



# UNION COUNTY UTILITIES AUTHORITY

1499 US Highway One, Rahway, New Jersey 07065

(732) 382-9400  
FAX (732) 382-5862

RESOLUTION NO.: 51-2016

DATE: July 20, 2016

## RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE AUTHORITY'S CONTRACT FOR AUDITING SERVICES

APPROVED AS TO FORM:

Joseph C. Bodek  
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS

YES  NO  NONE REQUIRED  
UNION COUNTY UTILITIES AUTHORITY

By: Joseph C. Bodek

By: [Signature]

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Badri</i>	X		X			X	
<i>Criscione</i>	X		X				X
<i>Jackus</i>	X		X				
<i>Kahn</i>		X					
<i>Kennedy</i>	X		X				
<i>People</i>	X		X				
<i>Scutari</i>	X		X				
<i>Erdos, Vice Chair</i>	X		X				
<i>Eastman, Chair</i>	X		X				
<i>Lombardo, Alternate No. 1</i>	X		X				
<i>McManus, Alternate No. 2</i>	X						

**RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY  
AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE  
AUTHORITY'S CONTRACT FOR AUDITING SERVICES**

WHEREAS, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. (the "SWMA"), each county within the State of New Jersey is designated a solid waste management district with responsibility for the development of a solid waste management plan setting forth the solid waste disposal strategy to be applied in the district; and

WHEREAS, the Board of Chosen Freeholders of the County of Union (the "County") has adopted the Union County District Solid Waste Management Plan, as amended from time to time (the "County Plan"); and

WHEREAS, the County has designated the Union County Utilities Authority (the "Authority" or "UCUA") as the agency responsible for implementing the County Plan; and

WHEREAS, in order to carry out the stated purposes and goals for which the Authority was created, as well as the powers granted by the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq., and pursuant to N.J.S.A. 40A:11-1 et seq., the Authority has determined that it will require the provision of certain general and specialized consulting and professional services relating to and in furtherance of its activities; and

WHEREAS, the Authority has undertaken a fair and open process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. through the issuance of a Request for Qualifications ("RFQ") for contract awards for such services required on and after the Authority's 2016 reorganization through and until its reorganization in 2017; and

WHEREAS, on March 16, 2016, the Authority approved Resolution No.: 23-2016 reappointing and awarding a contract to Suplee Clooney and Company, to provide auditing services as needed by the Authority during the time period covering February 10, 2016 through February 8, 2017 in a total amount not to exceed \$31,000.00.

WHEREAS, the Authority wishes to modify the payment terms of its Contract with the firm without modifying the not to exceed amount

**NOW, THEREFORE, BE IT RESOLVED** that the Union County Utilities Authority:

1. Approves the amended form of Contract with Suplee Clooney and Company, by way of the attached Addendum 1 to the Contract, regarding the provision of auditing services as needed by the Authority during the time period covering February 10, 2016 through February 8, 2017.
2. Authorizes the Authority's Chairman and the Executive Director to execute Addendum 1 to the Contract in a form substantially similar to that which is attached hereto.
4. This Resolution shall take effect immediately.

**ADDENDUM 1 TO CONTRACT**  
**FOR PROFESSIONAL AUDITING SERVICES**

On this \_\_\_\_\_ day of July, 2016, by and among the Union County Utilities Authority (“Authority”) and Suplee Clooney & Company (also referred to as “Auditors” or “Contractor”),

1. Paragraph 4(a) of the Contract (a copy of which is attached hereto) of which this Addendum shall hereby become a part, is modified and shall be replaced in its entirety as follows:

“The Auditor shall be paid a fixed fee in the amount set forth in Paragraph 1(b) for all services necessary to complete the Authority’s annual audit for calendar fiscal year 2015. No further compensation will be made for any other services rendered unless this Contract is amended as set forth herein.”

2. Paragraph 4(b) of the Contract is hereby omitted in its entirety.
3. No other modifications to the terms of the Contract are authorized by this Addendum 1, other than those set forth in paragraphs 1 and 2 above. All other terms of the Contract shall remain in full force and effect.
4. This Addendum shall become effective immediately upon execution by all parties hereto. It is understood, however, that the Contract and this Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Contract and Addendum.

<<<<< SIGNATURE PAGE FOLLOWS >>>>>

IN WITNESS WHEREOF, the Authority has caused these presents to be duly executed and the Auditors have caused these presents to be duly executed, as of the day and year first above written.

