

Johnson County Commission

Troy A. Matthews
Presiding Commissioner

John L. Marr
Commissioner, Eastern District

Charles Kavanaugh
Commissioner, Western District

Diane Thompson
County Clerk



Johnson County Courthouse
300 N. Holden Street, Suite 203
Warrensburg MO 64093
660-747-2112
www.JoCoCourthouse.com
CountyCommissioners@jocomo.gov

SOLICITATION TITLE: Independent Auditing Services

SOLICITATION TYPE:

- = Full / Formal Bid for Products *or* Materials *ONLY*.
- = Full / Formal Bid for Products *and* Services.
- = Full / Formal Bid for *Services ONLY*.
- = Full / Formal Request for Proposals.
- = Full / Formal Request for Qualifications.

SCHEDULE & DEADLINES:

DATE OF ISSUANCE	June 6, 2024
QUESTIONS AND CLARIFICATIONS DEADLINE	1:30 p.m. on Friday, June 21, 2024
BID SUBMISSION DEADLINE	2:00 p.m. on Monday, July 1, 2024
COUNTY CONTACT PERSON	Jennifer Powers, Chief Deputy Clerk
COUNTY CONTACT INFORMATION	(660) 747-6161 clerk@jocomo.gov

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Request for Bid Title/Name: **Independent Auditing Services**
PLEASE MARK YOUR ENVELOPE "**SEALED BID – AUDIT**"
RETURN ONE (1) ORIGINAL & TWO (2) HARD COPIES.

Bid Submission

Location / Mail Address: Johnson County – County Clerk
Attn: Diane Thompson, County Clerk
300 North Holden Street, Suite 201
Warrensburg, Missouri 64093
Phone: (660) 747-6161

Bid Opening

Location / Address: Johnson County Courthouse - Commission Chambers
300 N. Holden Street
Warrensburg, Missouri 64093

The undersigned certifies their authority to bind this vendor in an agreement to supply the products, or services, in accordance with all terms, conditions, and pricing specified herein.

Bidder is REQUIRED to complete, sign and return this form with their submittal to our solicitation as well as **initial all pages**. By initialing each page, you are acknowledging having thoroughly read and agreeing to each item on the page, any page not initialed will be considered non-responsive and may be disqualified. *An authorized signature and email address, printed clearly is mandatory, lack thereof *may* result in a determination of "Non-Responsive" and disqualify from participation.

Company Name

Authorized Person (Print)

Address

*Signature

City / County / State / Zip

Title

Telephone #

Fax #

Date

Federal Tax ID #

*E-mail (MUST be legible.)

Entity Type (Corporation, LLC, Sole Proprietor,
Partnership)

INTRODUCTION & BASIC PROCESSING INFORMATION:

All formal invitations for bid are handled by the Johnson County Clerk.
Sealed bids cannot be emailed and must either be delivered by hand, courier, or U.S.P.S.
Read ALL solicitation documents closely. Note any/all special dates and submit your response as soon as possible.
See Item 1.15 for the process to submit questions.

