

HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE

RESOLUTION NO. 2302

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE, upon the recommendation and approval of the Executive Director, that the following claims on current bills, list attached, amounting to \$ 22,560.58 is hereby approved.

INTRODUCED BY: *Justin Pivner*

SECONDED BY: *Mary Bauer*

DATED: June 2, 2021

**FLHA/FLASH BILLS FOR JUNE 2021**

\$ 1,297.35	P.S.E. & G. – Invoice for April/May for HJHH
1,115.33	Suez Water NJ - Inv. for 5/1/21 to 6/1/21
430.69	P.S.E. & G. – Office Invoice for April/May 2021
300.00	Roto Rooter – Semi Annual Maintenance
60.48	Direct Supplies – C-Frame Motor Kits (4) VFM-100
1,425.00	J. Donovan – PSR Project: Site Improvements HJHH
115.69	PSE & G – Street Lighting for HJHH
114.66	Grainer – Box of Dozen V-Belts, 4L220
125.00	Anchor Pest Control – Services for Apt. 5C/1403
221.24	Direct Supplies – Six (6) Kidde AC/DC Smoke Alarms (10 Yrs) and Two (2) SM670 Motor 1 ¼” Blades
684.74	U. Varela – Reimbursement for Cast Iron Booster Pump for Heating System
118.48	Foley Inc. – Annual Building Load Test
267.20	Foley Inc. – Quarterly Inspection for Generator

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**\$ 6,275.86 TOTAL**

**SECTION 8 BILLS FOR JUNE 2021**

\$ 16.71	Ready Refresh – Inv. for May 2021
47.18	Fusion – Services for May 2021
538.60	Verizon - FIOS for 5/10 to 6/9/21
213.55	Verizon – Services for 5/10 to 6/9/21
719.00	AS Consulting Inc. – Backup Disaster Recovery, E-Mail Recovery and Managed Services for Computers and Servers
17.46	NTN – Criminal and Credit Searches/May 2021
13,788.50	NJ JIF – 2 <sup>nd</sup> and Final Installment for Insurance for Year 2021
401.63	Verizon Wireless – Services 5/4 to 6/3/2020
200.00	Fort Lee Regional Chamber of Commerce-Membership Dues 2021/22
175.00	NJNAHRO – Membership Dues for 2021/2022
46.60	North Jersey Media – Ad for Audit Services FYE 12/31/2020
48.40	North Jersey Media – Ad for Accounting Services 2021/2022
72.09	Staples – Inv. # 3476584828 – Office Supplies

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**\$ 16,284.72 TOTAL**

**HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE**

**RESOLUTION NO. 2308**

**RESOLUTION BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE AUTHORIZING THE EXECUTIVE DIRECTOR TO RENEW THE SHARED SERVICES AGREEMENT FOR THE PROVISION OF ADMINISTRATIVE SERVICES TO THE FORT LEE RENT LEVELING BOARD BETWEEN THE BOROUGH OF FORT LEE AND THE FORT LEE HOUSING AUTHORITY.**

**WHEREAS**, the Executive Director and the Borough Administrator negotiated an Intergovernmental Agreement (the "Agreement") to govern the parties' respective duties and obligations, which Agreement was reviewed and approved by the Mayor and Council and the Authority's Board of Commissioners by Resolution No. 2100, dated April 6, 2016, (Exhibit A attached); and

**WHEREAS**, it is the desire of the Borough of Fort Lee and the Housing Authority of the Borough of Fort Lee to renew this Agreement for an additional two - year period under the same terms and conditions with the exception of an increase in compensation for the period of April 1, 2021 through March 31, 2022, to be paid monthly at the rate of \$ 2,800.00 per month for a total sum of \$33,600.00; and for the period of April 1, 2022 through March 31, 2023, to be paid monthly at the rate of \$ 2,2870.00 per month for a total sum of \$ 34,440.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE as follows:**

1. That the Executive Director is hereby authorized to renew the Agreement for an additional term of two (2) years year at an increased compensation for services rendered at \$ 33,600.00 annually to be paid monthly at the rate of \$ 2,800.00 per month for the year 2021-2022 and \$ 34,440.00 annually to be paid monthly at the rate of \$ 2,870.00 per month for the year 2022-2023.
2. That all other terms and conditions shall remain in effect as under the original Agreement.
3. That this Resolution shall take effect immediately.

