

**TERM AND SUPPLY AGREEMENT  
FOR  
PROFESSIONAL AUDITING SERVICES  
BETWEEN  
THE CITY OF COLUMBIA, MISSOURI,  
AND  
RUBINBROWN LLP**

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "CITY") and RubinBrown LLP, with an address of 7676 Forsyth Boulevard, Suite 2100, St. Louis, MO 63105, (hereinafter "CONSULTANT") is entered into on the date of the last signatory noted below (the "Effective Date"). CITY and CONSULTANT are each individually referred to herein as a "Party" and collectively as the "Parties."

**WITNESSETH:**

WHEREAS, CITY desires to engage retain CONSULTANT to render certain professional auditing services on an as needed and as requested basis; and

WHEREAS, CONSULTANT represents and warrants that CONSULTANT is equipped, competent, and able to provide all of the professional auditing services necessary or appropriate in accordance with this Agreement; and

WHEREAS, the Parties agree that this is a term and supply contract that the CITY may use in its sole discretion on Designated Projects and that CONSULTANT is not guaranteed any work unless the CITY's Representative authorizes CONSULTANT to perform work on a Designated Project in writing.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

**1. Definitions**

- a. "Designated Project" shall mean any project designated by the CITY's Representative in writing on which CONSULTANT shall provide professional and technical auditing services in accordance with this Agreement.
- b. "Representative of CITY" shall mean the City Manager or his designee.
- c. "Representative of CONSULTANT" shall mean Rick Feldt.

**2. Term**

- a. Initial Term: The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of one year.
- b. Renewal Term(s): The City may renew the Agreement for up to two additional, consecutive one year periods.

### 3. Pricing

- a. Hourly Rates for the Initial Term. CITY agrees to pay CONSULTANT on an hourly basis at the rates set forth herein:
  - i. Partner \$375.00/hour
  - ii. Senior Manager \$280.00/hour
  - iii. Manager \$250.00/hour
  - iv. Senior Staff \$225.00/hour
  - v. Staff \$200.00/hour
- b. Rate Increases. CONSULTANT may increase its hourly rates for each renewal term, provided CONSULTANT shall not charge CITY more than CONSULTANT's standard rates and further provided CONSULTANT shall not increase its rates more than five percent per renewal term.

### 4. Payment

- a. On Designated Projects, CONSULTANT may issue an invoice on a monthly basis for work performed and expenses since the preceding invoice or, if there was no preceding invoice, since the issuance of a notice to proceed.
- b. Conditioned upon acceptable performance. Provided CONSULTANT performs the services in the manner set forth in this Agreement and any Scope of Work and Audit Schedule authorized for a Designated Project, CITY agrees to pay CONSULTANT in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered on a Designated Project; provided, that where payments are to be made periodically to CONSULTANT for services rendered under this Agreement, CITY expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and materially satisfactory manner.
- c. CITY shall have ten (10) days from the date of receipt of the invoice to register CITY's disapproval of the work billed on that invoice. Following CONSULTANT's receipt of said disapproval, CONSULTANT shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, CONSULTANT shall notify CITY of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.

- d. Upon receipt of the invoice and progress report, CITY will, as soon as practical, pay CONSULTANT for the services rendered. CITY shall pay CONSULTANT within thirty (30) days of receipt of an invoice.

5. Costs Not to Exceed

- a. Total costs on all Designated Projects during the Initial Term shall not exceed one hundred thousand dollars (\$100,000.00).
- b. All obligations of the CITY under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

6. Designation and Authorization of Projects

- a. For each and every Designated Project, the Parties' Representatives shall mutually develop an Audit Scope of Work, Estimated Cost, and Audit Schedule, which shall be reduced to writing, signed and dated by the Representatives of the Parties.
- b. CONSULTANT shall not proceed with services until the City issues a notice to proceed with the Designated Project. The auditing services performed on a Designated Project shall comport to the requirements set forth in this Agreement and to those additional requirements set forth in the approved Audit Scope of Work and Audit Schedule.
- c. CONSULTANT shall notify the CITY's Representative if the Cost of the Designated Project will exceed the Estimated Cost. CITY's Representative, in its sole discretion, may stop notify CONSULTANT to stop work on a Designated Project.

