

RE: RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH DECKER & DEGOOD, P.C FOR AUDITING SERVICES.

Background:

According to Article III, Section 3.10 of the City Charter, an independent audit of all City accounts is to be made once a year. Additionally, according to Section 105.145, RSMo the City must file a financial report with the State Auditor's office in compliance with 15 CSR 40-3.030.

Analysis:

A request for qualifications was issued on June 1, 2023 with a deadline for submissions of July 14, 2023. The bid invitation went to 54 vendors. Of these, 10 were direct invitations to CPA firms; the remaining 44 were vendors who have registered to receive notice of all Finance bids. After receiving only one response as the deadline approached, the deadline was extended to August 4, 2023 and 6 more CPA firms were contacted within a broader radius. In total, the City sent the notice to bid to 16 CPA firms directly. We received 5 'no bids', 10 no responses, and one response. Decker and DeGood, our current auditing firm, submitted the only response.

Recommendation:

Staff recommends passage of this resolution.

MEMO SUBMITTED BY:

Jennifer Evans | Director of Finance

jevans@nixa.com | 417-724-5625

RESOLUTION NO. 2023-39

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH DECKER & DEGOOD, P.C. FOR AN ANNUAL, INDEPENDENT AUDIT OF ALL CITY ACCOUNTS.

WHEREAS City staff, have solicited qualifications for an annual, independent audit of all City accounts pursuant to Article III, Section 3.10 of the City Charter; and

WHEREAS at the conclusion of the solicitation process, City staff determined that Decker and Degood, P.C., submitted the best proposal; and

WHEREAS City Council desires to authorize the execution of the Contract, attached hereto as "Resolution Exhibit A," for the purpose described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Administrator, or designee, is hereby authorized and directed to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A," with Decker and Degood, P.C. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit A."

SECTION 2: The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on next page.]

RESOLUTION NO. 2023-39

ADOPTED BY THE COUNCIL THIS 28th DAY OF August, 2023.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2023.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
(X) NEW CONTRACT () ADDENDUM NO. ____		
CITY	CONTRACTOR	
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Jennifer Evans Dept: Finance Email: jevans@nixa.com	Name: Decker & DeGood, P.C. Address: 3295A E.Sunshine, Springfield, MO 65804 Phone: 417-887-1888 Attn: Marshall Decker Email: marshall@ddgoodcpa.com	

CONTRACT FOR AUDITING SERVICES

THIS CONTRACT FOR AUDITING SERVICES ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City, after conducting a Request for Qualification solicitation process, referenced as RFQ-029-2023/Finance desires to engage Contractor to perform certain services; and

WHEREAS the City desires to engage Contractor to perform such services under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

- 1. Services.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.
- 2. Addition to Services.** The City may add to the Contractor's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.
- 3. Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall

cooperate with each other in every possible way in the carrying out of the Services.

4. **Personnel.** The Contractor represents that Contractor shall secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all 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 contract shall be subcontracted without the prior written approval of the City.

5. **Term.** This Contract shall terminate following the completion of auditing services for the 2027 fiscal year of City.

6. **Payment.**

a. **Conditioned on acceptable performance.** Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor in accordance with the rate set forth in Exhibit A, which shall constitute full and complete compensation for the Contractor's work provided. No partial payment to the Contractor shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and Contract by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

b. **Total compensation not to exceed.** It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of (\$19,750.00)

Termination.

a. **Termination for breach.** Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

b. **Termination for Convenience.** Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

c. **Non-appropriation.** This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any year during the term of this Contract.

d. **Documents, reports, and data to be provided to City.** In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs,

and reports or other materials prepared by the Contractor related to this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Contractor.

8. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

10. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

11. Assignment. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

12. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of

disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

14. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract. The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract. As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

Workers' Compensation – Statutory coverage per RSMo. 287.010 et seq.
Employer's Liability – \$1,000,000.00.

a. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and blasting if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products- completed operations hazard, and said policy shall be primary and noncontributory.

b. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or

occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

c. Owner's and Contractor's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Contractor's Protective Liability Insurance must:

1. Be a separate policy with the named insured being: The City of Nixa, Missouri; and
2. Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

d. Subcontracts. In case any or all of the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

e. Notice. The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.

f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

15. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause

appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

16. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the 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. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor 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 Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any

additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

18. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a. This Contract
- b. Scope of Work and Rate Sheet (Exhibit A)

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A.

19. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

- a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
- b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

21. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by

the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the Services for a period of three (3) years after final payment.

22. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

23. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

24. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

25. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

Remainder of page intentionally left blank. Signature Page follows.

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

CONTRACTOR

for Decker & Decker, P.C.
Marshall Decker

MARSHALL Decker

Printed Name

Partner

Title

Date: *8/21/23*

ATTEST:

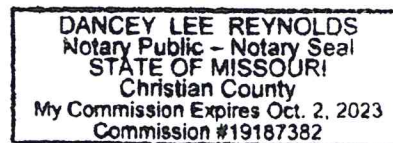
Dancey Lee Reynolds

Dancey Lee Reynolds

Printed Name

Notary

Title



**CITY OF NIXA
NIXA, MISSOURI**

**Proposal to Provide
Professional Services**

August 15, 2023

City of Nixa
715 W. Mt. Vernon Street
PO Box 395
Nixa, MO 64067

Dear Mayor and Board,

Decker & DeGood, P.C. is pleased to respond to your invitation to propose on providing the City of Nixa, Nixa, Missouri, with professional accounting and auditing services. Decker & DeGood, P.C. has an outstanding reputation of providing the highest quality services to some of southwest Missouri's organizations and businesses.

With Decker & DeGood, P.C., you will receive outstanding value per dollar spent. Our year-round contact demonstrates our willingness to provide you with top quality services and high-level attention.

Our qualifications and proposed fees are more fully described in the following pages. We hope you will find this to be informative and responsive. Please feel free to call should you have any questions or comments.

Very truly yours,

Marshall Decker

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BACKGROUND INFORMATION ON DECKER & DEGOOD, P.C.

Decker & DeGood, P.C., was formed upon the combination of talent, experience, personality, friendship, and dedication to quality client service of Marshall Decker and Greg DeGood.

Marshall Decker graduated from Southwest Missouri State University in May 1969 where he ran track, setting several university records. After gaining the required practical experience requirements, Marshall began servicing the accounting needs of the surrounding Springfield community. Marshall has developed over the years a highly respected, quality practice with many long-standing, successful clients. Marshall's expertise lies in accounting and auditing for not-for-profit, local government and manufacturing entities along with taxation services for a vast array of clientele. Marshall is heavily involved in the community through youth athletic and character development organizations.

Greg DeGood graduated from Southwest Missouri State University in May 1986 where he was involved in various social and honorary fraternal activities as well as an internship with the accounting firm of Decker & McMillin. Upon graduation, Greg accepted a position in Kansas City, Missouri with the worldwide accounting firm of Laventhol & Horwath where he primarily serviced clients in the lodging and real estate industry. In 1988, Greg continued his professional career with the Big Eight accounting firm of Touche Ross & Co. (later to become Deloitte & Touche) where he serviced national, international, privately held and publicly traded clients in the manufacturing, not-for-profit, financial, and service industry fields. Other firm responsibilities included recruiting director at Southwest Missouri State University and Kansas State University. In April 1992, Greg, his wife and infant son relocated to Springfield to begin practice with Marshall.

Decker & DeGood, P.C. is supported by a professional staff of talented, friendly, dedicated and experienced individuals. Two of our staff members have the CPA certificate and the third is finishing up her certificate.

We are members of the American Institute of Certified Public Accountants Private Companies Practice Section. Membership in the PCPS requires that we undergo in-house peer review by other PCPS firms. The reviews are quite rigorous with an emphasis on quality control and maintenance of professional and technical standards. Membership in the PCPS assures that the highest level of professional and technical standards are maintained by firms practicing in public accounting, regardless of size. We also participate in the GAQC which is Government Audit Quality program for CPA's. And we have four communities that we assist in the preparation of CAAF statements for GFOA and they have received in past year's their Certificate of Achievement in Financial Reporting.

Based upon our combined experience and expertise along with the desire to provide outstanding personal client service in a manner surpassing all professional standards and requirements, Decker & DeGood, P.C., is prepared to provide quality, timely, dependable and professional service to City of Nixa, Missouri.

OUR APPROACH TO CLIENT SERVICE

Service Philosophy

Our primary goal is to be a successful, leading provider of high-quality professional services. Joined together by a common culture and shared values, we are dedicated to exceptional client service, have an unparalleled commitment to quality, work together as a team and recognize the importance of people.

Our service philosophy is a simple one and may be summed up as an "uncompromising dedication to distinctive client service."

