



**CITY OF GLADSTONE,  
OREGON**

REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL AUDITING SERVICES

18505 Portland Ave.  
Gladstone, OR 97027

March 21, 2024

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## **I. Background Information**

### **a. General Information**

The City was incorporated in 1911. The City is a municipal corporation that operates under the voter-approved City of Gladstone, Oregon charter of 1984. Under the charter, the City is governed by an elected mayor and six council members who comprise the City Council. The Council sets policies, enacts ordinances and hires, directs and evaluates the city administrator. The city administrator is the City's chief executive officer, responsible for overall management and administration.

Municipal services are provided by City employees with the leadership of the city administrator. The City operates its own police department, a municipal court, water, sewer and surface water utilities, street operations, and year-round community center and park services.

The Clackamas Fire District provides fire and emergency services under an intergovernmental agreement with the City, and library services are provided by Clackamas County Library District. The City is located within Clackamas County and is part of Metro, the tri-county urban services district based in Portland.

#### **Gladstone Urban Renewal Agency**

The Agency was formed to plan, direct, and manage certain projects within Gladstone. Pursuant to ORS 457.055, the City Council has been appointed governing body of the Agency. The Urban Renewal Agency Fund is reported as a governmental fund type and is considered a blended component unit within the City's financial statements. Separate financial statements are issued for the URA, with a June 30 year-end, also.

#### **North Clackamas County Water Commission**

The City is a ten percent partner with the Sunrise Water Authority and the Oak Lodge Water District in the North Clackamas County Water Commission, a joint venture. The purpose of this joint venture is to operate, maintain, and enhance a regional water supply system with water rights from the Clackamas River and to cooperatively conduct water resource planning. The City reports its participation in the joint venture on the equity method, consistent with GAAP.

### **b. Previous Financial Statements**

Additional information on the City, the prior year Annual Financial Report, and Budget Documents are accessible on the City website at [www.ci.gladstone.or.us/finance](http://www.ci.gladstone.or.us/finance).

### **c. Recent and/or Upcoming Changes**

The City of Gladstone Urban Renewal Agency is in the process of analyzing a potential amendment to the existing urban renewal plan to add projects, expand the boundary, increase the maximum indebtedness and compete other plan updates. The City will know more regarding this process by March 27, 2024.

#### **d. Accounting Records**

The City's financial software is Incode 10 by Tyler Technology, implemented in 2015. The financial system uses both online real-time entry and batch processing. The City's in-house information technology manager is responsible for system security, backups and installation of vendor upgrades.

## **II. General Information**

#### **a. General Description**

The City of Gladstone is seeking proposals for the audit of its annual financial statements, along with the Gladstone Urban Renewal Agency, from qualified certified public accounting firms. A complete description of services to be provided is described under Section III. The first reporting period to be audited is July 1, 2023, through June 30, 2024, extending through the next four subsequent fiscal years.

#### **b. Points of Contact**

Questions, inquiries, or comments regarding this Request for Proposals (RFP), should be directed to:

Cathy Brucker  
Finance Consultant  
[finance@ci.gladstone.or.us](mailto:finance@ci.gladstone.or.us)  
(503)539-2407 (cell)  
(503)479-6860 (office)

#### **c. RFP Responses**

Your proposal must be received no later than **April 9, 2024 at 5:00 pm**. Responses should be emailed to [finance@ci.gladstone.or.us](mailto:finance@ci.gladstone.or.us) (in PDF or MS Word) or mailed to the following address:

City of Gladstone  
Attn: Cathy Brucker, Finance Consultant  
18505 Portland Ave.  
Gladstone, OR 97027

Emailed proposals shall not be deemed received until a confirmation email sent by the primary point of contact is received in reply to the submitted proposal, confirming the emailed proposal was received and the format was readable.

Any amendments to this RFP will be in writing and will be issued to all persons or businesses that have indicated an interest to receive RFP addenda or have obtained the proposal materials. The addenda will be posted on the City's website and issued by email to the address furnished by those responding to this announcement. Your proposal must acknowledge receipt of all addenda issued either when you submit your proposal or separately prior to opening. No proposal will be considered that is not responsive to any issued addenda.

