

**RESOLUTION #17-25
RESOLUTION APPOINTING AN AUDITOR FOR THE
CITY OF WOODBURY**

WHEREAS, there exists a need for the appointment of an Auditor for the City of Woodbury for the year 2017; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised; and

WHEREAS, this appointment and/or contract was advertised and is hereby awarded pursuant to a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4 et seq., with the award of the contract and/or the appointment being in the best interest and the most advantageous to the City of Woodbury considering all factors.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury that of the firm of **BOWMAN AND COMPANY, LLP** represented by **MICHAEL CESARO** is hereby appointed Auditor for the City of Woodbury. The term of the contract commences January 1, 2016 for a term to allow sufficient time for the filing of the December 31, 2016 audited financial statements; and

BE IT FURTHER RESOLVED that a contract be entered into with the above appointee, in the form attached hereto, and such contract be awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because the aforesaid agreement encompasses professional services recognized, licensed and regulated by law, and is of a nature where it is not possible to obtain competitive bids and is hereby awarded under a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

BE IT FURTHER RESOLVED that a notice of this resolution shall be published in the Gloucester County Times as required by law within ten (10) days of its passage.

ADOPTED at the regular meeting of the Mayor and City Council of the City of Woodbury held January 3, 2017.



DAVID TROVATO
President of Council

ATTEST: 

ROY A. DUFFIELD,
Clerk

Recorded vote:

Ayes (8): Swanson, McIlvaine, Johnson, Fleming, Parker, Reddin, Carter, Trovato

Nays, Abstentions: none

Absent (1): Tierney

CITY OF WOODBURY
CERTIFICATION AS TO THE AVAILABILITY OF FUNDS
CHIEF FINANCIAL OFFICER

I CERTIFY AS CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

Bowman & Company LLP

FOR: Professional Contract - Temporary budget portion until budget adoption

Auditor

RESOLUTION #	<u>17-25</u>	1/3/2017	AMOUNT:	<u>\$ 32,000.00</u>
ORDINANCE #	<u> </u>			

THAT FUNDS ARE AVAILABLE, AS OF THE DATE OF THIS RESOLUTION, FROM THE FOLLOWING:

		<u>Amounts Funded</u>
TEMPORARY BUDGET APPROPRIATION:	7-01-20-135-228	\$ 12,000.00
	7-01-20-135-229	\$ 6,000.00
	7-09-55-502-228	\$ 14,000.00

ADOPTED BUDGET APPROPRIATION:

DEDICATION BY RIDER:

RESERVE FOR FEDERAL & STATE GRANT:

CAPITAL ORDINANCE:

Dated: January 3, 2017



ROBERT LAW
CHIEF FINANCIAL OFFICER

17-25



January 3, 2017

The Honorable Mayor and
Members of the City Council
City of Woodbury
33 Delaware Street
Woodbury, New Jersey 08096

We (the Accountant/Contractor) are pleased to confirm our understanding of the services we are to provide the City of Woodbury, County of Gloucester, State of New Jersey, hereinafter referred to as "Municipality," for the year ended December 31, 2017. We will audit the statements of assets, liabilities, reserves and fund balance - regulatory basis, the related statement of operations and changes in fund balance - regulatory basis, the statement of revenues - regulatory basis, and statement of expenditures - regulatory basis of the various funds, and the statement of general fixed assets group of accounts - regulatory basis as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Municipality, in conformity with the *Requirements of Audit* as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

We have also been engaged to report on supplementary information that accompanies the Municipality's financial statements. The supplemental financial statements presented for the various funds are presented for purposes of additional analysis as required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and are not a required part of the basic financial statements. The accompanying schedules of expenditures of federal awards and state financial assistance programs are presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and State of New Jersey Circular 15-08-OMB, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*, and are also not a required part of the financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

Supplementary financial statements presented for the various funds
Schedule of expenditures of federal awards, if applicable
Schedule of expenditures of state financial assistance, if applicable

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with the *Requirements of Audit* as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole.

Audit Objectives (Cont'd)

The objective also includes reporting on -

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the terms and conditions of grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and State of New Jersey Circular 15-08-OMB, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and New Jersey Circular 15-08-OMB report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing base on the requirements of the Uniform Guidance and New Jersey Circular 15-08-OMB. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and State of New Jersey Circular 15-08-OMB, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and State of New Jersey Circular 15-08-OMB, and other procedures we consider necessary to enable us to express such opinions. Our reports will be addressed to the mayor and governing body members of the Municipality. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or we may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Audit Procedures - General (Cont'd)

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedules of expenditures of federal awards and state financial assistance, if applicable; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and State of New Jersey Circular 15-08-OMB, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and State of New Jersey Circular 15-08-OMB.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, Uniform Guidance, and State of New Jersey Circular 15-08-OMB.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Municipality's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and State of New Jersey Circular 15-08-OMB requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the *New Jersey State Grant Compliance Supplement*, for the types of compliance requirements that could have a direct and material effect on each of the Municipality's major programs.

Audit Procedures - Compliance (Cont'd)

The purpose of these procedures will be to express an opinion on the Municipality's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and State of New Jersey Circular 15-08-OMB.

