

# CITY OF ST JOSEPH

## REQUEST FOR PROPOSAL

NO RFP2021-21

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Proposals Must Be Received No  
Later Than

Time: 4:00PM Date: 03/30/2021

For Information Contact

Purchasing

at (816) 271-4696

This document constitutes a request for sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein. All documents included in submission are to be of public record.

**Proposals must be mailed or delivered to the Division of Purchasing, 1100 Frederick Avenue Room 201, St. Joseph, MO 64501.**

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### Auditing Services

**Please complete, sign and return this form with the proposal**

**Please have the Bid Name and Number on the outside of the sealed proposals.**

The offeror must provide all information required in this document pursuant to the specifications attached and included herein.

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The offeror hereby agrees to provide the services and/or items at the prices quoted, pursuant to the attached terms and conditions of Request for Proposal or Invitation to Bidders and Terms and Conditions of Purchase, and further agrees that when this document is countersigned by an authorized official of the City of St. Joseph, a binding contract, as defined herein, shall exist between the offeror and the City of St. Joseph.

#### SIGNATURE REQUIRED

Offeror's Signature: \_\_\_\_\_ Offeror's Printed Name: \_\_\_\_\_ Title : \_\_\_\_\_

Company Name: \_\_\_\_\_ Date of Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

CITY OF ST. JOSEPH  
PURCHASING DIVISION  
TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL  
OR INVITATION TO BIDDER

1. PREPARATION OF BIDS

- a. Bidder's are expected to examine the specifications, delivery schedule, bid prices, and all instructions of the Request for Proposal or Invitation to Bid. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price(s) will govern. In case of an identified mistake in calculation the City may, but is not obligated to, correct the calculation based on the unit price submitted by the bidder.
- b. Any manufacturer's names, trade names, brand names, information, and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid on alternate brands will be received and considered in complete compliance with the specifications as listed on the bid forms.
- c. All supplies and equipment offered in a bid must be new and of current production unless the Request for Proposal or Invitation to Bidder clearly specifies that used or reconditioned supplies or equipment be offered.
- d. Firm fixed prices shall be bid and include all packing, handling, and shipping charges.
- e. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days (90) from bid opening and for the specified contract period.

2. TAX EXEMPTION

- a. Do not bill federal tax. Certificate number 44-6000256.  
Do not bill state tax. Certificate number 12493457.

3. SUBMISSION OF BIDS

- a. A bid submitted by a bidder must (1) be manually signed by the bidder on the Purchasing Division's Request for Proposal or Invitation to Bidder, (2) contain all requested information, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to: the Purchasing Division, 1100 Frederick Avenue, Room 201; St. Joseph, MO 64501, and officially clocked in no later than the exact time and date specified on the Request for Proposal or Invitation to Bidder.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the official closing date and time.
- c. Submission of this bid constitutes an assignment by the bidder to the City of all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as the result of or in relation to the particular good or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.

4. MODIFICATION OR WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. Written notice may be in the form of an email provided the email is actually received by the Purchasing Agent prior to the official closing date and time specified; any email that is not actually received, whether due to a delay in delivery, delivery to a filtering service that does not release the email, or other failure in delivery shall not be deemed to be a written notice of modification or withdrawal. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

- b. After the official closing date and time, no bid may be modified or withdrawn.

5. BID OPENING

- a. Bid openings shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegraph, email, or telephone will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

6. AWARDS

- a. Unless otherwise stated in the Price Inquiry, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- c. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the Price Inquiry and (2) is the lowest and best bid, considering price, responsibility of the bidder, the best interest of the City, and all other relevant factors. When multiple bidders are equally responsible and qualified and submit equivalent bids, those bidders that are equally responsible and qualified and submit equivalent bids may be allowed to submit a subsequent lower bid price in accordance with a schedule established by the Purchasing Agent; such bid price must be submitted in a sealed envelope or container clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the closing date and time established by the Purchasing Agent; the submission may modify only the bid price.
- d. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies, or services described therein shall constitute a contract between the bidder and the City; and shall bind the bidder to furnish and deliver at the price, and in accordance with the conditions of said accepted bid and detailed specifications.
- e. The City of St. Joseph is not obligated for expenditures unless funds have been encumbered by Purchase Order or Contract. The completion of the "Notice of Award" by the City is not an authorization for shipment or to proceed with services.

