sw1030- Professional Service- Organizational Assessment	250000.00		1.000	250,000.00
				PO TOTAL	250,000.00

\*\* END OF REPORT - Generated by Amber Harris \*\*