

TOWNSHIP OF HAMLITON
CONTRACT FOR PROFESSIONAL SERVICES

TOWNSHIP AUDITOR

THIS AGREEMENT made this 3rd day of January 2012, by and between

THE TOWNSHIP OF HAMILTON, COUNTY OF ATLANTIC, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "TOWNSHIP"

AND

LEON P. COSTELLO, CPA, RMA, and the accounting firm **Ford-Scott and Associates, LLC**, having an office at 1535 Haven Avenue, Ocean City, County of Cape May, State of New Jersey, hereinafter referred to as "TOWNSHIP AUDITOR"

WITNESSETH:

1. **APPOINTMENT - TERM.** The TOWNSHIP OF HAMILTON does hereby retain and employ LEON P. COSTELLO, CPA, RMA, and the accounting firm Ford-Scott and Associates, LLC, in the capacity of TOWNSHIP AUDITOR for the period January 3, 2012 to December 31, 2012, and until his successor is duly appointed.

2. **LIMITS ON POLITICAL CONTRIBUTIONS.** Prior to awarding this contract, the TOWNSHIP received from TOWNSHIP AUDITOR a sworn statement, made under penalty of perjury, that TOWNSHIP AUDITOR has not made a contribution in violation of the Township of Hamilton Ordinance 1636-2008 (Limits on Political Contributions).

3. **DUTIES.** The TOWNSHIP AUDITOR shall perform all auditing as required to be performed on behalf of the TOWNSHIP OF HAMILTON and in accordance with the ordinances of the TOWNSHIP OF HAMILTON and the Laws of the State of New Jersey, including the rules and regulations of the New Jersey Division of Local Government Services.

The TOWNSHIP AUDITOR shall perform such other services and duties as may be necessitated and as authorized by the Governing Body or their designee and to provide assistance in the preparation of the annual Municipal Budget. Without in any way intending to limit the generality of the foregoing, the TOWNSHIP AUDITOR shall perform those duties specified in the Request for Proposal addressed to the Governing Body of the TOWNSHIP OF HAMILTON, a copy of which is attached hereto and incorporated herein by this reference.

3. **METHOD OF COMPENSATION; INDEPENDENT CONTRACTOR STATUS.**

The TOWNSHIP AUDITOR shall be compensated on the basis of vouchers which shall be submitted to the Chief Financial Officer on a regular basis and which shall specify the professional service performed. The TOWNSHIP AUDITOR shall, prior to the adoption of the current Municipal Budget, indicate to the Governing Body, an estimate of the funds required for compensation and other expenses for the year, so that the required budgetary appropriations can be made. The TOWNSHIP AUDITOR shall be deemed an independent contractor and shall not be deemed an employee of the Municipality. The Municipality shall make no deduction from the compensation paid to the TOWNSHIP AUDITOR for federal and state withholding, pension, or any other payroll deduction.

4. **COMPENSATION.** The TOWNSHIP AUDITOR shall be compensated in accordance with the fee schedule which is attached to the CONTRACT as Schedule "A" and incorporated herein by this reference. Such fees shall not exceed, however, the sum of Thirty Nine Thousand Five Hundred (\$39,500.00) Dollars.

5. **DELEGATION OF DUTIES.** The TOWNSHIP AUDITOR shall have the right to have certain of the duties of the Auditor performed by the other associates or members of his firm.

6. **AFFIRMATIVE ACTION COMPLIANCE.** The TOWNSHIP AUDITOR agrees and represents that he maintains an office which has less than fifty (50) employees. The TOWNSHIP AUDITOR agrees that in the event the work force in his firm increases to fifty (50) or more employees, that he will contact the State Affirmative Action Office and comply in all respects with the requirements thereof including the completion and filing of an "Employee Information Report."

The parties agree to incorporate into this CONTRACT the mandatory language of sub-section 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or sub-contractor agrees to comply fully with the terms, provisions and obligations of said sub-section 3.4(a) provided that said sub-section shall be applied subject to the terms of sub-section 3-4(d) of said Regulations.

The parties to this Contract agree to incorporate into this Contract the mandatory language of sub-section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or sub-contractor agrees to comply fully with the terms, provisions and obligations of said sub-section 5.3.

Attached hereto as Exhibit "B" is an Affirmative Action Affidavit executed by the TOWNSHIP AUDITOR in accordance with the requirements of P.L. 1975, c. 127.

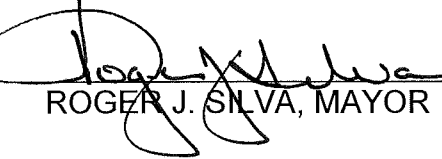
7. Professionals (auditors, engineers, attorneys, etc.) must obtain authorization for any work performed under this contract from the Township Administrator or by formal action (motion, resolution, or ordinance) of the Township Committee. Any work not specifically authorized may be rejected for payment at the discretion of the Township Administrator when reviewing invoices, vouchers and submissions. Any work rejected by the Township Administrator is subject to review by the Township Committee, if requested.

8. **AMENDMENTS.** This Contract may be amended in accordance with the provisions of the Local Public Contracts Law, as amended and supplemented.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and the TOWNSHIP OF HAMILTON executes this Contract pursuant to a Resolution adopted by the Township Committee of the TOWNSHIP OF HAMILTON on January 3rd, 2012.

TOWNSHIP OF HAMILTON

Dated: 1-19-12

By: 
ROGER J. SILVA, MAYOR

Attest: 
JOAN ANDERSON, TOWNSHIP CLERK

Dated: 1-10-12


LEON P. COSTELLO, CPA, RMA
Ford-Scott & Associates, LLC
TOWNSHIP AUDITOR

Distribution:
Township Clerk - two copies
Chief Financial Officer - one copy
Township Auditor - one copy
Township Solicitor - one copy

SCHEDULE A

FEE SCHEDULE

The following is a schedule of compensation rates for work to be performed in calendar year 2012 according to staff position:

<u>Level</u>	<u>Hourly Rate Range</u>
Partner	\$120 - \$175
Manager	\$95 - \$120
Supervisor	\$70 - \$90
Senior Staff	\$60 - \$80
Staff Accountant	\$50 - \$75
Clerical	\$45 - \$70

Our fee is on a "not to exceed" basis, and is based on the number of hours estimated to perform the engagement. As indicated previously, we anticipate the following staff levels to be assigned to this engagement:

- Partner - 2
- Senior Accountant - 1
- Staff Accountant - 2

If time required to complete the engagement is less than our fee, the Township will be billed the lesser amount.

Based on our estimate of the number of hours required to perform the engagement, the proposed fee for the audit of the Township of Hamilton for the year ended December 31, 2011 is \$39,500.

At the time of preparation of this proposal, we do not anticipate potential audit problems. If a matter should arise during the course of our fieldwork, we will discuss the issue with Township management. In the event that it is determined that further audit fieldwork or other special procedures are required to be performed that are outside of the scope of our audit engagement, we will request a separate engagement letter to confirm the work to be performed by us.

EXHIBIT B

APPENDIX C

Exhibit A
(Revised 2007)

N.J.S.A. 10:5-36 et seq, N.J.A.C. 17:27
Mandatory Affirmative Action Language

Goods, Professional Service and General Service Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-36 et. seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27 5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27 5.2.

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APPENDIX C

Exhibit A
(continued)

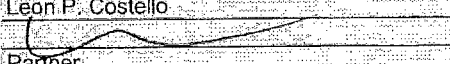
The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Name: Ford, Scott & Associates, L.L.C.
Name of Highest Official: Leon P. Costello
Signature: 
Title: Partner
Date: 10/20/2011