OFFERED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**Dated: June 2, 2021**

HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE

RESOLUTION NO. 2100

RESOLUTION OF THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE AUTHORIZING ENTERING INTO AN AGREEMENT WITH THE BOROUGH OF FORT LEE TO PROVIDE ADMINISTRATIVE SERVICES TO THE RENT LEVELING BOARD AND FOR CERTAIN SALARY ADJUSTMENTS ASSOCIATED THEREWITH

WHEREAS, the Borough of Fort Lee (the "Borough") has requested that the Housing Authority of the Borough of Fort Lee (the "Authority") assume the duties of administering and serving as secretary to the Borough's Rent Leveling Board; and

WHEREAS, after negotiations between the Executive Director and the Borough Administrator the Borough has offered to compensate the Authority the sum of \$29,500.00 to perform the aforesaid duties for the Rent Leveling Board; and

WHEREAS, the Authority's FSS Coordinator, Lydia Ruiz has expressed an interest in performing the functions and duties associated with administering the Rent Leveling Ordinance and serving as secretary to the Board; and

WHEREAS, HUD has encouraged Housing Authorities to capitalize on their resources and to seek alternative revenue streams to meet the rising costs of providing affordable housing; and

WHEREAS, the Executive Director and the Borough Administrator are negotiating an Intergovernmental Agreement (the "Agreement") to govern the parties' respective duties and obligations, which Agreement shall be subject to review and approval of the Authority's Board of Commissioners; and

WHEREAS, Simone Kosuda, the current administrator/secretary to the Rent Leveling Board retired on March 31, 2016; and

WHEREAS, Lydia Ruiz has undergone training with Ms. Kosuda and is familiar with the files, procedures and processes of the Rent Leveling Board and is willing to assume such duties immediately.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the Borough of Fort Lee that:

1. The Executive Director is authorized to negotiate and prepare an Intergovernmental Agreement with the Borough to be approved by the Board of Commissioners; and
2. Such Agreement shall at a minimum specify the duties to be performed, the number of walk-in hours, reimbursement for non-labor costs and expenses and that the Agreement shall be mutually terminable upon thirty days' notice.
3. In the interim, the Authority may assume the responsibilities of serving as administrator and secretary to the Rent Leveling Board; and
4. Under the direction of the Executive Director, Lydia Ruiz shall primarily perform the functions and duties associated with administering the Rent Leveling Ordinance and serve as secretary to the Rent Leveling Board;
5. As compensation for performing said duties Lydia Ruiz shall be compensated an additional sum of \$7000.00 per year to be added to her existing salary and paid weekly. Said salary shall be rescinded in the event the Borough and the Authority do not enter an Intergovernmental Agreement OR in the event such Agreement is subsequently terminated.

6. The Executive shall monitor the time spent by Ms. Ruiz serving the Rent Leveling Board as well as any impact that the new duties may have on other staff members and shall make recommendations to the Board with respect to the feasibility of continuing to provide the services, whether the compensation provided hereunder is adequate and whether other Authority employees should also receive additional compensation as a result of the duties being assumed under the Intergovernmental Agreement.

INTRODUCED BY Dolores Steinberg

SECONDED BY: Mary Ruiz

DATED: April 6, 2016

**HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE**

**RESOLUTION NO. 2304**

**RESOLUTION BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH THOMAS FURLONG, C.P.A., FOR ACCOUNTING SERVICES FOR THE PERIOD BEGINNING JUNE 1, 2021 AND TERMINATING ON May 31, 2022, AT AN ANNUAL FEE OF \$ 34,800.00, payable monthly in the amount of \$ 2,900.00.**

**WHEREAS**, the Fort Lee Housing Authority (Authority) is currently operating (a) 40 units of Project Based Housing Choice Vouchers; and (b) 490 units under the Housing Choice Voucher Program, in the Borough of Fort Lee, Bergen County, hereinafter collectively referred to as the "Projects"; and

**WHEREAS**, accounting services will be required by the Authority in connection with the operation and management of said Projects during the 2021 calendar year; and

**WHEREAS**, a Public Notice was placed in The Record Newspaper on May 17, 2021 for sealed proposal for "Accounting Services - Fort Lee Housing Authority" with a return date of May 27, 2021; and

**WHEREAS**, in response to the aforesaid advertisement, the Authority did receive only one (1) proposal which was submitted by the current accountant, Thomas Furlong, CPA; and

**WHEREAS**, the proposed fee submitted by Thomas Furlong, CPA in the sum of \$34,800.00 payable in 12 equal monthly installments of \$2,900.00 plus \$150.00 per hour for additional services required in connection with the annual audit or as requested by the Authority is reasonable; and

**WHEREAS**, Thomas Furlong, CPA is a responsible firm which has previously provided satisfactory services to the Authority for many years.

**NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE (Authority), as follows:**

1. That the Executive Director is authorized to enter into a contract in the form included in the Request for Proposals for accounting services to **THOMAS FURLONG, CPA** for a term of one year beginning June 1, 2021 and terminating on May 31, 2022 at an annual fee of \$34,800.00 payable in 12 equal monthly installments of \$2,900.00 plus \$150.00 per hour for additional services required in connection with the annual audit or as requested by the Authority; and

2. That the Contract is being awarded in accordance with the Authority's Procurement Policy; and
3. That the Contract is also awarded as a "Professional Service" under the Local Public Contracts Law, (N.J.S.A. 40A:11-1 et seq.) as accounting services, and that a Notice of this Action shall be published once in The Record; and
4. That this Resolution and Contract shall be and remain on file and available for public inspection at the office of the Fort Lee Housing Authority, 1403 Teresa Drive, Fort Lee, New Jersey 07024; and
5. That this Resolution shall take effect immediately.

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

DATED: June 2, 2021



## **AGREEMENT FOR ACCOUNTING SERVICES**

### **Section 8 Housing Choice Voucher Program and Low-Income Public Housing**

**THIS AGREEMENT**, entered into as of the 3rd day of June 2021, by and between the **HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE**, 1403 Teresa Drive, Fort Lee, New Jersey, hereinafter referred to as the "**AUTHORITY**", and **THOMAS FURLONG**, Certified Public Accountant, 470 Highway 79, Suite 2, Morganville, New Jersey 07751, hereinafter referred to as the "**ACCOUNTANT**".

#### **WITNESSETH:**

**WHEREAS**, The Authority has entered into an Annual Contributions Contract ("ACC") with the United States of America, providing for assistance in the operation of Project Based Housing Choice Voucher Program (under RAD Program) and the Housing Choice Voucher Program.

**WHEREAS**, The Authority desires to engage the Accountant to perform "fee accounting" services and render certain technical advice and assistance in connection with such undertakings of the Authority.

**NOW, THEREFORE**, The Authority and the Accountant do mutually agree as follows:

#### **I. APPOINTMENT**

The Authority hereby retains the Accountant as the Accountant and financial advisor for the Authority, and the Accountant hereby accepts such appointment for a term of one (1) year, commencing June 1, 2021 and terminating on May 31, 2022.

#### **2. SCOPE OF FEE ACCOUNTING SERVICES**

The Accountant shall perform all the necessary services provided under this Contract. The Accountant shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Authority, the following:

- a) Review and update the books, records, and accounts of the Authority in accordance with the procedures outlined by the U.S. Department of Housing and Urban Development and in compliance with Local Fiscal Control Law N.J.S.A. 40A:5A. Maintain a general ledger for each program.

- b) Prepare journal vouchers as required.
- c) Prepare such fiscal reports and balance sheets on a monthly, quarterly or annual basis as shall be required by Federal or State Statutes or Regulations, or as requested by the Authority.
- d) Prepare quarterly requisitions for funds.
- e) Establish and maintain subsidiary books of account and records for the Authority in accordance with the procedures outlined by the U.S. Department of Housing and Urban Development and in compliance with Local Fiscal Control Law N.J.S.A. 40A:5A. .
- f) Prepare and assist in any revisions of the 2021 budget and operating budget calculations; prepare and assist in the preparation of the 2022 budget and operating subsidy calculations.
- g) Be available and serve as a consultant on accounting and fiscal matters.
- h) Provide internal auditing services as may be requested by the Authority.
- i) Attend meetings of the Authority when requested by the Authority or its Executive Director.
- j) Prepare all other fiscal reports and statements when requested by the Authority or its Executive Director.
- k) Perform such other fiscal reports and statements when requested by the Authority or its Executive Director.
- l) The Accountant shall act as liaison person between the Authority's Executive Director and HUD, in particular, at HUD Area Office in Newark, New Jersey, and at its Regional Office in New York, and the New Jersey State Dept. of Community Affairs Office in Trenton, on all financial matters and the Accountant shall promptly and without delay respond to all communications, including telephone calls, from HUD.
- m) Prepare a separate monthly financial statement for each of the three programs in a format acceptable to the Authority's Executive Director.
- n) Assist Auditor in the conversion of the Authority books to G.A.A.P. (Generally Accepted Accounting Principles).

3. **PAYMENT**

a) The Authority shall pay the Accountant for the above services, for the period from June 3, 2020, to May 31, 2021, the sum of THIRTY FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$ 34,800.00) per annum, payable monthly in the amount of \$ 2,900.00.

b) The Accountant to be paid, in addition to the above annual fee, at the rate of \$ 150.00 per hour for any work required with the annual HUD mandated Audit by Independent Public Accountant.

c) The Accountant shall be paid, in addition to the annual fee, at the rate of \$ 150.00 per hour for any services not included in Paragraph 2 - SCOPE OF FEE ACCOUNTING SERVICES, provided, however, that the Accountant first receives from the Authority written approval, prior to commencement of the services.

