

## RESOLUTION No. 557-22

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT FOR MUNICIPAL AUDITING SERVICES

**WHEREAS**, the City of Donald requires an annual audit of its financials, and;

**WHEREAS**, it is beneficial to retain an auditor over the course of several years, especially with the nature of administration changes within a municipal government agency, and;

**WHEREAS**, ~~Accuity~~\*Accuity, LLC has provided fair and reasonable audit services to the City of Donald since 2020, and;

**WHEREAS**, ~~Accuity~~\*Accuity LLC has provided a reasonable estimate of services for a three-year contract term of \$13,500 per year until 2025; and

**WHEREAS**, the City Council approved Resolution 375-15 which authorizes the City Manager to sign contracts with private businesses with prior consent from the Council; and

#### **NOW, THEREFORE, THE CITY OF DONALD RESOLVES AS FOLLOWS:**

The contract with Accuity, LLC is accepted by the Donald City Council, which is attached hereto and by this reference incorporated herein.

**AND BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon the date of its passage.

**PASSED and ADOPTED** by the City Council of the City of Donald on this 14<sup>th</sup> day of June, 2022 by the vote of 6 ayes and 0 nays.

**DATE:** June 14, 2022



Rick Olmsted, Mayor

**ATTEST** by City Manager this 14<sup>th</sup> day of June, 2022.



Eric Underwood, City Manager

\* indicates amendment made prior to approval

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## AUDIT CONTRACT

THIS CONTRACT, made this 18<sup>th</sup> day of May 2022, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between ACCUITY, LLC, Certified Public Accountants of Albany, Oregon and CITY OF DONALD, Donald, Oregon, provides as follows:

It hereby is agreed that ACCUITY, LLC shall conduct an audit of the accounts and fiscal affairs of CITY OF DONALD, Donald, Oregon for the fiscal years ending June 30, 2023, 2024, and 2025 in accordance with auditing standards generally accepted in the United States of America, and the Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of CITY OF DONALD, Donald, Oregon, and to determine if CITY OF DONALD has complied substantially with appropriate legal provisions.

ACCUITY, LLC agrees that the services they have contracted to perform under this contract shall be rendered by them or under their personal supervision and that the work will be faithfully performed with care and diligence.

It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of ACCUITY, LLC are necessary beyond the extent of the work contemplated, notification of such unusual conditions shall be delivered to CITY OF DONALD, Donald, Oregon who shall instruct ACCUITY, LLC concerning such additional services.

The audit shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than December 1, after the close of each annual period covered by this contract. Adequate copies of such report shall be delivered to CITY OF DONALD, Donald, Oregon, and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.

It is understood and agreed that CITY OF DONALD, Donald, Oregon is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that ACCUITY, LLC shall draft them for CITY OF DONALD, Donald, Oregon. The cost of preparing such financial statements shall be included in the fee for conducting the audit as set forth below.

It is understood that this contract is renewable annually for years ending June 30, 2026 and thereafter at the option of the City Council with fees to be established by mutual agreement. It is understood and agreed that either party may cancel this contract by giving notice in writing to the other party at least ninety (90) days prior to July 1 of any year or by mutual agreement at any other time. ACCUITY, LLC will be entitled to receive compensation under this contract for all time expended and reimbursement for all out-of-pocket expenses incurred through the date of termination.

In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, CITY OF DONALD, Donald, Oregon, hereby agrees to pay ACCUITY, LLC the sum of \$13,500 per year for the years ending June 30, 2023, 2024, and 2025. The CITY OF DONALD hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

If any of the above sections or clauses is held to be invalid for any reason, or is declared to be null and void, all other sections and clauses of this contract shall remain valid, will not be nullified, and are hereby further affirmed.

Venue of all matters arising from this agreement, this engagement, and subsequent engagements shall reside in Albany, Linn County, Oregon. Any dispute, controversy, or claim rising out of this agreement shall be settled by binding arbitration under the arbitration rules of the Linn County Circuit Court. There shall be one arbitrator selected from the Circuit Court Panel of Arbitrators and the proceeding shall follow the Oregon Rules of Civil Procedure. The arbitrator shall have the authority to award any remedy or relief that an Oregon court could order or grant, including, without limitation, specific performance of any obligation created under this agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process, except that the arbitrator shall not have authority to award punitive damages or any other amount for the purpose of imposing a penalty as opposed to compensating for actual damages suffered or loss incurred. With respect to any action relating to this agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorney's fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such action as determined by the arbitrator.

ACCUITY, LLC



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GLEN O. KEARNS, CPA

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May 18, 2022

DATE

CITY OF DONALD



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ERIC UNDERWOOD, CITY MANAGER

\_\_\_\_\_  
6-15-22

DATE