

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**
TUESDAY, APRIL 13, 2021 - 7:00 PM,
425 PRINCE STREET, LOWER PAXTON, PA

CALL TO ORDER - CHAIRMAN HENRY

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

INTRODUCTION OF LPT PD'S MENTAL HEALTH CO-RESPONDER ALEXA
LORANCE - ***Public Safety Director Kosheba***

ACTION ON A PROPOSAL FOR ARP ACCOUNTING AND ADVISING SERVICES
FROM ZELENKOFKSKE AXELROD, LLC - ***Mr. Gotshall***

ANNOUNCEMENTS

ADJOURN

**NEXT BOARD MEETING (Business Meeting),
TUESDAY, APRIL 20, 2021; 7:00 P.M.**



Zelenkofske Axlerod LLC

CERTIFIED PUBLIC ACCOUNTANTS

EXPERIENCE | EXPERTISE | ACCOUNTABILITY

March 15, 2021

Mr. Bradley Gotshall
Township Manager
Lower Paxton Township
425 Prince Street
Harrisburg, PA 17109

Dear Mr. Gotshall:

As a follow up to our discussions, Zelenkofske Axlerod LLC (“ZA”) is submitting this proposal to provide the following services to Lower Paxton Township (“Township”):

ZA will be available to provide technical assistance and advice in relation to the policies, procedures and accountability and American Rescue Plan Act funding program on a periodic basis at the request of the Township Manager. This engagement will continue through the entire period of the program. In order to maintain independence in relation to the Township, ZA will not perform management functions or make management decisions. Those functions and decisions shall be made by management of the Township. The services provided by ZA will not impair our independence as outlined in AICPA Professional Standards, including, but not limited to, Code of Professional Conduct, Interpretation 101-3 under Rule of Conduct 101: Performance of Other Services as Outlined with the applicable sections of Government Auditing Standards applicable to the engagement period. With respect to any nonattest services we perform, the Township’s management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our fees are based on the amount of time required at various levels of responsibility. Our fees for these services will be \$55,000. These fees include out of pocket expenses. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.



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We will bill you on a monthly basis as work progresses. All invoices are due and payable upon presentation. The Township shall pay undisputed bills within (30) days. For invoices due over 30 days, a finance charge is incurred on unpaid balances at the rate of one and one half percent (1.5%) per month (eighteen percent (18%) per annum). We reserve the right to halt work if balances remain unpaid after ninety (90) or more days from the invoice date, and not to resume work until all overdue amounts are paid in full. Any balances remaining unpaid after ninety (90) days or more days may, at our option, be formalized by the execution of a promissory note.

All work performed by ZA shall be in accordance with acceptable practice in the profession and in accordance with law. ZA shall comply with all Federal, State, and Local Laws, Ordinances and Codes. In addition, ZA shall comply with the provisions of the Township Code where applicable. The parties agree that ZA is and shall be at all times during the terms of this agreement an independent contractor or an independent consultant and not an employee or agent of the Township.

In the event any dispute arises relating in any way to this engagement, the parties agree to first attempt to resolve such dispute through the non-binding mediation process in the manner set forth herein, with costs to be divided equally between the parties. To effect mediation, the party desiring mediation shall give the other party 10 days advance written notice of its desire to mediate. The other party shall respond within said 10-day period that it accepts or rejects the mediation process. Each party agrees that service of process in any such proceeding may be duly affected upon it by mailing a copy thereof, to the address as given above. In the event the parties are unable to resolve any disputes through non binding mediation, the parties agree that venue for any disputes involving this agreement shall be heard in the Court of Common Pleas of Dauphin County, Pennsylvania and shall be heard by a judge and the parties waive their right to trial by jury. In addition, this agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

The Township shall have the right to terminate this agreement on ten (10) days written notice to ZA. If the agreement is terminated by the Township, ZA will be paid for undisputed and verified time provided by ZA. In the event of an early termination by the Township, the Township shall be entitled to a pro-rated refund of any amounts paid in advance for service under this agreement.



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During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all of our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The Township and ZA agree that any claim arising from this agreement shall be commenced within one year of the date of services or the date of the engagement letter if no report has been issued.

This letter comprises the complete and exclusive statements of the agreement between the parties, supersedes all proposals oral or written and all other communications between the parties. If any provisions of this letter are determined to be unenforceable, all other provisions shall remain in force and effect. If this letter fairly sets forth your understanding and agreement, please sign the enclosed copy and return it to us at your earliest convenience.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please call me at (717) 561-9200, ext. 5300.

Sincerely yours,

Cory Johnson, Partner
Zelenkofske Axlerod LLC



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RESPONSE

Approved for Lower Paxton Township:

Signature

Title

Date