4. **TERMINATION**

The Authority may terminate this Agreement for failure or refusal of the Accountant to perform to the satisfaction of the Authority the services agreed upon herein. Should this contract be so terminated prior to the date set forth above, the Accountant shall be entitled to compensation to the date of termination, in an amount equal to the pro-rata annual compensation then unpaid.

5. **MISCELLANEOUS PROVISIONS**

a) The Authority and the Accountant agree to be bound and do hereby bind themselves as far as duties required from the Accountant and payment therefore by the Authority, to the applicable regulations of HUD, provided that such regulations are binding upon the Authority under the law.

b) Notwithstanding anything to the contrary herein, the parties specifically agree that this Agreement shall not be deemed to create the relationship of employer and employee between the Authority and the Accountant, respectively, and no rights or privileges of an employee of the Authority shall inure to the Accountant hereby.

c) No member, officer, or employee of the Authority during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

d) No member of or delegate of the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise therefrom.

e) Except for disclosure to the Government, the Comptroller General, the Authority's auditor, and the Authority, any information and data, prepared or assembled by the Accountant under this Contract, shall be held confidential by the Accountant and shall not be made available or otherwise disclosed to any person without the prior written approval of the Authority.

f) The Accountant shall provide the Authority during the contract period, a minimum of fourteen (14) hours per month with the average amount of hours per month being twenty (20) hours. In no event shall the Accountant provide less than two hundred forty (240) hours of service during the contract period.

**IN WITNESS WHEREOF, The Authority and the Accountant have executed this Agreement the day and year first above written.**

**ACCOUNTANT:**

**HOUSING AUTHORITY OF THE  
BOROUGH OF FORT LEE**

**THOMAS FURLONG, C.P.A.**

**BY: \_\_\_\_\_  
THOMAS FURLONG**

**BY: \_\_\_\_\_  
TERRENCE J. CORRISTON**

**TITLE: Accountant**

**TITLE: EXECUTIVE DIRECTOR**

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

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

**HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE**

**RESOLUTION NO. 2305**

**RESOLUTION BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE AUTHORIZING THE AWARD OF A CONTRACT TO POLCARI AND COMPANY, 2035 Hamburg Turnpike, Unit H, Wayne, N.J., TO AUDIT THE BOOKS AND RECORDS OF THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE FOR THE TWELVE MONTH PERIOD ENDING DECEMBER 31, 2020.**

**WHEREAS**, there is a need for the services of an Independent Public Accountant to perform the annual audit of the books and records of the Housing Authority of the Borough of Fort Lee (the "Authority"); and

**WHEREAS**, in accordance with the Authority's Procurement Policy the Authority placed a Public Notice in The Record Newspaper on May 17, 2021, for sealed proposals for "Audit Services - Fort Lee Housing Authority" with a return date of May 27, 2021 ; and

**WHEREAS**, in response to the aforesaid advertisement, the Authority did receive one (1) proposal which proposal was submitted by the Authority's current auditor, Polcari and Company; and

**WHEREAS**, the proposed fee submitted by Polcari and Company in the sum of \$11,500.00 for completing the Audit plus \$175.00 per hour for any additional services requested by the Authority in accordance with Section 19 of the Contract is reasonable; and

**WHEREAS**, Polcari and Company is a responsible firm which has previously provided satisfactory services to the Authority for many years.

**NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE as follows:**

1. That the Executive Director is authorized to enter into a contract in the form included in the Request for Proposals for Audit Services for the twelve month period ending December 31, 2020 with Polcari and Company for the lump sum fee of \$11,500 plus \$175.00 per hour for any additional services requested by the Authority in accordance with Section 19 of the Contract; and
2. That the Contract is being awarded as a professional service in accordance with the Authority's Procurement Policy and that a Notice of this Action shall be published once in The Record; and
3. That this Resolution and Contract shall be and remain on file and available for public inspection at the office of the Fort Lee Housing Authority, 1403 Teresa Drive, Fort Lee, New Jersey 07024; and
4. That this Resolution shall take effect immediately.