#### **d. Tentative Schedule for Selection Process**

Proposal Due:	April 9, 2024 (5:00 pm)
Finalist Selections:	April 10-11, 2024
Audit Committee Approval:	April 19, 2024
Contract Finalized:	May 2, 2024

This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from the one provided above without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum provided to all potential proposers who have received RFP documents.

#### **e. Proposal Evaluation**

The following criteria will be used to evaluate proposals and select the most qualified certified public accounting firm:

<b>Evaluation Criteria</b>	<b>Scoring</b>
1. Firm's municipal audit expertise and experience and qualifications of key personnel	30%
2. Audit approach and schedule	20%
3. References	20%
4. Fees for service	20%
5. Differentiators	10%

The selection team will review the applications and select the most qualified proposers to interview. The selection team will then select the most qualified proposal based on the evaluation criteria listed above.

#### **f. Contract Duration and Budget**

The selected certified public accounting firm shall be designated as the City's auditor for a five-year term commencing with the fiscal year ending June 30, 2024. Either party may cancel the contract effective at fiscal year-end, by written notice delivered prior to December 15<sup>th</sup> of that fiscal year. The City reserves the right to extend the contract beyond the original period, negotiating each year separately as to price and work performed.

#### **g. Acceptance or Rejection and Negotiation of Proposals**

The City reserves the right to reject any or all proposals, to waive any irregularities in the RFP, to accept or reject any item or combination of items in a proposal in accordance with ORS 279B.100 and Local Contract Review Board Rule (LCRBR) 30.125 or 30.130, to request additional information or clarifications from respondents, and to negotiate or hold interviews with any one or more of the respondents. By requesting proposals, the City is in no way obligated to award a contract or to pay expenses of the proposing firms in connections with the preparation or submission of a proposal. Furthermore, the City reserves the right to reject any and all proposals prior to execution of a contract, with no penalty to the City, if doing so in the public interest. Any protest or objection of award must comply with LCRBR 30.135 and/or 30.140.

### **III. Scope of Auditor Services**

#### **a. General**

The City of Gladstone is requesting proposals from qualified certified public accounting firms, duly authorized to practice as such by the State of Oregon, to audit the City's financial statements commencing with the fiscal year ending June 30, 2024, and extending through the next four subsequent fiscal years.

The City desires the auditor to express opinions on the fair presentation of the City's basic financial statements, in conformity with generally accepted accounting principles (GAAP). The auditor shall also be responsible for performing certain limited procedures involving required supplementary information and other supplementary information required by the Governmental Accounting Standards Board (GASB) as well as required under Oregon Minimum Standards.

The selected auditor shall submit for management's review, a draft of all reports. The final reports are subject to review by the City's Audit Committee/Governing Body. The selected auditor shall incorporate, as part of the basic proposal, meeting time with the finance staff and the Audit Committee/Governing Body for the purpose of discussing the audit, management letter, and conclusions.

#### **b. Basic Reports to be Issued**

Upon completion of the audit of the financial statements, the auditor shall issue the following:

- Independent Auditor's Report
- AU-C 260 Letter
  - AU-C 260 Letter:, including Findings, statements, observations, opinions, comments and recommendations
- Audit Comments and Disclosures Required by State Regulation

#### **c. Additional Reports to be Issued Dependent on Applicability**

Due to the fluctuation in expenditure of federal grant funds, the need for some reports is based upon whether the City meets the audit threshold (over \$750,000 in expended grant funds) for performance of a Single Audit under OMB Uniform Guidance. Such reports are as follows:

- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
- Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Uniform Guidance
- Schedule of Findings and Questioned Costs

The City of Gladstone does anticipate needing a Single Audit due to expenditure of ARPA funds within FY2024, but may find not to be necessary until FY 2025.

#### **d. Supplemental Reports / Studies**

Reports on other audits or agreed-upon procedures may be agreed to in writing as stated in a supplemental services agreement. Prior to beginning work, the scope and associated costs shall be approved by the City.