Other Services

We will also provide assistance with the preparation of the following:

- the 2017 Annual Debt Statement
- the 2017 Annual Financial Statement
- the 2017 Budget
- the financial statements in conformity with the *Requirements of Audit* as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey
- the schedule of expenditures of federal awards in accordance with the Uniform Guidance (if applicable)
- the schedule of expenditures of state financial assistance in accordance with State of New Jersey Circular 15-08-OMB (if applicable)

The aforementioned documents will be prepared based on information provided by the Municipality. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with the *Requirements of Audit* as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey; the preparation and fair presentation of the schedules of federal awards and state financial assistance in accordance with the Uniform Guidance and State of New Jersey Circular 15-08-OMB, respectively; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform and audit under the Uniform Guidance and State of New Jersey Circular 15-08-OMB, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

Management Responsibilities (Cont'd)

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and State of New Jersey Circular 15-08-OMB, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review prior to the conclusion of our audit fieldwork.

You are responsible for Identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and schedule of expenditures of state financial assistance (including notes and noncash assistance received) in conformity with the Uniform Guidance and State of New Jersey Circular 15-08-OMB, respectively. You agree to include our report on the schedules of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedules of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedules of expenditures of federal awards and state financial assistance that includes our report thereon OR make the audited financial statements readily available to intended users of the schedules of expenditures of federal awards and state financial assistance no later than the date the schedules of expenditures of federal awards and state financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and State of New Jersey Circular 15-08-OMB, respectively; (2) you believe the schedules of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and State of New Jersey Circular 15-08-OMB, respectively; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in accordance with the *Requirements of Audit* as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the *Requirements of Audit* as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the *Requirements of Audit* as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey; (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary Information.

Management Responsibilities (Cont'd)

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will assist in preparing all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, if applicable, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

The audit documentation for this engagement is the property of Bowman & Company LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Division of Local Government Services, Department of Community Affairs, State of New Jersey or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bowman & Company LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our Firm must submit to an external quality control review of its accounting and auditing practice by an independent third party every three years. One important component of this review process is a detailed inspection of the work performed by our Firm during the conduct of selected audits. As such, the independent third party, as part of this process, may select the audit engagement of the Municipality. However, the conduct of an external quality control review complies with the confidentiality requirements set forth in the AICPA Code of Professional Conduct. In accordance with *Government Auditing Standards*, Section 3.106, a copy of the Accountant's most recent external quality control review report is attached to this agreement (Appendix 1).

Engagement Administration, Fees, and Other (Cont'd)

Michael D. Cesaro, CPA, RMA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services, subject to the conditions of the records, will be:

Audit of 12/31/2017 Financial Statements, including LOSAP	\$55,750.00
Assistance with AFS, ADS & Budget	<u>8,500.00</u>
	<u>\$64,250.00</u>
Preparation of Continuing Disclosure Report	<u>\$ 2,750.00</u>

Vouchers for payment of these fees may, at our discretion, be presented as work progresses. All vouchers presented in accordance with this agreement shall be paid by the Municipality within forty-five (45) days from the date remitted. Delinquent balances may be subject to collection agency action if account is not paid in full in a timely manner.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We shall when requested, with regard to all temporary and permanent financing of the Municipality, assist management and, the Municipality's Financial Advisor, in preparing draft maturity schedules, tax rate projections and compile and electronically post and print the Preliminary and Final Official Statements. The Municipality is responsible for making all management decisions and performing all management functions related to temporary and permanent financing and for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with all debt related services, and for evaluating the adequacy and results of such services and accepting responsibility for them. When requested, we shall also assist with the preparation of "Arbitrage" or excess earnings calculations. The fees for these services are not included in our fee proposal above. The costs for these services are noted in the Specialized Financial and Bonding Services section.

Specialized Financial and Bonding Services. The charges for Specialized Financial and Bonding Services for professional staff shall be charged at one and one-quarter (1¼) times the "Current Standard Hourly Rates" as stated in Appendix 2, at the time service is rendered. The charges for Bonding Services for professional staff shall be charged at one and one-half (1½) times the "Current Standard Hourly Rates" as stated in Appendix 2.

Minimum Fees

Compilation and assembly of Preliminary and Final Official Statements, including preparation of draft maturity schedules and tax rate projections, assistance with the application to the Local Finance Board and assistance in obtaining bond ratings.	\$15,000.00
Electronic Posting of Preliminary Official Statement and printing a maximum of 200 combined copies of the Preliminary and Final Official Statement	3,500.00
Printing and Distribution of a maximum of 200 copies of the Preliminary and Official Final Statements via mail and/or Federal Express	3,500.00
Printing and distribution of Official Statements in excess of 200 copies	5.00 (per copy)

Affirmative Action/Americans with Disabilities Act

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter 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. 10:5-31 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.

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Affirmative Action/Americans with Disabilities Act (Cont'd)

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 From AA302

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**AMERICANS WITH DISABILITIES ACT
Mandatory Language
Equal Opportunity for Individuals with Disability**

The contractor and the Municipality do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Municipality pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Municipality in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Municipality, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Municipality's grievance procedure, the contractor agrees to abide by any decision of the Municipality which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Municipality, or if the Municipality incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Municipality shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the Municipality or any of its agents, servants, and employees, the *Municipality shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Municipality or its representatives.

