

CONTRACT
CITY OF NEWBERG
AND
MOSS ADAMS, CERTIFIED PUBLIC ACCOUNTANTS

THIS CONTRACT, made this eighteenth day of March, 1988, in accordance with the requirements of Oregon Revised Statutes 297.610 through 297.740 between Moss Adams, Certified Public Accountant(s) of Portland, Oregon, and City of Newberg, provides as follows:

1. It is hereby agreed that Moss Adams shall conduct an audit of the accounts and fiscal affairs of City of Newberg for the period beginning July 1, 1987, and ending June 30, 1988. This contract will be extended for each subsequent fiscal year only upon written notice by City of Newberg delivered to Moss Adams no later than March 1 within the fiscal year to be audited. The audit shall be undertaken in order to express an opinion upon the financial statements of City of Newberg and to determine if City of Newberg has complied substantially with appropriate legal provisions.

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

3. It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of Moss Adams are necessary beyond the extent of the work contemplated, written notification of such

unusual conditions shall be delivered to City of Newberg who shall instruct in writing Moss Adams concerning such additional services, and that a copy of each such notification and instruction shall be delivered immediately to the Secretary of State by the Party issuing the same. Any increase in the fee arising from the conditions identified in this circumstance must be agreed to in writing by both parties and included as an addendum to this contract.

4. 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 six months, after the close of the audit period covered by this contract. Adequate copies of such report shall be delivered to City of Newberg 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.

5. It is understood and agreed that City of Newberg 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 Moss Adams shall draft them for City of Newberg. The cost of preparing such financial statements shall be in addition to the fee for conducting the audit as set forth in Paragraph 7 below, and must be agreed to in writing by both parties to this agreement and be included as a written addendum to this contract.

6. This contract may not be assigned by Moss Adams to any other firm. This restriction applies also to surviving firms in a substantial merger or acquisition in which Moss Adams is a participant.

7. In consideration of the faithful performance of the conditions, covenants and undertakings herein set forth, City of Newberg hereby agrees to pay Moss Adams the sum of \$17,000 for the audit of the 1987-88 fiscal year. Additionally, the fee herein stated, or agreed upon in addendums hereto, will be paid in installments based on progress billings issued by Moss Adams and shall be the total financial obligation of City of Newberg for receipt of such audit services. City of Newberg 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. Audit fees for subsequent years as agreed upon by both parties, will be included in a written addendum to this contract signed by authorized representatives of both parties.

8. Any other services to be performed by Moss Adams for City of Newberg, in addition to this audit, will be authorized by written contracts.

MOSS ADAMS

CITY OF NEWBERG

By: Gary L. Aas

By: Jim Watson

Title: Partner

Title: City Mgr.

Date: March 17, 1988

Date: 5-3-88

CONTRACT
CITY OF NEWBERG
AND
MOSS ADAMS, CERTIFIED PUBLIC ACCOUNTANTS

THIS CONTRACT, made this eighteenth day of March, 1988, in accordance with the requirements of Oregon Revised Statutes 297.610 through 297.740 between Moss Adams, Certified Public Accountant(s) of Portland, Oregon, and City of Newberg, provides as follows:

1. It is hereby agreed that in addition to conducting an audit in compliance with generally accepted auditing standards and Oregon Budget Law, Moss Adams shall conduct a Single Audit made in accordance with generally accepted auditing standards; the standards for financial and compliance audits contained in Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; and the provisions of OMB Circular A-128, Audits of State and Local Governments, and will include tests of the accounting records of City of Newberg and other procedures we consider necessary to enable us to report on City of Newberg compliance with laws and regulations and its internal accounting controls as required for a Single Audit.

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

3. 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 six months, after the close of the audit period covered by this contract. Adequate copies of such report shall be delivered to City of Newberg and its form and content shall be in accordance with and not less than that required by the Single Audit Act.

4. This contract may not be assigned by Moss Adams to any other firm. This restriction applies also to surviving firms in a substantial merger or acquisition in which Moss Adams is a participant.

5. In consideration of the faithful performance of the conditions, covenants and undertakings herein set forth, City of Newberg hereby agrees to pay Moss Adams the sum of \$2,000 for the Single Audit of the 1987-88 fiscal year. Additionally, the fee herein stated, or agreed upon in addendums hereto, will be paid in installments based on progress billings issued by Moss Adams and shall be the total financial obligation of City of Newberg for receipt of such audit services. City of Newberg 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. Audit fees for subsequent years as agreed upon by both parties, will be included in a written addendum to this contract signed by authorized representatives of both parties.

6. Any other services to be performed by Moss Adams for City of Newberg, in addition to this audit, will be authorized by written contracts.

MOSS ADAMS

CITY OF NEWBERG

By: Darryl L. Aas

By: Jim Watson

Title: Partner

Title: City Mgr.

Date: March 17, 1988

Date: 5-3-88