7. Services and Performance Standards

- a. The services involve professional and technical auditing services on Designated Projects.
- b. Prior to beginning any work on a Designated Project, CONSULTANT shall resolve with CITY any perceived ambiguity in the Designated Project. CITY shall issue a written notice to proceed. CONSULTANT shall not prepare a written report unless the CITY directs CONSULTANT to do so.
- c. CONSULTANT shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If CONSULTANT fails to meet the foregoing standards, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct the material errors and omissions which are caused by CONSULTANT's failure to comply with the above standard.

- d. On Designated Projects, the CITY shall issue a notice to proceed and CONSULTANT shall proceed in accordance with the timeline contained in the approved Audit Schedule.
- e. Addition or Deletions to Services. CITY may add to CONSULTANT's services or delete therefrom on a Designated Project. CONSULTANT shall undertake such changed activities only upon the written direction of CITY. All such directives and changes shall be in written form and prepared and approved by the Parties. There shall be no change in the Audit Schedule on a Designated Project unless specifically identified and agreed to by CONSULTANT and CITY at the time such services are added or deleted.

8. Exchange of Data

All information, data, and reports in CITY's possession and necessary for the carrying out of the work, shall be furnished to CONSULTANT without charge, and the Parties shall cooperate with each other in every way possible in carrying out the Scope of Services on Designated Projects.

9. Personnel

CONSULTANT represents that CONSULTANT will secure at CONSULTANT's own expense, all personnel required to perform the services called for under this Agreement by CONSULTANT. Such personnel shall not be employees of or have any contractual relationship with CITY, except as employees of CONSULTANT. All of the services required hereunder will be performed by CONSULTANT or under CONSULTANT's direct supervision. All CONSULTANT's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of CITY.

10. Termination by CITY

a. Termination for Breach

Failure of CONSULTANT to fulfill CONSULTANT's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Project agreed to by both Parties shall constitute a breach of this Agreement, and CITY shall thereupon have the right to immediately terminate this Agreement. CITY shall give seven (7) days written notice of termination to CONSULTANT by one of three different means: Facsimile Transmission ("FAX") if CONSULTANT has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to CONSULTANT; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to

CONSULTANT or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, CITY, at its sole option, may utilize any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement prior to the date of termination. CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any such breach of this Agreement by CONSULTANT.

b. Termination For Convenience

CITY shall have the right at any time by written notice to CONSULTANT to terminate and cancel this Agreement, without cause, for the convenience of CITY, and CONSULTANT shall immediately stop work. In such event CITY shall not be liable to CONSULTANT except for payment for actual work performed prior to such notice and for the actual costs of preparations made by CONSULTANT for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, CITY, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at CITY's own risk and without any liability to CONSULTANT. Anticipatory profits and consequential damages shall not be recoverable by CONSULTANT.

11. Termination by CONSULTANT

CONSULTANT may terminate this Agreement without penalty to or further obligation to CITY: (a) if CITY breaches this Agreement and fails to correct such breach within 30 days of CONSULTANT providing notice of such breach., or (b) immediately upon notice to CITY if information comes to CONSULTANT's attention indicating that performing such tasks will cause CONSULTANT to be in violation of any applicable law. In the event of termination under 11(a), CITY will pay the CONSULTANT for fees and expenses that the CONSULTANT has incurred, or will incur through such transition, and those for which it becomes obligated prior to receiving CONSULTANT's notice of termination. In the event CONSULTANT terminates the contract pursuant to 11(b), CONSULTANT will pay CITY the reasonable cost of completion by a third party of the work currently in progress to the extent such cost is above any approved estimate received by CONSULTANT from the CITY.