#### **e. Standards to be Followed**

To meet the requirements of this RFP, these audits are to be performed in accordance with all applicable professional standards including, but not limited to, applicable standards set forth for financial audits by the Governmental Accounting Standards Board (GASB), Government Auditing Standards (GAS), as promulgated by the Government Accountability Office (GAO) (if applicable), and requirements described in the U.S. Office of Management and Budget (OMB) Uniform Guidance and *Compliance Supplement* (if applicable).

In addition, all aspects of the engagement shall be performed in accordance with the highest professional standards and comply with all applicable federal, state and local laws.

#### **f. Special Considerations**

The firm receiving the contract for audit services shall procure and maintain, for the duration of the contract, insurance as required in the standard services contract (see attached). The firm must provide a Certificate of Insurance. The firm will also be required to obtain and maintain a valid business license for the term of the contract.

#### **g. Working Paper Retention and Access to Working Papers**

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years following completion of the audit, unless the firm is notified in writing by the City of Gladstone of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of Gladstone
- Parties designated by the federal or state governments or by the City as part of an audit quality review process
- Oregon Secretary of State, Audits Division

In addition, the firm shall respond to the inquiries of successor auditors and allow successor auditors to review working papers related to matters of accounting significance and internal control.

#### **h. Assistance to be provided by the City of Gladstone**

- Staff will prepare the final closing of the books. Organization name will provide the auditors with a Trial Balance by fund and all of the accounting detail necessary to

perform the audit.

- Staff will prepare all workpapers requested by the Auditor prior to the start of interim and/or final fieldwork.
- Staff will generate the necessary confirmation letters based on templates provided by the auditors.
- Staff will prepare the draft financial statements and all related schedules and statements deliverable to the auditor during the first week of final audit fieldwork. City Staff will also incorporate any agreed upon edits to the draft to arrive at the final statements.
- Staff will be available during the audit to assist in providing information, documentation and explanations as needed as well as access to the financial system to view records and print reports. All requests will first be directed to the Finance Director.
- Organization name will provide the auditor with reasonable workspace including access to the internet, a telephone line, photocopier and fax machine.
- The Finance Consultant will provide the auditor with a signed Representation Letter at the conclusion of the audit.

## **IV. Proposal Requirements**

### **a. Proposal Requirements**

The proposal should address, at a minimum, the information requested in Section IV, subsection (b), Minimum Content of Responses. Responses should be limited to a total of ten (10) pages, excluding the title page, letter of transmittal, and required attachments.

### **b. Minimum Content of Responses**

- I. **Title Page:** A title page showing the firm's name, the date of proposal, point of contacts, business address, telephone numbers, and email addresses.
- II. **Letter of Transmittal:** A signed letter of transmittal briefly stating that the firm submitting the proposal is properly licensed to perform such audits in the State of Oregon, agrees to perform all of the work outlined in the RFP within the established time periods, is independent of the City of Gladstone and understands that the firm's proposal is a firm and irrevocable offer through the June 30, 2024 audit period. The letter must also contain a certification that the person signing the proposal is entitled to represent the audit firm, empowered to submit the bid, and authorized to sign a contract on behalf of the audit firm.
- III. **Firm Qualifications and Experience:** Provide a brief overview of the firm's experience performing municipal audits. Include the results of the audit firm's most recent external quality review, any findings discovered as part of that review and actions taken to correct those findings. The audit firm must also disclose information on the circumstances and status of any disciplinary action taken or pending against the audit firm during the past three (3) years with state regulatory bodies or professional organizations, as well as any pending or settled litigation within the past three (3) years.



- IV. **Experience and Qualifications of Key Personnel:** Identify all key personnel who will be assigned to work on this project including names, CPA license numbers, and Oregon Municipal Audit Roster numbers. Include a brief summary of their background and experience in auditing similar organizations as well as their roles and assigned responsibilities under the proposal.
- V. **Audit Approach and Schedule:** Describe the firm's audit approach and proposed schedule.
- VI. **References:** Provide contact information for three (3) of the firm's current municipal auditing clients in Oregon and two (2) non-current clients served within the last three (3) years. Contact information should include the name of the public agency, name and title of contact person, telephone number, and email address.
- VII. **Proposed Fees for Service:** Provide expected hours required for the fiscal year ending June 30, 2024 and the not to exceed (NTE) price on attachment A. For proposal purposes, provide a NTE price for providing a single audit assuming one major program and assuming the Organization is a low-risk auditee.
- Describe the firm's policy on other charges including special requests and special reports or broadening the scope of the engagement and list the audit firm's billing rates for all other applicable professional services.
- VIII. **Differentiators:** Describe what makes your firm different from other firms providing the same service and describe how that will translate to the level of services received.