7. OPEN COMPETITION

- a. It is the intent and purpose of the Purchasing Division that the Price Inquiry permits free and open competition. However, it shall be the bidder's responsibility to advise the Purchasing Division if any language, requirements, or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a bid. The notification should be received by the Purchasing Division at least ten days prior to the Price Inquiry closing date and time. The bidder may submit notification after the bid closing providing sufficient time is permitted for a thorough review by the Purchasing Division and its decision will be final.

# **CITY OF ST. JOSEPH, MISSOURI**

## **Request for Proposal for Annual Audit Services**

### **General Description of Requested Services**

Annual audit and audit related services for the City's Comprehensive Annual Financial Report, OMB Circular A-133 Report and City of St. Joseph Police Pension Report.

### **Term of Contract/Agreement**

Five (5) annual fiscal periods for years ending June 30, 2021 through June 30, 2025 subject to annual appropriation by the City Council.

### **Selection Process**

The City's selection process will depend on the number and quality of responses received. Generally, the City identifies four or five City staff to participate in the review and analysis of auditing service proposals. Staff narrows the candidate list to fewer than six for further comparisons and assessments. Staff then determines the need for additional inquiries, document gathering and/or oral presentations. Once this process is completed, staff notifies the successful firm, works the details of the auditing service agreement and submits the agreement to the City Council for approval. Annually, thereafter, City staff reauthorizes the annual service agreement via Council Resolution. At the conclusion of the service agreement period (5 years) the City must repeat the RFP process during which the former or current auditing firm will be allowed to propose. There is no City requirement for replacing the City's former or current auditing firm.

### **Timetable**

The City will use the following timetable resulting in the selection of the successful firm on or before June 1, 2021:

February 27, 2021	Advertise Request for Proposals
March 30, 2021	Proposals due by 4:00 P.M.
April 8, 2021	Select finalists for interviews
April 19-23, 2021	Conduct interviews with finalists
May 3, 2021	Recommend approval of auditing firm to the City Manager and City Council

### **Minimum Qualifications**

Proposing firms must be able to demonstrate the following:

- (1) Five years municipal government, CAFR, OMB A-133 and pension (defined benefit) plan auditing and report preparation/auditing experience.
- (2) Extensive knowledge and practical application of all GASB Statements and other significant standards recently adopted.
- (3) Location and sufficient number of adequately trained and experienced staff.
- (4) Ability to complete all aspects of the audit engagement, including report delivery and management letter, on or before November 30 each year.
- (5) Submit proof of the following types of insurance coverage & limits:
  - (a) General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate
  - (b) Cyber - \$2,000,000 minimum

# **CITY OF ST. JOSEPH, MISSOURI**

## **Request for Proposal for Annual Audit Services**

- (c) Professional Liability - \$1,000,000 per claim/ \$2,000,000 aggregate
- (d) Workers Compensation – Per Statutory Requirements
- (e) Business Auto - \$1,000,000 minimum
- (6) Comprehensive annual fee proposal for each of the five annual fiscal periods including travel, contingencies and other reimbursable costs.

### **Audit Approach and Audit Costs**

Responses to the Request for Proposals shall include the following information:

- Describe how the audit will be conducted and the approach to conducting the examination.
- Describe any pre-audit procedures your firm prefers to complete prior to fiscal year end.
- Submit a work plan that includes time estimates for each significant segment of work and the personnel assigned to each.
- Provide report with a listing of schedules to be prepared by City staff to the firm with estimated dates required.
- A complete timetable of the audit.
- Describe your firm’s quality control policies and procedures. State whether or not those policies and procedures are subjected to the profession’s “peer review” program to provide for an independent review of their effectiveness.
- Give any additional information considered essential to this proposal.

Proposing firm should include schedule of fees to be billed and payable upon completion of the audit for each of the five years of the audit engagement:

- Estimate of total man hours by staff level to be expended and related costs.
- Any estimated indirect costs.
- Any equipment and material costs.
- Any travel or per diem rates.
- Total audit costs.
- Manner of billing and payment.

### **Submission**

Six (6) copies of the proposal, one of them being unbound, will need to be submitted by 4:00 P.M. on March 30, 2021 to the Purchasing Division, City of St. Joseph, 1100 Frederick Avenue, Room 201, St. Joseph, Missouri 64501.

### **Content of Auditing Service Proposals**

The City places no restrictions on the nature or quality of auditing service proposals. While the City encourages the submission relevant, timely and user-friendly information, we will accept and, time permitting, review all submitted materials. Proposals may include information in audio, video or hard copy media. At the present time we cannot accept proposals submitted via fax, internet or other telephonic media.