12. Ownership of Intellectual Property and Work Product

- a. Any software, research, reports, studies, data, photographs, videos, negatives or other documents, drawings or materials prepared by CONSULTANT in the performance of its obligations under the resulting contract shall be the exclusive property of the City of Columbia and all such materials shall be delivered to the City of Columbia by the CONSULTANT upon completion, termination or cancellation of the resulting contract. CONSULTANT may, at its own expense, keep copies of all its writing and files created by CONSULTANT for its personal files ("Work Papers"). CONSULTANT will destroy all pertinent Work Papers after a retention period of seven (7) years ("Record Retention Period"). CONSULTANT's email retention policy is eighteen (18) months, after which time emails will no longer be available ("Email Retention Period"). CONSULTANT shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of CONSULTANT's obligations under this contract without prior written consent of the City of Columbia; provided, however, that the CONSULTANT shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.
- b. Notwithstanding the City's ownership of the work product, City acknowledges and agrees that: (i) CONSULTANT has the right to re-use any of its pre-existing know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CONSULTANT in the performance of Services or not, at any time and without limitation, and (ii) CONSULTANT retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates.
- c. Pre-existing works include inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property which existed prior to commencement of this Agreement. No property rights to any pre-existing works shall enure to the City. To the extent that CONSULTANT incorporates pre-existing work into a derivative work for City, CONSULTANT will retain ownership of such derivative work, except for those items identified in Paragraph 12.a above, and provided that it hereby grants City a royalty free, nonexclusive, perpetual, non-transferable, non-assignable, limited license to use the work solely for internal purposes. The work product cannot be used for any outside jurisdiction without written permission from CONSULTANT.

### 13. Insurance

CONSULTANT shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the CITY's review or acceptance of insurance maintained by CONSULTANT is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by CONSULTANT under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VI.

- a. Workers' Compensation & Employers Liability. CONSULTANT shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
- b. Commercial General Liability. CONSULTANT shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c. Business Auto Liability. CONSULTANT shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned (if applicable), Non-Owned & Hired automobiles. In the event CONSULTANT does not own automobiles, CONSULTANT agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- d. Professional Liability. If the Scope of Services require the work of a licensed professional, CONSULTANT agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. For policies written on a "Claims-Made" basis, CONSULTANT agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, CONSULTANT agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve CONSULTANT of the obligation to provide replacement coverage.
- e. CONSULTANT may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial

General Liability or Business Auto Liability. CONSULTANT agrees to endorse CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- f. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the CONSULTANT and CITY. CONSULTANT is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a copy of the policy
- g. The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.
- h. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event CONSULTANT fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement without notice.
- i. The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of CONSULTANT and/or CONSULTANT's employees and/or CONSULTANT's subcontractors in the performance of this Agreement.

#### 14. Conflicts

No salaried officer or employee of CITY and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

#### 15. Assignment

CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of CITY thereto. Notice of such assignment or transfer shall be furnished in writing promptly to CITY. Any such assignment is expressly



subject to all rights and remedies of CITY under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require CITY to give any notice to any such assignee of any actions which CITY may take under this Agreement, though CITY will attempt to so notify any such assignee.

16. Compliance with Laws

CONSULTANT agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.

17. Employment of Unauthorized Aliens Prohibited

CONSULTANT agrees to comply with Missouri State Statute section 285.530 in that CONSULTANT 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 Agreement, CONSULTANT shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONSULTANT shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CONSULTANT shall require each subcontractor to affirmatively state in its contract with CONSULTANT that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. CONSULTANT shall also require each subcontractor to provide CONSULTANT with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. General Independent Contractor Clause

This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONSULTANT will be an independent contractor and not CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder. CONSULTANT agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment

relationship between CONSULTANT and CITY, and CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