Service Style

Aside from the timeliness and accuracy of our reports, probably the most important aspect of our service is our style. We work hard to establish and maintain a rapport and good working relationship with each of our clients. Some things you can expect from us are:

- * *Efficiency.* We get in and get out as quickly as possible to minimize disruptions to your day-to-day operations, and we line up resources before they are needed.
- * *Involvement.* We will roll up our sleeves and work with you. Initiative and creativity to help get the job done are trademarks of our Firm.
- * *Insight.* We endeavor to understand your objectives so that we can meet your expectations. Our goal is to achieve a deep understanding which enables us to provide valuable, practical recommendations on which you can base your decisions.
- * *Attentiveness.* We listen and ask questions. We work to understand your aims and requirements before we take action. This enables us to anticipate problems before they occur and avoid surprises.
- * *Accessibility.* We are responsive. We return your telephone calls promptly, and you can reach us any time you have a concern or need.

Business Advisor Approach

We believe very strongly that our focus should not be limited to providing outstanding accounting and audit services, but should also include providing solid business advice to help maximize the success of our clients. As a business advisor, we make ourselves knowledgeable about each client's business - the specific industry, internal operations and systems and the informal culture. This enables us to serve you more effectively, more efficiently and more smoothly.

SCOPE OF SERVICES AND PROFESSIONAL FEES

City of Nixa's attention to cost control includes controlling the costs of professional services. While fees are not the dominant factor in selecting professional accounting services, you should expect your accounting firm to provide value and share your commitment to minimize both the external and internal costs of our service effort. Decker & DeGood, P.C., makes this commitment to City of Nixa.

The scope of professional services we propose to provide to City of Nixa for the year ending December 31, are as follows:

- * Audit of the financial statements of the City
- * Testing and reporting on compliance with laws and regulations if required by Yellow Book
- * Testing and reporting on internal control if required by Yellow Book
- Meetings at exit conference and presentation to Council
- If required, preparation of schedules and opinions for federal grants (UG)

The maximum fee (including our-of-pocket expenses) we propose for the professional services described above is as follows:

Audit of Financial Statements,

December 31, 2023	\$ 17,250
December 31, 2024	17,950
December 31, 2025	18,250
December 31, 2026	19,000
December 31, 2027	19,750

Fees are based on the expectation that books are in balance, the cash accounts have been reconciled with the bank statements and the fund balance agree with the prior audit report. Time to do the field work will vary based on addition to assets, loans and number of government grants, but will be done to comply will all audit standards and peer review.

We would expect to start the audit in mid-February and have the report to the Council prior to meeting and present to the Council the first meeting held in April or no later than May..

If due to government grants you financial statements would come under Uniform Guidance Standard there would be an additional charge of \$ 3,500 for additional audit work required when grant expenditures exceed \$ 750,000

As you are aware, we are available on a daily basis for miscellaneous consulting. **As a matter of practice, consultation or phone calls during the year are included in our estimates of fees above.** If, in our opinion, our involvement in the consultation will be more extensive and will require an additional billing to the City, we will give you an estimate of the time and cost involved before we undertake the project.

EXPERIENCE AND REFERENCES

Decker & DeGood, P.C., has provided auditing, taxation, consulting and accounting services to some of Southwest Missouri's most vibrant and dynamic companies. As mentioned previously, we are members of the American Institute of Certified Public Accountants Private Companies Practice Section, which requires all members to undergo rigorous review by other member firms. Decker & DeGood, P.C., has successfully completed all peer reviews. Most current report is attached.

Following is a sampling of our client list. We have provided services to these entities for a number of years and welcome you to contact them regarding our performance. These are all current clients and City's have received *ACFR awards.

*City of Ozark	Mary Edna Wilson, City Finance Director	(417) 581-2407
City of Lexington	Carla Ghisalberti, City Finance Officer	(660) 259-4633
*City of Marshfield	Monica Robinson, City Finance Officer	(417) 468-5111

SUMMARY

We are very excited about the opportunity to serve City of Nixa. We sincerely hope that the above information demonstrates our efforts to ensure high quality services at a reasonable cost. We have compiled this information with the knowledge that Nixa expects a high level of service from us.

It is our policy to never shortchange service as a tradeoff for fees. We believe this can only have one result - a dissatisfied client. By necessity, however, we have made certain estimates and assumptions in arriving at our fee estimates. We believe they are competitive; however, if for some reason they appear unreasonable, we would welcome the opportunity to discuss them further before you make your decision.

We appreciate the opportunity to serve you and look forward with anticipation to hearing from you further.