# **CITY OF ST. JOSEPH, MISSOURI**

## **Request for Proposal for Annual Audit Services**

### **Other Pertinent Information**

- (1) City accounting staff prepares the CAFR document.
- (2) Auditing firm prepares the OMB Circular A-133 and Police Pension financial reports.
- (3) Fiscal year end – June 30.
- (4) City data:
  - Total annual budget - \$167,000,000
  - Federal Awards - \$15,927,130 / Major Programs 3-5
  - Total City population – 76,780
  - Total number of major funds – 6
  - Total number of funds – 30
  - Total number of departments – 18 to 22
  - Total number of full time City employees – 656
  - Total number of full time Administrative Services Department employees – 25
  - Total number of full time Accounting Division employees – 3
  - Consecutive years receiving unqualified audit opinion – 32
  - Consecutive years receiving GFOA Excellence in Financial Reporting Award – 30
  - Management letter comments/concerns – minimal
  - Number/dollar value of year end audit adjustments – minimal
  - Major known contingencies and/or uncertainties – none
  - Form of Government – City Council/Manger + Charter City

### **City Contacts**

The latest audited financial reports can be accessed on the City of St. Joseph, Missouri website:

[www.stjoemo.org](http://www.stjoemo.org)

For additional information, please contact:

Tom Mahoney, Administrative Services Director (816) 271-4759 or  
Cindy McDermott, Accountant (816) 271-4820 or  
Summer Deatherage, Purchasing (816) 271-4696

### **Additional Statements**

For the past five (5) years, the City has been audited by CliftonLarsonAllen LLP. The City's relationship with CLA and previous outside auditing firms has always been cordial and professional. The current RFP is solicited due solely to the expiration of the City's current auditing service agreement. Accordingly, issuance of the RFP reflects no dissatisfaction, whatsoever, with CLA, its staff or services provided. It is the City's practice to solicit proposals from the current service provider.

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES, made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF ST. JOSEPH, MISSOURI, a Municipal Corporation, hereinafter referred to as the “CITY”, and \_\_\_\_\_, hereinafter referred to as the “AUDITOR”.

WITNESSETH:

THAT WHEREAS, by the terms and provisions of Section 3.8 of the Charter of the City of St. Joseph, Missouri, the City Council is required to provide that an annual, independent audit of the CITY’s books and records be made by certified public accountants who have no personal or financial interest, direct or indirect, in the fiscal affairs of the CITY, or of any of its officers, and who are experienced and qualified in municipal and governmental auditing.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, the receipt and adequacy of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

- A That the AUDITOR shall conduct an examination and audit encompassing all funds for the City of St. Joseph, Missouri’s Comprehensive Annual Financial Report, OMB Circular A-133 Report and City of St. Joseph Police Pension Report as specified in the request for audit proposals and proposal for audit services on file in the office of the City Clerk, as more specifically set out in Exhibit A, Scope of Work.
- B The CITY shall pay AUDITOR for the proper performance of the Services at the hourly rates set forth on Exhibit B, provided, that the total of all payments based upon the hourly rates shall not exceed the maximum sum of \$\_\_\_\_\_ for the year ending June 30, 2021, \$\_\_\_\_\_ for the year ending June 30, 2022, \$\_\_\_\_\_ for the year ending June 30, 2023, \$\_\_\_\_\_ for the year ending June 30, 2024; and \$\_\_\_\_\_ for the year ending June 30, 2025 (the “Fee”). AUDITOR acknowledges that it is accepting and assuming certain liabilities and risks under this Agreement, and for the express purpose of inducing the CITY to execute this Agreement, AUDITOR agrees that all such liabilities and risks have been analyzed, assessed and included in the Fee.
- C The AUDITOR shall submit detailed invoices for the Services on a monthly basis. AUDITOR shall utilize the form of invoice approved by the CITY. The invoice shall describe with reasonable particularity the type and nature of each Service rendered, the date such Service was rendered, the classification and name of each person rendering each Service, the hours expended by each class of persons for each Service, the applicable hourly rate and the total amount charged for each Service. The period covered by each invoice shall be for Services rendered pursuant to this Agreement during the previous month.