INTRODUCED BY: \_\_\_\_\_

*Justin Filson*

SECONDED BY: \_\_\_\_\_

*Murray Bauer*

DATED: June 2, 2021

EXHIBIT "A"

THIS AGREEMENT, entered into as of the \_\_\_\_\_, 2021, by and between the Fort Lee Housing Authority, State of New Jersey, (hereinafter referred to as the Public Housing Agency) and Polcari & Company, CPA's, Independent Public Accountant of 2035 Hamburg Turnpike, Unit H, Wayne, NJ 07470 with office at same, hereinafter referred to as the "Contractor", WITNESSETH:

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

WHEREAS, pursuant to said contract the Government and the Comptroller General of the United States or his/her duly authorized representatives have the right to audit the books and records of the Public Housing Agency and Senior Activity/Nutrition Center pertinent to its operations with respect to such financial assistance; and

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

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

NOW THEREFORE BE IT RESOLVED that 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 12 month period ending December 31, 2020, in accordance with generally accepted auditing standards and the auditing and reporting provisions of the Single Audit Act of 1984 and The Uniform Guidance and additional requirements covered in PIH 95-31 (HA) PFS and PHMAP tests. 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 and Senior Activity/Nutrition Center.
2. The books of account and financial records to be audited are maintained and are located at the Public Housing Agency's office at 1403 Teresa Drive, Fort Lee, NJ.

These books and records will be made available to the Contractor by the Executive Director of the Public Housing Agency at the Contractor's request for the Contractor's use at the Public Housing Agency's office during normal business hours.

3. If the Contractor ascertains that the Public Housing Agency's books and records are not in a sufficiently satisfactory condition for the performing of an audit, the contractor shall disclose this deficiency to the Public Housing Agency. If the Public Housing Agency cannot get the books ready for an audit within 15 days, then the IPA should notify the Government. Notification to the Government shall be by written communication addressed to the HUD, Management Office, Public Housing Division, 1 Newark Center, Newark, New Jersey 07102-5250.

The Contractor shall await further instructions from the HUD, Management Office, Public Housing Division before continuing the audit.

4. Upon completion of the audit, an Audit Report consisting of those elements as required by the Government (HUD) and the State of New Jersey (DCA) shall be simultaneously submitted to the Public Housing Agency (1 copy for each Commissioner and required copies for the Executive Director), HUD Field Office (3 copies), Federal Bureau of the Census, the State of New Jersey DCA and the Local Municipality.
5. The Audit Report shall be submitted by September 30, 2021.
6. The Public Housing Agency 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 borne by the Public Housing Agency from their reserves.
7. The Public Housing Agency agrees to pay the Contractor as compensation for the services and report mentioned herein, a lump-sum fee of \$11,500 inclusive of all costs and expenses. The fee is based on the following:



- a. Partner (Principal):\$ 175 per hour; estimated hours 28; \$ 4,900
  - b. Senior (Manager): \$ 135 per hour; estimated hours 28; \$ 3,780
  - c. Junior: \$ 105 per hour; estimated hours 24; \$ 2,520
  - d. Other (Administrative); \$300
- Total            \$ 11,500

It is estimated that 80 hours will be required to perform the audit.

*\*Such lump-sum fee shall be payable after submission of the Audit Report to the Public Housing Agency and after submission of copies of the report to the Government as provided in Paragraph 4 above.*

- 8. The Contractor must be either a Certified Public Accountant, or a licensed or registered public accountant licensed on or before December 31, 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 Public Housing Agency is located. In addition, those public accountants licensed after December 31, 1970, but prior to December 31, 1975, who perform 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 office(s) or member(s) do not have and have not had 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 member or official;
  - b. Employment by or service as a member of a 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 Public Housing Agency, no member of the governing body of the locality in which any of the Public Housing Agency's projects are situated, no member of the governing body of the locality in which the Public Housing Agency was activated, and no other public official of such locality or localities who exercise 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 to 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 warrant 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 Public Housing Agency 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 the partnership.
15. The Contractor shall not discriminate against any employee or applicant for employment because 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. Work papers and reports shall be retained for a minimum of three (3) years from the date of the audit report, unless the Contractor is notified in writing by HUD to extend the retention period. Audit work papers shall be made available upon request to its designee or the General Accounting office at the completion of the audit.

17. Except for disclosure to the Government, the Comptroller General and the Public Housing Agency, the Audit Report and the work papers, 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 or otherwise disclosed to any person without the prior written approval of the Government.

The Contractor shall be paid, in addition to the compensation as set forth in Paragraph 7 of this Agreement, at the rate of \$ 175 per hour for the additional services to be performed by the lead Auditor Anthony G. Polcari, CPA.

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

Polcari & Co. CPA's

Fort Lee Housing Authority

BY: \_\_\_\_\_  
(Name) (Date)

BY: \_\_\_\_\_  
(Name) (Date)