1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1. Sealed & Marked: Responses must be submitted in a sealed envelope or box with the outside marked as indicated on page 2. List the bid name on the outside surface of the box or envelope and note "Response to Request for Bid enclosed" with a return name & address. No fax or electronic transmitted responses will be accepted.
- 1.2. Submittal: Sealed responses may be submitted to the Johnson County Clerk until the bid submission deadline and time indicated herein, subject to Instructions and General Conditions and any special conditions. Sealed Responses must be delivered before "Bid Submission Deadline" as listed on page one, to the Johnson County Clerk as listed on page two. It is the Bidder's responsibility to ensure responses are delivered in a timely fashion to the Clerk's Office. Courier or hand delivery is recommended.
- 1.3. Late Packages: The County will not accept any response received after the bid submission deadline time. Late arrivals are considered "NON-RESPONSIVE" and will not be opened or returned.
- 1.4. Opening: Bids will be opened publicly at "Opening Date/Time" and read aloud. All responses will be considered public information as soon as they are opened and become a part of the public record to be released to any person or firm who formally requests a copy.
- 1.5. Award/Timeline: Recommendation for award will be made formally to the Johnson County Clerk as soon as possible after a complete departmental review. Updates may be sent via email should the award process become delayed, 10 or more days, for any reason.
- 1.6. Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Johnson County Commission.
- 1.7. Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, or preparing information to respond to this solicitation.
- 1.8. Presentations/Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of *or* from any/all Bidders prior to selection. The County will not be liable for ANY costs incurred by the Bidder in connection with such interviews, presentations, or inspections.
- 1.9. Bid Term: All Responses submitted shall be binding and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing/Costs submitted with a response must be honored for that set timeframe. Submitted pricing, once opened, cannot be changed for any reason. Any such changes will disqualify that response.
- 1.10. Bid Rejection: The Johnson County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.
- 1.11. Multiple Awards: Responses may be awarded to one company or multiple companies, when such award is deemed in the best interest of the County.
- 1.12. Payment Terms: Standard payment terms are *Net 30* after receipt of an invoice. The County cannot, and will not, agree to any other payment terms. Once products, or services, are received and accepted, Johnson County will process payment in full. Invoices need to be issued and mailed to the requesting department - not to the Clerk. Requests for credit applications and deposits are not necessary and will – in most cases – not be processed or accepted.
- 1.13. Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in the response being disqualified.
- 1.14. Bid Results: Bid results are posted on the County website at: <https://jococourthouse.com/bids.html> Please do not call for results. An email address, not a website, MUST be provided in order to receive award results. Final award results are by email only and will be emailed to all responding Vendors.
- 1.15. Questions: All questions regarding this solicitation must be submitted to Jennifer Powers via email by the time indicated on page 1. Any/all solicitation questions that result in modifications will be combined into one written Addendum with answers and explanations to cover any/all new issues.
- 1.16. Addendum: If it becomes necessary to revise any part of this solicitation due to a significant question received which could impact specifications; a written Addendum will be issued to explain any new/necessary modifications. Addenda are valid only if in writing and issued by the Johnson County Clerk's Office. Any necessary Addendum will be emailed as close as possible to the day following the question submission deadline to all parties who had previously been part of the original Direct Bid Invitation email or had made email contact during the open questioning timeframe. Any necessary Addendum will be posted on the Johnson County website with the original solicitation. When an Addendum is necessary, Bidders are required

to formally respond. Follow the instructions as indicated in the Addendum. An indication will be in red and placed at the end of the affected proposal.

- 1.17. Response Content: In order to enable direct comparison of competing responses, Bidders must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All responses must be submitted using the forms provided herein. Every question should be answered. If not applicable, the section should contain "N/A."
- 1.18. Award of Contract: Any award agreement shall take effect upon the approval by the Johnson County Commission. Multiple awards may be made on the basis of a primary, secondary, and tertiary vendor. The primary vendor shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary vendor, then tertiary vendor. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this solicitation will be considered "Non-Exclusive". The County reserves the right to obtain service, or product(s), from other vendors when it is in the best interest of the County.
- 1.19. Agreement: The selected vendor(s) will be required to enter into a written agreement with the County, in cooperation with the County's Legal Services Department and completed to the mutual satisfaction of the parties, consistent with the RFB and response. The RFB and response documents submitted by the successful Bidder will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: ___" at the bottom of the page after completing said page. Any responses not complying with this condition may be considered non-responsive.
- 1.20. Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at <https://jococourthouse.com/bids.html> If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results.
- 1.21. Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of responses.
- 1.22. Rejection or Correction of Responses: Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, neither affected by law nor at substantial variance with bid conditions, may be waived at the County's discretion whenever it is determined to be in the best interest of Johnson County, Missouri.
- 1.23. Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost.
- 1.24. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 1.25. Sunshine Law: All responses to this request will be considered public information as soon as they are opened and become a part of public record subject to disclosure to any person or firm that requests it. Requests for copies of responses, must be made through the Johnson County Clerk's Office ((660) 747-6161) by submitting a Public Service Request Form (PSR). Charges for time spent as well as a cost per page apply and may be collected prior to the making of copies.

2. SPECIFICATIONS AND BID RESPONSE PRICING

The Johnson County Clerk's Office will accept and the County Commission will review responses to this RFB in an effort select a single firm of certified public accountants to provide Independent Auditing Services at the best and lowest cost to the County. Johnson County desires to establish a working agreement of at least three (3) years with the firm selected. For this reason, we are asking each firm to list the fees for audits of years 2024, 2025, and 2026. However, the County reserves the right to accept the proposal on a one-year basis.

Background: Johnson County, Missouri is a fourth-class county operating under the laws of second-class counties. According to the 2020 census, the County's population is approximately 54,010. The fiscal year 2024 General Fund and total budgets are \$11,903,000 and \$46,000,000 respectively. A copy of the 2024 budget is available for review on the county's website (www.jococourthouse.com) and the 2022 audit is available in electronic format for review through a Public Service Request.