- D The CITY may withhold monies otherwise due AUDITOR on account of AUDITOR's failure to perform in accordance with the terms and conditions of this Agreement and/or to satisfy any amounts payable to the CITY by AUDITOR under the terms of this Agreement. Within ten (10) days of exercising its right to withhold monies, the CITY will provide written notice to AUDITOR of the reasons therefor and shall thereafter provide AUDITOR with a reasonable opportunity to cure. When all reasons supporting the CITY's withholding have been removed to the CITY's reasonable satisfaction, the CITY agrees to pay promptly any monies withheld that are otherwise due AUDITOR.
- E The AUDITOR shall keep records relating to the Services and any and all expenses, costs, liabilities and fees related thereto in accordance with generally accepted accounting principles and shall make such records available to the CITY, its representatives and the representatives of any state, regional, federal or other agency providing funding for the Audit. All records shall be maintained by the AUDITOR for a period of five (5) years following completion of the Audit and shall be made available to the CITY, its representatives and the representatives of any state, regional, federal or other agency providing funding for the Audit.
- F This Agreement is specifically subject to annual confirmation by resolution of the City Council and that failure of the Council to ratify the continuance of said Agreement within ninety (90) days prior to the end of each fiscal year shall be cause for termination of the Agreement for that and all subsequent fiscal years.
- G Payment of the fee in each of these succeeding periods is subject to annual appropriation of the Council thereof.
- H Either party may cancel this Agreement upon ninety (90) days written notice during any fiscal year.
- I The AUDITOR shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract, AUDITOR shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. AUDITOR shall also affirm, by sworn affidavit, that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. AUDITOR agrees to abide by any and all rules promulgated by the attorney general that are designed to implement R.S.Mo. Sections 285.525-285.550.
- J The AUDITOR shall certify that it is aware of the provisions of the Missouri workers' compensation law which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the state statutes and that it will comply with such workers' compensation laws before commencing the performance of the work of this Agreement.
- K The AUDITOR shall indemnify and hold harmless the CITY and its consultants, officers, agents and employees from and against claims, damages, losses or expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the negligent performance of the AUDITOR's services hereunder and the contributory negligence of the AUDITOR and any third party regardless of whether or not such claim, damage, loss or expense is caused or is alleged to be caused in part by the negligence of a party indemnified

hereunder. The above-said right of indemnity shall be in addition to other rights of indemnity that the CITY may possess.

- 1 The indemnification obligation under Paragraph J and its subparts shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the AUDITOR under workers' or workmen's compensation acts, disability payment acts or other employee benefit acts.
  - 2 Except for professional liability insurance, all insurance required hereunder shall provide that the insurer's cost of providing the insured(s) a defense and appeal, including attorneys' fees, shall be supplementary and shall not be included as part of the policy limits, but shall remain the insurer's separate responsibility. AUDITOR shall cause its insurance carriers to waive all rights of subrogation against the CITY and its officers, employees and agents.
  - 3 The AUDITOR shall indemnify and hold the CITY, its officer, agents, directors and employees, harmless from all wages and overtime compensation due to the AUDITOR's employees in rendering services pursuant to this Agreement, including payment of reasonable attorney's fee and costs in the defense of any claim made under the Fair Labor Standards act or any other federal or state law.
- L The AUDITOR agrees to secure and maintain for the periods set forth below, at the AUDITOR's sole cost and expense, the following insurance coverage in the form and in amounts not less than the amounts specified below:
- 1 The AUDITOR shall maintain at all times during the term of this Agreement and for a period of one (1) year, annually renewed thereafter, Professional Liability insurance covering claims arising out of the performance of the AUDITOR's services under this Agreement and for claims arising out of allegations of errors, omissions or negligent acts for which the AUDITOR may be liable, with a minimum policy limit of One Million Dollars (\$1,000,000.00) each claim, and Two Million Dollars (\$2,000,000.00) aggregate.
  - 2 The AUDITOR shall maintain at all times during the term of this Agreement and for a period of one (1) year thereafter comprehensive general liability insurance with a standard broad-form endorsement which shall protect the AUDITOR and the CITY, their agents, servants, employees, officers and consultants against claims in connection with or resulting from the AUDITOR's performance of this Agreement. Such insurance shall be endorsed to provide blanket contractual liability insurance and shall cover the AUDITOR's indemnity obligations contained in this Agreement, as well as other contractual liability. Such insurance shall have coverage with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. AUDITOR shall maintain Cyber Insurance with minimum limits of Two Million Dollars (\$2,000,000.00) each claim.
  - 3 The AUDITOR shall maintain at all times during the term of this Agreement and for a period of one (1) year thereafter business automobile insurance coverage for all owned, hired or non-owned vehicles utilized by the AUDITOR with minimum limits of coverage of a combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.
  - 4 The AUDITOR shall maintain at all times during the term of this Agreement an "all risk" property damage floater policy covering the AUDITOR's personal property and the



AUDITOR's equipment, whether owned, leased or rented by the AUDITOR. In addition, the AUDITOR shall effect "valuable paper" coverage in an amount equal to the cost to reproduce or replace data, maps, drawings, specifications and any other materials relating to the Audit.

