

PROPOSAL AND CONTRACT
BETWEEN THE HOUSING AUTHORITY
OF THE
HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON
AND
INDEPENDENT PUBLIC ACCOUNTANT
FOR AUDIT SERVICES

THIS AGREEMENT, entered into as of the ___ day of _____ 2022 by and between the Housing Authority of the Township of Edison, State of New Jersey, (hereinafter referred to as the "Public Housing Agency"), and _____, Independent Public Accountant, of _____ with offices at _____ (hereinafter referred to as the "Contractor"), WITNESSTH:

WHEREAS the Public Housing Agency has entered into a contract (contracts) with the United States of America acting through the Department of Housing and Urban Development (hereinafter referred to as the "Government") for financial assistance for low-income public housing pursuant to the United States Housing Act of 1937, as amended, 42 United States section 1437 et sec.; and

WHEREAS, pursuant to said contract (contracts), the Government, the comptroller General of the United States or his duly authorized representatives and the State of New Jersey Department of Community Affairs (DCA), have the right to audit the books and records of the Public Housing Agency pertinent to its operations with respect to such financial assistance; and

WHEREAS, the Government and DCA have authorized the Public Housing Agency to procure such an audit by an Independent Public Accountant in lieu of an audit by the Government and DCA; and

WHEREAS, the Public Housing Agency desires the Contractor to conduct and perform such an audit;

NOW, THEREFORE, the Public Housing Agency and the Contractor do mutually agree as follows:

1. The Contractor shall audit the accounts and records of the Public Housing Agency for the period ending June 30, 2022 and June 30, 2023, (a) in accordance with generally accepted Government auditing standards and the auditing and reporting provisions OMB Uniform Guidance and Notice PIH-95-31 and PIH-14 and (b) in conformance with the State of New Jersey Statutes and Regulations, New Jersey Administrative Code 5:31.7. The audit performed shall be sufficient in scope to enable the Contractor to express an opinion in the audit report on the financial statements of the PHA.

2. The books of account and financial records to be audited are maintained and are located at the PHA's office at 14 Samuel Carpenter Boulevard, Edison, New Jersey 08802. The Executive Director of the PHA at the Contractor's request will make these books and records available to the Contractor for the Contractor's use at the PHA's office during normal business hours.

3. If the Contractor ascertains that the PHA's books and records are not in a sufficiently satisfactory condition for performing an audit, the Contractor shall disclose this deficiency to the PHA. If the PHA cannot get its books ready for an audit within 15 days, then the IPA should notify the Government and the State of New Jersey DCA. Notifications to the Government and DCA shall be by written communication addressed to the Regional Inspector General for Audit, Regional Office, Department of Housing and Urban Development, 26 Federal Plaza, New York, NY and New Jersey Department of Community Affairs, Division of Local Government Services, 101 So. Broad Street, CN 803, Trenton, NJ 08625-0803.

The Contractor shall await further instructions from the Regional Inspector General for Audit and DCA before continuing the audit.

4. Upon completion of the audit, an Audit Report consisting of those elements described in the OMB Circular A-128 and required under the laws of the State of New Jersey shall be simultaneously submitted to the Regional Inspector General for Audit (2 copies), the State of New Jersey and the Public Housing Agency (1 copy for each Commissioner and required copies for the Executive Director) as joint addressees. Recipients of more than \$500,000 in Federal Funds shall submit one copy of the audit report to a central clearinghouse:

National Clearinghouse for Single Audit Reports
 Bureau of Census
 1201 East 10th Street
 Jeffersonville, Indiana 47132

5. The Audit Report shall be submitted within the time period prescribed under State Law. The Contractor shall submit the report within thirty (30) days of the audit completion.

6. The PHA may, before or during the conduct of the audit, request changes in the scope of the services of the Contractor to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation and any change in the time limitation for submission of the Contractor's report, which are mutually agreed upon by and between the Public Housing Agency and the Contractor, shall be incorporated into written amendments to this contract and shall be subject to approval by the Government and the State of New Jersey DCA.

7. The Public Housing Agency agrees to pay the Contractor as compensation for the services and report mentioned herein, a lump-sum fee* of \$ _____ per year, inclusive of all costs and expenses. The fee is based on the following:

a. Partner(Principal):	\$ _____	per hour;	estimated man-days	_____	\$ _____
b. Senior(Manager):	_____	" "	;	" "	_____
c. Senior/Semi-Junior:	_____	" "	;	" "	_____
d. Junior:	_____	" "	;	" "	_____
e. Other (describe) _____					
<u>Total</u>					\$ _____

It is estimated that () man-days will be required to perform the audit.

*Such lump-sum fee shall be payable upon the Contractor's compliance with Paragraph 4 of this agreement.

8. The Contractor must be either a Certified Public Accountant, or a Licensed or Registered Public Accountant licensed on or before December 30, 1970, by a regulatory authority of a state or other political subdivision of the United States and meet any legal requirements concerning registration in which the PHA is located. In addition, those Public Accountants licensed after December 31, 1970, but prior to December 31, 1975, who performed a PHA audit prior to December 31, 1975, will be eligible to continue to perform PHA audits. A statement by the state identifying such registration or license shall be attached to this Contract.

9. The Contractor certifies that its principal officer(s) or member(s) do not now have and have not during any period covered by this audit any interest, direct or indirect, in the PHA or any of its members or officials including the following:

- a. Family relationship with any PHA official or member;
- b. Employment by or service as a member or official of the PHA during the period covered by the audit.

10. The Contractor certifies that it has not provided accounting or bookkeeping services for the PHA during the period covered by the audit except as follows: NONE

11. No member, officer or employee of the PHA, no member of the governing body in of the locality in which any of the PHA's projects are situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any responsibilities or functions with respect to the Public Housing Agency's projects, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

12. No member of or Delegate to Congress of the United States or Resident Commissioner shall be admitted to any share or part of this contract or any benefit that may arise therefrom.

13. The Contractor warrants that he/she has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Public Housing Agency the right to terminate this contract, or, in its discretion, to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.

14. The Contractor shall not assign or transfer any interest in this contract except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining members of such partnership.

15. The Contractor shall not discriminate against any employee or applicant for employment of race, color, religion, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, or national origin. 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.

16. For a period of four (4) years from the date of the Audit Report, the Contractor shall make its work papers, records and other evidence of audit available to the Government and the Comptroller General of the United States or his duly authorized representatives and the State of New Jersey DCA, during normal working hours upon written request of the Government or of the Comptroller General or his representatives or the State of New Jersey DCA. The period will be reduced to three (3) years for those Public Housing Agencies for which all projects have had Actual Development Cost Certificates issued. The Government and the Comptroller General and DCA shall be entitled to reproduce any and all such documents at their expense for which provision shall be made at the time the need for reproduction arises.

17. Except for disclosure to the Government, the Comptroller General, DCA and the PHA, the Audit Report and the workpapers, records, and other evidence of audit, including information and data prepared or assembled by the Contractor under this contract, shall be held confidential by the Contractor and shall not be made available without the prior written approval of the Government and DCA.

IN WITNESS WHEREOF, the Public Housing Agency and the Contractor have executed this agreement the day and year first written above.

HOUSING AUTHORITY OF THE
TOWNSHIP OF EDISON

(Name of Independent Public Accountant)

(Name of Public Housing Agency)

By

By _____

(Date)

(Date)