Accounting: The County Auditor will not record fixed assets or infrastructure. The County currently uses an accounting software program, Computer Information Concepts, located in Greeley, Colorado, running on a Windows web based operating system for budgeting/accounting/payroll. Financial Statements are currently generated by the County Auditor. Collector transactions are currently processed through GoverMentor and will

be transferred to Ulrich Software, located in Nixa, Missouri.

Principal departments, subject to the audit, include: American Rescue Fund Act Funds, Assessor, Associate Auditor, Building and Grounds, Court Reporter – Division I, Circuit Court – Division II, Circuit Court Administrative, Collector of Revenue, Commissioners Administrative, Coroner, County Clerk, County Commission, Emergency Management Agency, Funds 001 through 131, Human Resources, Juvenile Office, Prosecuting Attorney, Public Administrator, Recorder of Deeds, Recovery Court, Road and Bridge, Sheriff, Treasurer.

Officeholder agency funds, subject to agreed upon procedures, include: Circuit Clerk, Collector, Sheriff, Recorder

Use of County Facilities and Personnel: The County will provide an adequate work area for the auditing staff. County staff will be available to answer questions and for consultation as needed in order to expedite the audit fieldwork. The successful firm will present the audit findings to the Johnson County Commission. For questions concerning any listed specifications, contact Jennifer Powers, County Clerk Chief Deputy, in writing to clerk@jocomo.gov

Please check (✓) off the appropriate box to indicate compliance with the specifications. The County will always look for 100% COMPLIANCE. These “SPECIFICATIONS” and “STANDARD TERMS AND CONDITIONS” are critical to all County solicitations. If after reviewing each of the following items a potential participant is not able to comply with ALL requirements, reconsider whether to submit a bid response to the solicitation. All “D” check (✓) marks will be considered toward disqualification. Check every item. Any blank item in this section will be considered non-responsive and may disqualify.

C = Comply with item. (In some cases, this will serve as a simple acknowledgement.)

D = Do not / cannot comply with item.

C D

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<input type="checkbox"/> | <p>2.1 The successful firm shall audit the general-purpose financial statements of Johnson County as of and for the year ending December 31, 2024. The audit will result in the rendering of the auditor’s opinion of the financial statements prepared by the County. If the auditor’s opinion is other than unqualified, the reasons for qualifying the opinion, disclaiming the opinion or rendering an adverse opinion will be furnished to the County on a timely basis. The successful respondent shall furnish all labor, materials, and equipment necessary to perform the work required.</p> <p>2.2 Anticipated Project Schedule: The anticipated schedule for completing this project should include a pre-audit planning meeting, a schedule for field work, and presentation of the management letter to the Johnson County Commission. During the pre-audit planning meeting a final schedule will be developed and agreed to by both parties. Both parties will be required to adhere to this schedule. Changes or deviations from the schedule are not allowed unless authorized by the Johnson County Auditor in writing.</p> <p>2.3 The audit shall include examinations of the financial and other records of the various departments and funds of the County in accordance with the generally accepted government auditing standards for financial and compliance audits as promulgated by Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the comptroller general of the United State, Audits of State and Local Governments, Circular A-133, issued by the Office of Management and Budget, and Audits of State and Local Government Unit, issued by the American Institute of Certified Public Accountants and any other applicable professional standards.</p> <p>2.4 Minimum Respondent Qualifications:</p> <ul style="list-style-type: none"> - Respondents must be independent certified public accountants, licensed in the State of Missouri. - Respondents must have qualified personnel with a governmental accounting background. <p>2.5 Contractor Responsibilities:</p> <ul style="list-style-type: none"> - Prepare a detailed management letter of County issues with recommendations for improvement in internal controls, management weaknesses observed, legal compliance, accounting systems, and procedures. This letter shall be issued under separate cover and presented to the Johnson County Commission and Auditor. |
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- To obtain and compile component unit information and insure that same is appropriately presented in the general purpose financial statements; to prepare footnotes and other required supplementary disclosures, subject to County Auditor approval.
- Provide 15 hard copies and one copy in electronic format of the auditor's report, the financial statement, and schedules, the agreed upon procedures report, and the report on legal compliance and internal accounting control weaknesses.
- Make working papers available to the County Auditor, Federal Agencies, or the Missouri State Auditor's Office upon request.
- Partner in charge of the audit shall be available to attend one public meeting at which the audit report will be discussed.
- Prepare and create agreed upon procedures report for officeholder agency funds under the American Institute of Certified Public Accountants (AICPA) attestation standards. As applicable, for each officeholder and department that received and disbursed funds:
 - a. For a selected month
 - (1) For each bank account, review the bank reconciliation for accuracy and completeness.
 - (2) Trace amounts from the officeholder's monthly report to their registers.
 - (3) Agree payments as noted on the monthly report to the bank statement where cleared.
 - (4) Examine safekeeping receipts for adequacy of collateral.
 - b. Select three (3) transactions from source documents, recalculate the total fee charged and the distribution, and trace to their detail registers.
 - c. Discuss the recommendations made in the prior year's management letter with the officeholder and document any changes in accounting procedures.
- Prepare and complete the data collection form SF-SAC for remittance to the Single Audit Clearing House, if applicable.

2.6 Insurance:

- The respondent shall purchase and maintain in force, at its own expense, such insurances that will protect the respondent and County from claims which may arise out of or result from the respondent's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. The insurance shall be such as to fully cover the County and the general public from any and all claims for injury and damage resulting from any actions on the part of the respondent or their agents and employees as enumerated above. Respondent shall provide the County proof of this coverage.

2.7 Costs:

- Must include all required reports

Audit for the year ending December 31, 2024: \$ _____

Single Audit (if required) for the year ending December 31, 2024: \$ _____

Alternate Pricing:

Audit for the year ending December 31, 2025: \$ _____

Single Audit (if required) for the year ending December 31, 2025: \$ _____

Audit for the year ending December 31, 2026: \$ _____

Single Audit (if required) for the year ending December 31, 2026: \$ _____

2.8 Bid Submittal Requirements:

Respondents must submit their bid in strict accordance with the following format and presentation of materials utilizing the exact section headings and item numbers. Respondents must submit ALL information to be considered a responsive; bids may be rejected if required documentation is not included or completed at the discretion of the County. Bids should be prepared in strict accordance with requirements set forth, as follows:

A. Cover Sheet

1. Provide the full legal name of the Firm who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name, type of entity, and Federal Tax ID #.
2. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Firm.

B. Firm Information

1. Name, Address, Phone Number, Web Address
2. Firm – Year Established, Ownership Structure and History
3. Name, Address, Phone Number and Email Address of Project Manager assigned to this project
4. Name, Address, Phone Number and Email Address of person preparing and submitting the bid

C. Resumes and availability of key personnel and internal support staff – both clerical and professional to be assigned to this project. Include years with Firm, education, licensing, and years of experience for each. This includes interaction between the County's staff and the service team of the proposing Firm for periodic service issues and needs. Explanation of hours and hourly rates for each level of staff and all other expenses.

D. Firm Qualifications:

1. Description of Firm's professional and technical capabilities and qualifications directly related to this project
2. Stability of Firm of requested services
3. Existing capacity and capability to serve the County's needs in a timely manner
4. Examples of similar projects undertaken by the Firm in the past 24 months, including name and contact information that the County may contact

E. Scope of Services

1. Statement of understanding of the work to be done
2. Description of the audit approach including the date the audit will begin and end (including preliminary field work)

F. Request for Bids completed with all requested information including pages initialed.

G. Any Addendum Issued including pages initialed.

H. Firm's W-9

3. STANDARD TERMS AND CONDITIONS

C D

- ___ ___ 3.1 The awarded bidder shall furnish the goods or services described in Section 2. Specifications.
- ___ ___ 3.2 All pricing MUST remain in effect, without increase, for at least one year from the date of the effective date of the awarded contract. Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as the County is exempt.
- ___ ___ 3.3 The County will not be required to purchase any/all from a specific vendor, nor be held to any minimums/maximums, even if quantities are listed within the RFB or response.
- ___ ___ 3.4 Total bid price MUST include delivery to the address set forth in Section 2. Specifications. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid.
- ___ ___ 3.5 Include an updated W-9 form with company information and signature, with formal, legal, company name.
- ___ ___ 3.6 The Johnson County Commission has the right to accept or reject any part or parts of all bids, to waive any informalities or technicalities and to accept the offer the County Commission considers the most advantageous to the County. Johnson County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- ___ ___ 3.7 Bidders must use the bid forms provided, must return the completed bid and bid sheets, provide the unit price, quantity and extended totals, and sign the bid.
- ___ ___ 3.8 When products or materials of any particular manufacturer are mentioned in specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- ___ ___ 3.9 The delivery date shall be identified by specific date, unless otherwise indicated.
- ___ ___ 3.10 The County Commission reserves the right to cancel all or any part of an order if delivery is not made or work is not started or completed as guaranteed. In case of delay, the Contractor must notify the County Clerk's Office.
- ___ ___ 3.11 The County may utilize state or federal grant funds in the procurement of goods and services which may require a provider of goods or services to comply with certain state or federal laws, rules and regulations applicable to the funds and may require inclusion and compliance with certain contract clauses required by the state or federal government to an agreement with the County. Any questions regarding the applicability of state or federal requirements should be directed to the County Clerk's Office.
- ___ ___ 3.12 In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.
- ___ ___ 3.13 Should an audit of invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charge to the County above the contract terms, the Contractor shall issue a refund check to the County for any over-charges within 30 days of notification.
- ___ ___ 3.14 Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Johnson County, Missouri. Yes _____ No _____