- 5 The AUDITOR shall maintain at all times during the term of this Agreement insurance coverage:
  - a) Claims under workers' or workman's compensation, disability benefit and other similar employee benefit laws;
  - b) Claims for damages because of bodily injury, occupational sickness or disease or death of the AUDITOR's employees under any applicable employer's liability law; and
  - c) Claims for damages for bodily injury, sicknesses or disease or death of persons other than the AUDITOR's employees.
  - d) The AUDITOR shall also provide and maintain any type of insurance not described above which it requires for its own protection or on account of statutes.
  - e) The AUDITOR's commercial general liability policy and business automobile liability policy, as set forth above, shall be endorsed to include the CITY as an additional insured. Further, the AUDITOR's "all-risk property damage policy" shall cover the City's interest in such property.
- M All insurance required hereunder shall not be subject to a deductible amount on a per-claim basis of more than Ten Thousand Dollars (\$10,000.00) and shall not be subject to an aggregate deductible of more than Twenty-Five Thousand Dollars (\$25,000.00). The AUDITOR's comprehensive liability policy, business automobile liability policy and "all risk" property damage policy, as set forth above, shall be on an occurrence basis.
- N All insurance coverage procured by the AUDITOR, with the possible exception of workers compensation insurance coverage, shall be provided by insurance companies having policyholder ratings not lower than "A-" and financial ratings not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of this Agreement and subsequently in effect at the time of renewal of any policies required hereunder; or policyholder ratings otherwise deemed acceptable by the CITY.
- O The AUDITOR shall provide certificate(s) of insurance to the CITY before the AUDITOR shall be entitled to any sum of money payable under this Agreement. All certificates shall be executed by a duly authorized agent of each of the applicable insurance carriers and state that at least thirty (30) days' notice shall be given to the CITY before any policy covered thereby is changed or canceled. Such certificate shall be in a form acceptable to the CITY. The AUDITOR shall have the obligation to provide additional certificate(s) evidencing continuation of coverages with respect to insurance coverages that are to remain in force after completion of the Audit as set forth in this contract.

- P The maintenance in full current force and effect of such terms and amounts of insurance shall be a condition precedent to the AUDITOR's exercise or enforcement of any rights under this Agreement.
- Q The AUDITOR hereby waives all rights to assert any claim against the CITY with respect to any loss or damage howsoever caused to the extent any such loss or damage is covered by insurance including deductibles or self-insurance. The AUDITOR and its insurers hereby waive all rights of subrogation.
- R If a part of the Work hereunder is performed by a consultant or subcontractor of the AUDITOR, the AUDITOR shall cover any and all consultants and subcontractors in its policies and require each consultant or subcontractor to secure and maintain insurance against all applicable hazards or risks of loss and in the amounts and forms set forth in this contract.
- S That both parties recognize that this Agreement is one for personal services and cannot be transferred, assigned or sublet by either party without the prior written consent of the other.
- T That this Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.
- U That the AUDITOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY.
- V That if any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby; to the contrary, the illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.
- W That this document, and its attachments, contains all the terms and conditions of this Agreement, and any alteration or variations of the terms of this Agreement shall be invalid unless made in writing and signed by the parties. There are no other understandings, representations or agreements, written or oral, not incorporated herein.
- X All information, electronic data, documents, specifications, plans, computer discs, diskettes, and reports which contain information relating to AUDITOR's performance hereunder or which are originated and prepared for the CITY pursuant to this Agreement (the "Documents"), regardless of any disputes between the CITY and AUDITOR, are the property of the CITY who shall have all ownership rights to the Documents free of any retention rights of AUDITOR. Accordingly, the CITY shall have the right to use, duplicate and disclose in whole, or in part, the Documents and to authorize others to do so for any proper purposes.
- Y The AUDITOR shall not duplicate or disclose the Documents, in whole or in part, in any manner, without the prior written approval of the CITY.

IN WITNESS WHEREOF, the parties have executed this Agreement, the date and year first above written.

CITY OF ST. JOSEPH, MISSOURI

AUDITOR

\_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

A T T E S T:

A T T E S T:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney