

CONTRACT FOR PROFESSIONAL AUDIT SERVICES

Contract No. 2016 AU

This Contract is entered into this _____ day of _____, 2016 by and between the City of San Luis, a political subdivision of the State of Arizona ("City"), and Heinfeld, Meech & CO., P.C. ("Audit firm").

WHEREAS, the City of San Luis desires to receive and Audit firm is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Audit firm (the "parties") agree as follows:

SERVICES

1. Scope of Work: Audit firm shall provide the Professional Audit Services as more specifically described in the scope of work attached hereto as Exhibit A.
2. Schedule of Services: Audit firm shall perform all work per the schedule set forth in Exhibit A.
3. Standard Terms and Conditions: The City of San Luis Standard Terms and Conditions, attached hereto as are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. City Cooperation: City will cooperate with Audit firm by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Audit firm's performance of this Contract.

CONTRACT TERM

5. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and shall be completed on or before _____, 20__ consistent with the Schedule of Services.
6. Renewal: The initial term of this contract shall be five (5) years and may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The Finance Director shall have authority to approve renewal on behalf of the City.
7. Termination: This contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

PAYMENT

8. Compensation: Audit firm shall be paid for satisfactory performance of the work, in accordance with the Compensation Schedule attached hereto as part of Schedule A.

9. Price Adjustment: If price adjustments are permitted (see Exhibit A), any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$35,000.00; otherwise the Finance Director shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

10. City Ownership of Document and Data: Any original documents prepared or collected by Audit firm in performance of this Contract such as reports, test plans, survey results, graphics, tables, charts, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Audit firm agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interest Audit firm may have in the materials it prepares under this Contract, including any right to derivative use of the materials.
11. Re-Use: City may use City's work product without further compensation to Audit firm; provided, however, City's reuse without written verification or adaption by Audit firm for purposes other than contemplated herein is at City's sole risk and without liability to Audit firm. The firm shall not engage in any conflict of interest nor apportion any part of City's work product for the benefit of Audit firm or any third parties without City's prior written consent.
12. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Audit firm shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Audit firm in performance of this contract, whether complete or in process.

INSURANCE

13. Insurance: Audit firm shall meet insurance requirements of the City, set forth in Exhibit B.

MISCELLANEOUS

14. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Ketie St. Louis
City of San Luis
1090 E. Union Street
P.O. Box 7740
San Luis, Arizona 85349
kstlouis@cityofsanluis.org

To Audit firm:

Heinfeld, Meech, CO., P.C.
751 E. Pine Knoll Dr., Suite 1201
Flagstaff, AZ 86001

With a copy to:

With a copy to:

Office of the City Clerk

Diane Bradley

Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this contract.

AUDIT FIRM:

City of San Luis

Printed Name

Ketie St. Louis

Printed Name

Signature

Signature

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay M. Macuil, City Attorney

Notice to Proceed issued: _____, 2016