ATTEST:

By: *Melvin Stark*

UNION COUNTY UTILITIES AUTHORITY

By: *Roy Eastman*  
ROY EASTMAN  
Chairman

*July 21*, 2016  
Date

(SEAL)

By: *Daniel P. Sullivan*  
DANIEL P. SULLIVAN  
Executive Director

*7-21-16*, 2016  
Date

SUPLEE CLOONEY & COMPANY

By: \_\_\_\_\_  
ROBERT BUTVILLA  
Partner

\_\_\_\_\_, 2016  
Date

**CONTRACT FOR PROFESSIONAL AUDITING SERVICES**

**BY AND BETWEEN**

**UNION COUNTY UTILITIES AUTHORITY**

**AND**

**SUPLEE CLOONEY & COMPANY**

**THIS CONTRACT**, dated as of March \_\_\_\_\_, 2016, by and between the **UNION COUNTY UTILITIES AUTHORITY** with its principal offices located at 1499 Routes 1&9 North, Rahway, New Jersey 07065 (hereinafter referred to as "Authority") and **SUPLEE CLOONEY & COMPANY** with offices located at 308 East Broad Street, Westfield, New Jersey 07090-2122 (hereinafter referred to as "Auditors" or "Contractor"):

**WITNESSETH:**

**WHEREAS**, the Authority wishes to engage the Auditors as auditors for the purposes hereinafter described in Paragraph 1, Scope of Services; and

**WHEREAS**, the Auditors have agreed to provide professional auditing services related to the Authority's fiscal operations as set forth in the aforesaid Scope of Services; and

**WHEREAS**, the Auditors are qualified and experienced in these areas of auditing.

**NOW THEREFORE**, the parties hereto, each intending to be legally bound herein, do mutually agree as follows:

**1. SCOPE OF SERVICES:**

a) Auditors hereby agree to perform, (unless otherwise directed by the Authority) financial services in connection with the Authority's programs and activities. Such services shall include but not be limited to auditing services and other financial services as required by the Authority.

b) The budget cap applicable to these services shall not exceed \$31,000.00 during the term of this professional services agreement.

c) When the value of services rendered under this contract has reached 80% of the above-referenced budget cap the Attorneys shall notify the Authority's Executive Director and Comptroller of same in writing. The failure to comply with the provisions of this paragraph shall be deemed a material breach of the contract by the contractor and shall subject the contractor, at the Authority's option, to termination and dishonor of any and all bills or vouchers exceeding 80% of the budget cap (or any amended budget cap). If such notice is properly and timely made, contractor shall be entitled to full (100%) compensation up to the approved budget cap (or any amended budget cap).

d) The Auditors, during any month within which they provide legal services to the Authority, shall provide a Status Report to the Authority on or before the Wednesday preceding the next meeting of the Authority's Board of Commissioners. The Status Report shall be a comprehensive, type-written report depicting the status of all projects, initiatives and/or other matters, including activities and accomplishments, being handled by the Auditors as of the first day of the reporting month. The Status Report shall not be a recitation of the Auditor's Billing Statement. The Status Report shall be provided in triplicate to the Authority's Executive Director, and shall be clearly marked "Advisory, Consultative and/or Deliberative Material."

**2. PERSONNEL:**

a) Auditors represent that they have or will secure at their own expense, all personnel required in performing the services under this Contract.

b) Personnel shall not be employees of or have any other contractual relationship with the Authority.

c) All of the services required hereunder will be performed by the Auditors under the direct supervision of Robert Butvilla and all personnel engaged in the work shall be fully qualified.

d) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Authority.

**3. TIME OF PERFORMANCE:** It is understood and agreed by and between the parties hereto, that this Contract shall be for a period commencing on February 10, 2016 and continuing through the Authority's next reorganization meeting in February 2017, during which time the Auditors agree to perform their services in such sequence as to assure their expeditious completion in light of the purpose of this Contract.

**4. COMPENSATION:**

a) Except with respect to matters that are performed on a subcontract basis, as provided herein, the Authority agrees to pay Auditors for auditing services provided on the basis of hourly time charges, except to the extent provided in paragraph (b) below. Such services shall be billed at the hourly rates of \$150 for partner, \$125 for a manager and \$100 for staff.

b) To the extent that any services are performed by any personnel other than as set forth above, the hourly rates for such Auditors shall be submitted to the Authority for review and written approval prior to payment for such services.

c) With respect to any financing or proposed financing to be undertaken by the Authority, the Authority may request that the Auditors perform such auditing services on the basis of a fixed fee. Such fixed fee shall be mutually acceptable to the Authority and the Auditors and shall be agreed to prior to the provision of auditing services with respect to such proposed financing.

d) The Authority agrees to reimburse Auditors for out-of-pocket expenses incurred in connection with performance of the auditing services to be provided under this Contract. Such out-of-pocket expenses shall include, but not be limited to, the cost of duplication, word processing, telecopy, Federal Express or similar overnight mail services, messenger service, meals, if appropriate, long-distance calls, travel expenses and payments to subcontractors.

e) The Auditors covenant and agree to have available, upon request, at the Authority, their books and records for inspection by appropriate officials covering the charges, fees and costs under this Contract.

f) Vouchers and Itemized Billing Statements shall be submitted to the Authority's Comptroller, along with a copy for the Executive Director on or before 4:00 PM on the first Wednesday of the month or 14 days prior to the Authority's Board of Commissioners Meeting (whichever is later).. Failure to submit such documents in a timely manner may result in a delay in processing applicable payments.