19. Hold Harmless Agreement

To the fullest extent not prohibited by law, CONSULTANT shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against damages, and expenses (including but not limited to reasonable attorney's fees) (collectively "Losses") to the extent such Losses are incurred with respect to claims instituted by any third party ("Third Party Claim") arising by reason of any material breach or grossly negligent act or omission of CONSULTANT or any subcontractor (meaning anyone, including but not limited to consultants having a contract with CONSULTANT or a subcontractor for part of the services), of anyone directly or indirectly employed by CONSULTANT or by any subcontractor, or of anyone for whose acts CONSULTANT or its subcontractor may be liable, in connection with providing these services as finally determined by a judge or jury. This provision does not, however, require CONSULTANT to indemnify or hold harmless the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence. Notwithstanding the foregoing, CONSULTANT's total maximum indemnity obligations to City of Columbia, its directors, officers, agents, and employees (and any purported third-party beneficiaries) per claim and in the aggregate shall be limited to and under no circumstances shall exceed the amount of fees paid by City of Columbia pursuant to this Agreement up through the date the CITY provides proper notice and indemnity demand to CONSULTANT ("Indemnity Cap").

20. Limitation of Liability

The liability of CONSULTANT (including its partners, employees, agents and affiliated companies) to CITY (and any purported third-party beneficiaries) for any claim or damages (including but not limited to incidental, special, exemplary, punitive, economic, or consequential), whether in contract, strict liability, tort (including but not limited to CONSULTANT's negligence or fault, except that this provision does not purport to limit liability for CONSULTANT's intentional/willful torts or for any other liabilities for which a limitation of liability is prohibited by Missouri law), or otherwise, arising out of, connected with, or resulting from CONSULTANT's services, work product or deliverables or the Engagement generally, shall not exceed all fees related to the Agreement giving rise to such claim paid by CITY to CONSULTANT, even if CONSULTANT has been advised of the possibility of such claims or damages.

21. Professional Oversight Indemnification

CONSULTANT understands and agrees that CITY has contracted with CONSULTANT based upon CONSULTANT's representations that

CONSULTANT is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, CONSULTANT agrees to defend, and, and subject to the Indemnity Cap, indemnify and hold harmless CITY from Losses to the extent such Losses are incurred with respect to claims instituted by any third party ("Third Party Claim") arising out of CITY's alleged negligence in hiring or failing to properly supervise CONSULTANT.

22. No Waiver of Sovereign Immunity

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

23. Governing Law and Venue

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

24. Public Records and Confidentiality

CITY is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and CONSULTANT agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.

25. No Third Party Beneficiary

No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.

26. Amendment

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

27. Notices

Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City of Columbia

City Manager's Office

P.O. Box 6015

Columbia, MO 65205-6015

Attn: De'Carlton Seewood

If to CONSULTANT:

RubinBrown LLP

7676 Forsyth Blvd, Suite 2100

St. Louis, MO 63105

Attn: Rick Feldt

28. Audit

CONSULTANT shall maintain financial records according to generally accepted accounting standards. CITY has the right, at its sole expense and during normal working hours, to examine the records of CONSULTANT to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

29. Nondiscrimination

During the performance of this Agreement, CONSULTANT shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, national origin, or any other legally protected category. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.

30. Missouri Anti-Discrimination Against Israel Act

To the extent required by Missouri Revised Statute Section 34.600 and not in violation of the state or federal constitution, CONSULTANT certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

31. Counterparts and Electronic Signature

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

32. Entire Agreement

This Agreement represents the entire and integrated agreement between the Parties relative to the Services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to CONSULTANT's services described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

**RUBINBROWN LLP**

By: Richard Feldt

Name and Title: Richard Feldt, Partner

Date: 11/8/22

**CITY OF COLUMBIA, MISSOURI**

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

De'Carlon Seewood, City Manager

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

**ATTEST:**

\_\_\_\_\_  
Sheela Amin, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy Thompson, City Counselor/rw

**CERTIFICATION:** I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 11000510-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor for the initial term.

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

Matthew Lue, Finance Director