## **V. Attachments**

### **Attachment A: Fee Proposal**

In accordance with the Request for Proposals for Professional Auditing Services, the firm referenced below submits the following hourly fee quotation and hours proposed for all positions to be assigned to the audit:

Fee for Fiscal Year End June 30, 2024

<i>Key Personnel</i>	<i>F/S Audit Hours</i>	<i>Single Audit Hours</i>	<i>Total Hours</i>	<i>Hourly Rate</i>	<i>Total</i>
<b>Engagement Partner</b>					
<b>Engagement Manager</b>					
<b>Engagement Senior</b>					
<b>Engagement Staff</b>					
<b>Clerical/Support Staff</b>					
<b>Other</b>					

In accordance with the Request for Proposals for Professional Auditing Services the firm referenced below submits the following cost proposal for the term of the contract:

Fee proposal for Fiscal Years Ending June 30<sup>th</sup>,

	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>
<b>Financial Statement Audit</b>					
<b>Single Audit</b>					
<b>Cost of Supplies and Materials</b>					
<b>Additional Fees (if applicable*)</b>					
<b>Total</b>					

\*Technical assistance, as needed, is expected from the audit firm throughout the fiscal year that may include inquiries regarding accounting, reporting and internal control issues. If fees related to this technical assistance are not included in the firm's financial statement audit fee, please include them here.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this bid, and if selected, authorized to sign a contract for the services identified in the RFP.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

## **Attachment B: Personal Service Audit Contract**

Attached is the standard Personal Service Contract for the City of Gladstone.

The contract executed by the successful applicant will be in substantially the same form as Attachment B, Personal Services Agreement for Audit Services. Any proposed changes in the language or construction of the document must be raised and resolved in the RFP process. All participants are therefore required to cite and define any/all proposed changes, additions, deletion or modifications as a condition of acceptance of their proposal. Failure to respond will be interpreted as acceptance of the terms and conditions for the contract and subsequent changes.

**CITY OF GLADSTONE, OREGON  
PERSONAL SERVICES CONTRACT**

A CONTRACT ("Contract") between THE CITY OF GLADSTONE, OREGON ("City"), and ("Provider") entered into on \_\_\_\_\_ ("Effective Date").

WHEREAS, the City and Provider believe it in their mutual interest to enter into a written contract setting out their understandings concerning Provider's provision of services to the City.

**1. Term**

The term of this Contract shall be effective from the date provided above and shall remain in full force and effect until , unless terminated earlier under this Contract.

**2. Provider's Service**

The scope of Provider's services and time of performance under this Contract are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Contract as is fully set forth herein. Any conflict between this Contract and Provider's proposal (if any) shall be resolved first in favor of this written Contract. Provider will, in the rendering of its services to City, use his best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Contract and Exhibit A.

**3. Provider Identification**

Provider shall furnish to City Provider's employer identification number, as designated by the Internal Revenue Service or Provider's Social Security number.

**4. Compensation**

Payment for the work provided by Provider shall be made as provided on Exhibit A attached hereto, provided that the total amount of payment to Provider shall not exceed \$X,000 inclusive of labor, materials, equipment supplies and expenses.

**5. Project Managers**

City's Project Manager is the City Administrator. Provider's Project Manager is XXXXX. Each party shall give the other written notification of any change in their respective Project Manager.

**6. Project Information**

No information, news or press releases related to the Provider's services shall be made to representatives of newspapers, magazines, television and radio stations or any other

news medium without the prior authorization of City's Project Manager.

**7. Duty to Inform**

Provider shall give prompt written notice to City's Project Manager if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the Contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Provider shall constitute neither contract with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of City's rights.