5. **SERVICE AND DOCUMENT CONFORMANCE/APPROVAL:** All services rendered and documents prepared by the Auditors shall strictly conform to all laws, statutes and ordinances and the applicable rules and regulations, methods and procedures of all governmental boards, bureaus, offices and commissions and other agencies, in effect when the services are rendered and the documents are prepared.

All of the services required of the Auditors by the Authority shall be performed to the satisfaction of, and with the approval of, the Authority, which approval shall not be unreasonably withheld.

6. **DOCUMENT OWNERSHIP:** All plans, reports, notes, briefs, opinions, calculations, drafts, contracts, memoranda and all other documents pertaining to the services required hereunder and prepared or obtained by the Auditors in the performance of this Contract shall be the absolute property of the Authority; subject however, to the Authority making payment for the provision of such services.

7. **TERMINATION:** The Authority reserves the right to terminate this Contract, at its sole discretion, by giving at least ten (10) days prior written notice to the Auditors of such termination and specifying the effective date therefore. Upon any termination of the Contract, the Auditors shall be paid in full for all services rendered to the Authority as of the date of termination.

a) Upon payment for all services rendered to the Authority as of the date of termination, all finished or unfinished documents, data, studies, agreements and/or reports prepared or obtained by the Auditors under this Contract, shall be promptly delivered to the Authority in accordance with Paragraph 6.

b) Payment shall be made in accordance with the provisions of Paragraph 4.

8. **ASSIGNMENT:** This Contract shall not be assigned or assignable, either by action of the Auditors or by law.

9. **ERRORS AND/OR OMISSIONS:** The Authority reserves the right to deny payment of the part of any fee which is based on an increase in costs in the preparation of documents or services resulting from an error or omission of the Auditors.

10. **INDEMNIFICATION:** The Auditors shall indemnify, defend and hold harmless the Authority, its members, officers, directors and employees from and against any and all losses, claims, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property, to the extent they are occasioned, in whole or in part, by the Auditors' negligent act or omission, or the negligent act or omission of Auditors' agents, sub-consultants, employees or servants, arising from the discharge of the Auditors' responsibilities pursuant to this Contract.

11. **LITIGATION:** In the event the Authority becomes involved in any litigation with third parties concerning or relating in any way to the Auditors' services, whether such litigation occurs during or after the term of the Contract, the Auditors agree, at no additional fees other than the hourly rates called for under this Contract, to make its members and employees available to the Authority, to consult, assist and cooperate in any such litigation to the extent such consultation, assistance and cooperation may be required by the Authority.

12. **EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION:** See Exhibit A, which is attached hereto and made a part hereof.

13. **FIRM HISTORY:** The Auditors represent that no corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of said Auditors, has been adjudicated in violation of any state or federal anti-trust or other similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing any such law, or has an operating history which shows a recurring pattern of flagrant and consistent violation of prohibited or illegal acts.

14. **AUTHORITY REPRESENTATIONS AND WARRANTIES:** The Authority represents and warrants that this Contract has been duly authorized by its board membership, and when executed by its Chairman or Vice Chairman shall be valid and binding upon the Authority and shall be in full force and effect.

15. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

16. **AWARD:** This Contract has been awarded in accordance with a Fair and Open Process pursuant to the New Jersey Local Unit Pay-to-Play Law (N.J.S.A. 19:44A-20.4 et seq.).

17. **SEVERABILITY:** A waiver or breach of any term condition or covenant by either party shall not constitute a waiver or breach of any other term condition or covenant. If any court of competent jurisdiction declares a provision of the Contract to be invalid, illegal or otherwise unenforceable, the remaining provisions of the contract shall remain in full force and effect.



18. **INSURANCE:** The Auditors shall maintain the following insurance coverage during the term of this Contract, and provide a Certificate of Insurance to the Authority evidencing same: Comprehensive Liability, Property/Casualty (\$2 million aggregate/\$1million per occurrence) (unless similar level of Umbrella coverage are present); Workers Compensation (statutory limits); Professional Malpractice (\$2 million aggregate/\$1 million per occurrence) naming the Authority as an additional insured.

19. **AMERICANS WITH DISABILITIES ACT COMPLIANCE:** See Exhibit B, which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Authority has caused these presents to be duly executed and the Auditors have caused these presents to be duly executed, as of the day and year first above written.

ATTEST:

By: Juan M. Dasilva

(SEAL)

UNION COUNTY UTILITIES AUTHORITY

By:

Roy Eastman  
ROY EASTMAN  
Chairman

By:

Daniel P. Sullivan  
DANIEL P. SULLIVAN  
Executive Director

SUPLEE CLOONEY & COMPANY

By:

Robert Butvilla  
ROBERT BUTVILLA  
Partner