It is expressly agreed and understood that any approval by the Municipality of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Municipality pursuant to this paragraph.

It is further agreed and understood that the Municipality assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Municipality from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Mediation

In the unlikely event that a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.

We appreciate the opportunity to be of service to the City of Woodbury, County of Gloucester, State of New Jersey, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectively submitted,
BOWMAN & COMPANY LLP

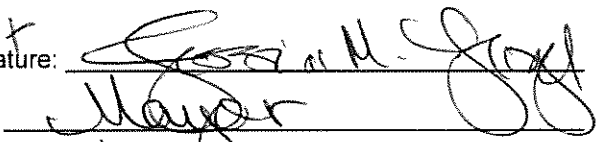


Michael D. Cesaro, CPA, RMA

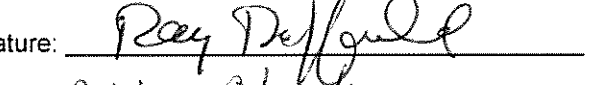
RESPONSE:

This engagement contract letter correctly sets forth the understanding of the City of Woodbury, County of Gloucester, State of New Jersey:

Authorized by:

Signature: 
Title: Mayer
Date: 1/3/17

Attested to by:

Signature: 
Title: City Clerk
Date: 1/3/17

APPENDIX 1 - EXTERNAL QUALITY CONTROL REVIEW REPORT



EisnerAmper LLP
111 Wood Avenue South
Iselin, NJ 08830-2700
T 732.243.7000
F 732.951.7400

www.eisneramper.com

System Review Report

To the Partners of Bowman & Company LLP
And the Peer Review Committee of the New Jersey Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Bowman & Company LLP (the firm) in effect for the year ended May 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included (engagements performed under Government Auditing Standards; audits of employee benefit plans, and examinations of service organizations [Service Organizations Control (SOC) 1 engagements]).

In our opinion, the system of quality control for the accounting and auditing practice of Bowman & Company LLP in effect for the year ended May 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Bowman & Company LLP has received a peer review rating of pass.

EisnerAmper LLP
EisnerAmper LLP
Iselin, NJ
September 8, 2014

APPENDIX 2 - STANDARD HOURLY RATES

Partner	\$215.00 - \$245.00
Senior Manager	150.00 - 214.00
Accountants	75.00 - 149.00
General Administration / Report Processing	50.00

APPENDIX 3

**CERTIFICATE OF EMPLOYEE
INFORMATION REPORT**

Certification 15

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2017** to **15-FEB-2020**

BOWMAN & COMPANY LLP
601 WHITE HORSE ROAD
VOORHEES NJ 08043



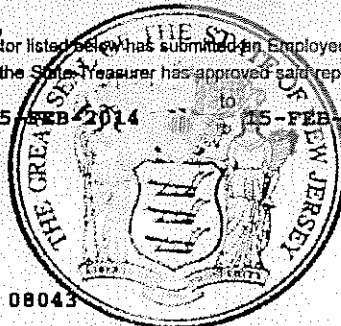
Ford M. Scudder
FORD M. SCUDDER
State Treasurer

Certification 15

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL




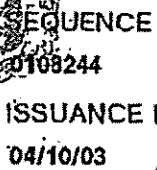


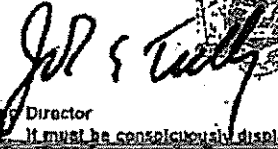
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2014** to **15-FEB-2017**

BOWMAN & COMPANY LLP
601 WHITE HORSE ROAD
VOORHEES NJ 08043



Andrew P. Sidamon-Eristoff
Andrew P. Sidamon-Eristoff
State Treasurer

**BUSINESS REGISTRATION
CERTIFICATE**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 262 TRENTON, NJ 08646-0252
 TAXPAYER NAME: BOWMAN & COMPANY LLP	 TRADE NAME:	
TAXPAYER IDENTIFICATION#: 210-658-561/000	 SEQUENCE NUMBER: 0109244	
ADDRESS: 601 WHITE HORSE RD VOORHEES NJ 08043	ISSUANCE DATE: 04/10/03	
EFFECTIVE DATE: 02/01/83	 John S. Tully Acting Director	
FORM-BRC(08-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

APPENDIX 5

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: **Bowman & Company LLP, Michael D. Cesaro, Partner**

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN IF UNABLE TO CERTIFY ABOVE

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below:

Name: ***Not applicable***
Description of Activities:

Relationship to Proposer:

Duration of Engagement:
Proposer Contact Name:

Anticipated Cessation Date:
Contact Phone Number:


DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: Bowman & Company LLP, Michael D. Cesaro, Partner

Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the City of Woodbury is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Woodbury to notify the City of Woodbury in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Woodbury and that the City of Woodbury at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: Michael D. Cesaro, CPA, RMA

Signature: 

Title: Engagement Partner

Date: January 3, 2017