**8. Extra or Changes in Work**

Only the City Administrator or Project Manager may authorize extra (and/or change) work. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Contract price or Contract time due to such unauthorized extra work and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

**9. Provider is Independent Contractor**

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Provider shall not affect his independent ability (or the ability of his insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

**10. Compliance with State and Federal Laws/Rules**

Provider shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers' compensation insurance, health care payments, payments to employees and subcontractors, income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this Contract.

## **11. Indemnity and Insurance**

- a) Indemnity: City has relied upon the professional ability and training of Provider as a material inducement to enter into this Contract. Provider warrants that all of his work will be performed consistent with commercially reasonable professional practices and standards, as well as with the requirements of applicable federal, state and local laws.

Indemnity: Provider releases and shall indemnify, defend, and hold harmless City, City's officers, employees, and agents from and against all claims, costs, damages, lawsuits, penalties, liens, losses, and/or liabilities of any kind or nature, including all expenses of investigating and defending against same, arising from the acts, errors, or omissions of Provider or Provider's agents, or employees associated with Provider's Services.

Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, City releases and shall indemnify, defend, and hold harmless Provider, Provider's officers, employees, and agents from and against all claims, costs, damages, lawsuits, penalties, liens, losses, and/or liabilities of any kind or nature, including expenses of investigating and defending against same, arising from the acts, errors, or omissions of City or City's agents, employees or contractors associated with Provider's Services.

- b) Liability Insurance: Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than Two Million dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name City as an additional insured
- c) Certificates: Provider shall furnish City certificates evidencing the date, amount, and type of insurance required by this contract. All policies will provide for not less than thirty (30) days' written notice to City before they may be canceled.
- d) Primary Coverage: The coverage provided by insurance required under this Contract shall be primary, and any other insurance carried by City shall be excess.

## **12. Work is Property of City**

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Provider under this Contract shall be the property of City.

### **13. Law of Oregon**

The Contract shall be governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

### **14. Successors and Assignments**

- a. Each party binds itself, and any partner, successor, executor, administrator, or assign to this Contract.
- b. Neither City nor Provider shall assign or transfer their interest or obligation hereunder in this Contract without the written consent of the others. Provider must seek and obtain City's written consent before subcontracting any part of the work required of Provider under this Contract. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

### **15. Records**

- a. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Contract for at least three years after City makes final payment on this Contract and all other pending matters are closed.
- b. Provider shall allow City, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

### **16. Breach of Contract**

- a. Provider shall remedy any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or City notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this paragraph, City may terminate that part of the Contract affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this Contract.
- b. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, City may declare Provider in default and pursue any remedy available for a default.
- c. Pending a decision to terminate all or part of this Contract, City unilaterally may order Provider to suspend all or part of the services under this Contract. If City terminates all or part of the Contract pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Contract and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- d. To recover amounts due under this paragraph, City may withhold from any

amounts owed by City to Provider, including but not limited to, amounts owed under this or any other Contract between Provider and City.

#### **17. Mediation/ Trial Without a Jury**

- a. Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Contract shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees.
- b. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

#### **18. Termination for Convenience**

The City may terminate all or part of this Contract at any time for its own convenience by written notice to Provider, effective immediately or at any time identified. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract.

#### **19. Intellectual Property**

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in the City. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the City any data or other tangible property generated by Provider under this Contract and necessary for the beneficial use of intellectual property covered by this paragraph.

#### **20. Conflict of Interest**

Except with City's prior written consent, Provider shall not engage in any activity, or



accept any employment, interest or contribution that would, or would reasonably appear, to compromise Provider's professional judgment with respect to this Contract, including, without limitation, concurrent employment in direct competition with the Contract.

**21. Modification**

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

**22. No Waiver of Legal Rights**

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

**23. Integration**

This Contract contains the entire contract between the parties and supersedes all prior written or oral discussions or contracts regarding the same subject.

**PROVIDER**

**CITY OF GLADSTONE, OREGON**

\_\_\_\_\_

\_\_\_\_\_  
Name, Title

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

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

**ATTEST:**

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