

RESOLUTION NO. R2007-50

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT TO AUDIT TOWN ACCOUNTS FROM JULY 1, 2006 THROUGH JUNE 30, 2007 WITH JOHNSON, MURPHEY & WRIGHT, P.C. AND TO PROVIDE PAYMENT FOR MUNICIPAL AUDITING SERVICES PERFORMED ON TOWN ACCOUNTS FOR THAT TIME PERIOD IN THE AMOUNT OF \$14,100.00.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Town Manager is authorized to enter into a contract to audit Town Accounts from July 1, 2006 through June 30, 2007 with Johnson, Murphey & Wright, P.C. and to provide payment for municipal auditing services performed on Town Accounts for that time period in the amount of \$14,100.00. A copy of the Contract to Audit Accounts is attached.



MAYOR



RECORDER

7-11-07
DATE

6-25-07
DATE

PAN/kac

CONTRACT TO AUDIT ACCOUNTS

OF

TOWN OF SIGNAL MOUNTAIN, TENNESSEE

(GOVERNMENTAL UNITS AND/OR RECIPIENTS OF GRANT FUNDS)

FOR THE PERIOD

FROM JULY 1, 2006 TO JUNE 30, 2007

Please include current email information below. If your email information changes after this contract is approved, updated information should be submitted via the form located at: <http://www.comptroller.state.tn.us/maformust.htm>

CPA's E-Mail Address: _____

btw@mtw-cpa.com

Government/Nonprofits E-Mail Address: _____

(See Instruction # 11)

For Department of Audits use only

Copies of the audit report resulting from this contract are to be filed with the office noted below:

Municipal Audit

County Audit

(See Instruction # 10)

March 2007

CONTRACT TO AUDIT ACCOUNTS

OF TOWN OF SIGNAL MOUNTAIN, TENNESSEE

(Name of Organization)

This agreement made this 22ND day of JUNE, 2007, by and betweenJOHNSON, MURPHEY & WRIGHT, P.C.

(Auditor)

301 NORTH MARKET ST., CHATTANOOGA, TN 37405, hereinafter referred to as the "auditor"

(Full Address of Auditor)

and TOWN OF SIGNAL MOUNTAIN, TENNESSEE, of

(Name of Organization)

1111 RIDGEWAY AVENUE, SIGNAL MOUNTAIN, TN 37377, hereinafter referred to as the

(Full Address of Organization)

"organization" (governmental unit or grant recipient), as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the financial statements of all funds, and grant contracts of the organization for the period beginning JULY 1, 2006, and ending JUNE 30, 2007 with the exception of the funds and/or contracts as listed below (explanations should be attached for each situation noted):

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133*. The audit is also to be conducted in accordance with any other applicable federal management circulars.

3. The auditor shall, as part of the written report of audit, submit to the organization's governing body a report containing an expression of an unqualified or modified opinion on the financial statements. (See Instruction 4) This report shall state that *Government Auditing Standards* have been followed in the audit, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon this contracted auditor's report; (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.

4. It is agreed that *Government Auditing Standards* include consideration of internal controls to determine auditing procedures for the purpose of expressing opinions on the financial statements and, if applicable, on compliance with the requirements of federal financial assistance programs. It is also agreed that *Government Auditing Standards* require the auditor to report on the internal control and on compliance with applicable laws and regulations. This report shall state the audit was performed in accordance with *Government Auditing Standards*. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB *Circular A-133* shall include the additional report required by that circular. This report shall state the audit was performed in accordance with *Government Auditing Standards* and in accordance with OMB *Circular A-133*. Any other applicable federal management circulars shall also be referenced in this report.

5. The auditor shall make a written report, which shall be a part of the written report of audit, to the organization's governing body setting forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings. These findings and recommendations shall either be part of the report on internal control and compliance with applicable laws and regulations, described in paragraph 4, or they shall be incorporated by reference in the report.

6. If a management letter or any other reports or correspondence relating to other matters involving internal controls and recommendations are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters not also disclosed in the findings found in the published report of audit).

7. Instances of noncompliance which are not related to federal funds (reporting noncompliance related to federal financial assistance is addressed in OMB *Circular A-133*) should be reported in accordance with *Government Auditing Standards*. If any other instances of noncompliance are communicated to management in writing, this communication shall be disclosed in the report on internal control and compliance and a copy submitted to the Comptroller of the Treasury.

8. The auditor shall furnish 20 copies of the report to the organization's governing body. It is anticipated that the auditor's report shall be filed prior to 12-31-07, but in no case, shall be filed later than six (6) months following the fiscal period to be audited, without prior written explanation to the Comptroller of the Treasury, State of Tennessee and the organization. The auditor shall file one (1) printed copy (an electronic copy may accompany but not replace this printed copy) of said report with the Comptroller of the Treasury, State of Tennessee, and with the appropriate officials of the granting agencies listed below. The auditor shall, for all Municipalities

and Emergency Communications Districts, file two (2) printed copies of said report. In certain instances, additional copies of the report may be required to be filed with the Comptroller. Requirements for additional copies should also be addressed below.

9. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Department of Audit. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

10. Any reasonable suspicion of fraud, such as defalcation, misappropriation, misfeasance, malfeasance, embezzlement or other illegal acts shall be reported by the auditor, in writing immediately upon discovery, to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's governing body in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's governing body and the auditor for such additional investigation. (See Instruction 12)

11. (Special Provisions) _____

12. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of \$16,300.00 (Fees may be per diem or fixed amounts. If per diem, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of such per diem fees should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of the governing body.