4. FINAL COMPLIANCE CHECKLIST

By using the below table as a checklist you will help to ensure that your proposal is fully compliant before you seal it for submission. Your full proposal response needs to comply with **all** of the below listed requirements or it may **not** be included for consideration. **Use a checkmark (✓) next to each item to avoid leaving out required information or missing an instruction which could cause your response to be disqualified.** Please email or call Jennifer Powers (clerk@jocomo.gov | 660-747-6161) with any questions pertaining to these requirements or any other written instructions.

(✓) = Acknowledge intent to comply with or to have included the following items:

Item #	FINAL COMPLIANCE CHECKLIST	(✓)
4.1	The County will not accept any late proposals. Late packages will not be opened or returned.	
4.2	No fax or electronic transmitted proposals will be accepted.	
4.3	Remember to sign the mandatory proposal sheet. Missing signatures WILL disqualify.	
4.4	Illegible responses, including an unreadable email address, WILL disqualify.	
4.5	ALL pages of the bid document must be initialed by hand, not typed, on the bottom of each page.	
ITEMS TO BE INCLUDED IN BID SUBMITTAL PACKET		
4.6	Original bid response including issued addendum. Please indicate original.	
4.7	2 Copies of bid response including issued addendum (one sided copies only). Please indicate copy.	
4.8	W-9 Form: Include a current/signed W-9 form with your company's formal information.	

AGREEMENT FOR INDEPENDENT AUDITING SERVICES

THIS AGREEMENT dated the _____ day of _____ 2024 is made between Johnson County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and _____ of _____ (-hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. **Contract Documents.** The contract documents to this Agreement for the purchase of Independent Auditing Services ("Services") shall include the Contractor's bid response to County's Request For Bids: Independent Auditing Services and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.
2. **Contract Price.** Services provided under this Agreement shall not exceed the price as quoted in the attached bid response for fiscal year ending December 31, 2024, except that in the event expenditures of federal awards for the year ended December 31, 2024, exceed \$750,000, a single audit in accordance with the Uniform Guidance will be required and there will be an additional fee of \$_____ for those procedures. In the event of renewal of this Agreement, the parties agree that the Price subsequent fiscal years shall be governed by the RFB.
3. **Contract Duration.** This agreement shall commence on the date it is fully executed and extend for a period of one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed for fiscal years 2025, and 2026 on the same terms and conditions as set forth in the Contract Documents and this Agreement, by providing notice of the intent to renew to Contractor no later than December 1 of the fiscal year subject to the pricing clauses as agreed to, and offered by the Contractor's bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.
4. **Billing and Payment.** All billing shall be invoiced with specific department information and include reference RFB Independent Audit Services for tracking. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay one half of the agreed upon price at completion of field work and the remaining one half of the price upon receipt of the final audit report. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.
5. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.
6. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.
7. **Termination.** This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. Due to material breach of any term or condition of this Agreement, or
 - b. If in the opinion of the Johnson County Commission Services are delayed or are not provided in conformity with specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.
8. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Johnson County Missouri.

IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this Agreement.

"Contractor"

Johnson County, Missouri

Authorized Person (PRINT)

Title

Signature

Date

Address

Troy A. Matthews, Presiding Commissioner

John L. Marr, Eastern Commissioner

Charles Kavanaugh, Western Commissioner

Date

Diane Thompson, County Clerk

Attest:

AUDITOR CERTIFICATION: In accordance with 50.660 RSMo, I hereby affirm that as of _____ (date) there is a balance otherwise unencumbered to the credit of this appropriation and a cash balance otherwise unencumbered in the treasury to the credit of the fund (_____-_____-_____) from which payment is to be made, each sufficient to meet the obligation incurred. _____, Chad Davis, Johnson County Auditor