(Estimated gross fee: _____)

SCHEDULE OF PER DIEM FEES:

13. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

14. As the auditor and authorized representative of the firm, I do hereby affirm that our office is currently registered with the State Board of Accountancy and our organization has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, that a copy of our most recent external quality control review report has been provided to the organization, and that all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*. (Refer to instruction 9). In addition, as the auditor I also affirm that all auditors participating in the engagement are independent under the requirements of the AICPA and *Government Auditing Standards*.

15. This writing, including any amendments, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee.

JOHNSON, MURPHEY & WRIGHT, P.C.

Audit Firm

BRIAN T. WRIGHT

Print or Type Signature Name

By _____

Signature

Title/Position: PARTNER/CPA

Date: JUNE 22, 2007

TOWN OF SIGNAL MOUNTAIN, TENNESSEE

Governmental Unit or Grant Recipient

DIANA CAMPBELL

Print or Type Signature Name

By _____

Signature

Title/Position: TOWN MANAGER

Date: _____

Approved by the Comptroller of the Treasury, State of Tennessee

By _____

For the Comptroller

Date: _____

INSTRUCTIONS
Contract to Audit Accounts

1. All contracts for auditing financial statements between an auditor and any governmental entity or private or nonprofit organization receiving funds from the State of Tennessee require the prior approval of the Comptroller of the Treasury, State of Tennessee. (Such approval is not required for system improvement and similar services of a non-audit nature.)
2. The contract should be executed in triplicate and submitted to the Comptroller of the Treasury, State of Tennessee -- for municipalities, school activity and non-centralized cafeteria funds, charter schools, utility districts, housing authorities, or for private or nonprofit organizations to the Division of Municipal Audit, Suite 1600, James K. Polk Building, Nashville, Tennessee, 37243-0271; and for counties and county related entities to the Division of County Audit, Suite 1500, James K. Polk Building, Nashville, Tennessee, 37243-0269.
3. Upon approval by the Comptroller of the Treasury, State of Tennessee, one contract will be returned to the organization, one forwarded to the auditor, and one retained by the Comptroller of the Treasury. The audit should not be started before the contract is approved.
4. The auditor's opinion shall be expressed on each of the opinion units which collectively comprise the basic financial statements. The organization may require the auditor to express an opinion on the basic financial statements and on combining and individual fund financial statements presented as supplementary information. Reference: AICPA Audit and Accounting Guide - *Audits of State and Local Governments*. The auditor and the organization should contemplate an unqualified opinion on the basic financial statements, and any limitations or restrictions which would lead to a qualification should be fully explained. If an auditor anticipates issuing a disclaimer or an adverse opinion on a governmental entity's financial statements due to an incomplete presentation under GASB Statement 34 or for any other reason, the auditor should contact the appropriate division, ie, the Division of County Audit or the Division of Municipal Audit, for guidance concerning financial statement presentation.
5. The responsibility of the auditor for funds not covered under the contract should be set forth in Paragraph 1, and the assistance and information that is to be furnished by the organization should be set forth in Paragraph 11 of the contract. An addendum may be used where additional space is required.
6. If, after being approved, the contract is modified by either of the parties, the modification must be reduced to writing and submitted to the Comptroller of the Treasury, State of Tennessee, for approval. No change shall be effective unless approved by the Comptroller. Original signatures are required on all copies of the contract. Retyped copies of this contract will not be approved. However, photo copies are permissible.
7. The scope of the audit should be clearly stated and the fee stated so the amount can be easily determined. A separate contract is not necessary for each division within an organization. The fee should be so stated that the amount to be paid by each unit is easily determined.
8. The number of copies (specified in paragraph 8 of the contract) of the report of audit and any other written report by the auditor shall be filed with the Comptroller of the Treasury, State of Tennessee, when (or prior to) submitting a final invoice to the entity for services rendered. These reports, as filed with the Comptroller of the Treasury, State of Tennessee, become a matter of public record and are available for inspection.
9. Any firm submitting contracts to audit for approval should file a single copy of the firm's most recent external quality control review report and related letter of comment, as applicable, with the Comptroller of the Treasury. A copy of the most recent external quality control review report should be on file with the Comptroller of the Treasury before contracts to audit can be approved.
10. The shaded box on the front of this contract identifies the division of the Department of Audit with which the audit report must be filed. The *Audit Manual for Local Governmental Units and Recipients of Grant Funds* published by the Comptroller of the Treasury provides for specific reporting requirements for each division. The auditor should refer to the manual for guidance on these requirements prior to submission of the report.
11. Both the auditor and the entity are responsible for filing updated contact information with the Comptroller's Office, including email addresses, phone numbers, postal address, etc. To submit any changes, please access our web site at <http://www.comptroller.state.tn.us/ma/maforms.htm>. If the organization does not have Internet access, please contact the appropriate division to obtain a form and mail the completed form to the address in instruction 2.
12. Any amendment is subject to the same approval process as the original contract. No work should begin until the amendment is signed by all parties. For an example amendment, please access our web site at <http://www.comptroller.state.tn.us/ma/maforms.htm>.