

UNION COUNTY UTILITIES AUTHORITY

1499 US Highway One, Rahway, New Jersey 07065

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info@ucua.org

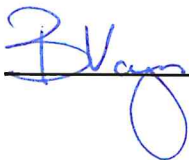
RESOLUTION NO.: 37-2023

DATE: June 13, 2023

RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY AWARDING A CONTRACT FOR THE PROVISION OF PROFESSIONAL FINANCIAL AND ACCOUNTING CONSULTING SERVICES

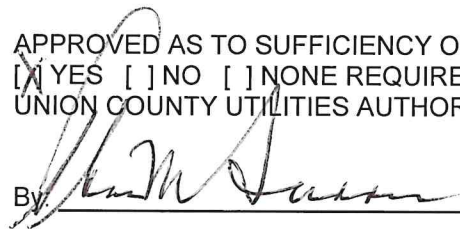
APPROVED AS TO FORM:

Bianka Vargas
Clerk of the Authority

By: 

APPROVED AS TO SUFFICIENCY OF FUNDS

YES NO NONE REQUIRED
UNION COUNTY UTILITIES AUTHORITY

By: 

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
Eastman, Treasurer		✓					
Jackus	✓		✓				
Holder	✓		✓				
Kahn	✓		✓				
McManus, Secretary	✓		✓				
People	✓		✓				
Rachlin	✓		✓				✓
Scutari, Vice Chairperson	✓		✓			✓	
Szpond, Chairperson	✓		✓				
Alma, Alternate No. 1	✓		✓				
Scott-Bey, Alternate No. 2	✓						

**RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY
AWARDING A CONTRACT FOR THE PROVISION OF PROFESSIONAL FINANCIAL
AND ACCOUNTING CONSULTING 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 County Commissioners 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") 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 requires the provision of financial and accounting consulting services relating to the Authority's operations; and

WHEREAS, based upon said determination, and following the Authority's use of a fair and open process to solicit qualification statements from qualified firms pursuant to N.J.S.A. 19:44A-20.4, et seq. which included (1) public advertisement of requests for qualifications on the Authority website for at least ten (10) calendar days, (2) establishment of appropriate evaluation criteria, which was documented in writing and disclosed prior to the solicitation of qualifications, and (3) public opening; and

WHEREAS, following its solicitation, receipt, and review of all responses to the Authority's solicitation for the provision of financial and accounting consulting services, the Authority desires to enter into a professional services contract with Lerch, Vinci & Bliss, LLP, to provide the services described therein pursuant to the terms thereof; and

WHEREAS, the Authority believes that such firm possesses the credentials and resources necessary to provide the financial and accounting consulting services sought by the Authority.

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

1. Awards professional services contract to Lerch, Vinci & Bliss, LLP to provide financial and accounting consulting services relating to the Authority's operations, for a total amount not to exceed \$80,000.00 for the time period beginning June 14, 2023 and ending on the date of the Authority's annual reorganization meeting in February 2024.
2. Authorizes the Acting Executive Director to execute a contract with Lerch, Vinci & Bliss, LLP in substantially the same form as attached hereto.
3. This contract award for professional financial and accounting consulting services is not subject to the public bidding requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., inasmuch as the appointee is authorized and regulated

by law to provide the aforementioned services and/or the services are specialized in nature and require knowledge and training of an advanced type, which such firm possesses. As such, the Clerk of the Authority is hereby directed to publish a Notice of Contract Award and make a copy of this resolution available to the public for inspection pursuant to law.

4. This Resolution shall take effect immediately.

**CONTRACT FOR PROFESSIONAL
FINANCIAL ACCOUNTING AND CONSULTING SERVICES**

BY AND BETWEEN

UNION COUNTY UTILITIES AUTHORITY

AND

LERCH, VINCI & BLISS, LLP

THIS CONTRACT, dated as of June 14, 2023 , 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" or "UCUA") and **LERCH, VINCI & BLISS, LLP** with offices located at 17-17 Route 208, Fair Lawn, New Jersey 07410 (hereinafter referred to as "LVB" or "Contractor"):

WITNESSETH:

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

WHEREAS, LVB has agreed to provide professional financial and accounting consulting services related to the Authority's financial operations and other related activities as set forth in the aforesaid Scope of Services; and

WHEREAS, LVB is qualified and experienced in the area of financial and accounting consulting services.

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

1. SCOPE OF SERVICES:

a) Contractor hereby agrees to perform (unless otherwise directed by the Authority) financial and accounting consulting services in connection with the Authority's operations ("Services"), including, but not limited to, the following:

1) Provide qualified individuals to assist the Authority's administrative staff on a temporary basis in carrying out the day-to-day finance and accounting functions, financial reporting, cash management, annual budget preparation and control functions of the Authority, which includes temporarily filling the role, and performing all functions, of the Authority's Comptroller during any vacancy in such office occurring during the term of this Contract.

2) Review the financial operations of the Authority, including debt

statements, make recommendations for process adjustments and improvements, if required, to ensure continued compliance with applicable law and regulations and sound financial management practices; and prepare and submit monthly financial reports for review by the board and staff

3) Assist in the review, updating and/or development of new policies and procedures, as needed, and assist in reviewing the Authority's existing finance and accounting software and related information technology and provide reports and/or recommendations as to potential modernization and/or improvements thereof.

4) Interface closely on a regular basis with the Authority's Acting Executive Director, executive staff, administration, other professional consultants and the Board of Commissioners and its subcommittees.

5) Attend regular, special, and Executive Session meetings and subcommittee meetings of the Authority's Board of Commissioners as requested by the Authority's Chairman

b) The Contractor, during any month within which it provides 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 Contractor as of the first day of the reporting month. The Status Report shall not be a recitation of the Contractor's Billing Statement. The Status Report shall be provided in triplicate to the Authority's Acting Executive Director, and shall be clearly marked "Advisory, Consultative and/or Deliberative Material."

2. PERSONNEL:

a) Contractor represents that it has 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 Contractor under the direct supervision of Dieter P. Lerch, Partner 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 June 14, 2023 and ending on date of the Authority's annual reorganization meeting in February 2024, during which time the Contractor agrees to perform its services in such a manner as to assure their expeditious completion in light of the purpose of this Contract.

4. **COMPENSATION:**

a) The budget cap applicable to these services shall not exceed \$80,000 during the term of this professional services agreement.

b) Except with respect to matters that are performed on a subcontract basis, as provided herein, the Authority agrees to pay Contractor for 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 following hourly rates:

Partners	\$160- \$190 per hour
Managers	\$135- \$150 per hour
Senior Accountants/Supervisors	\$100 - \$125 per hour
Staff Accountants	\$ 80 - \$ 95 per hour

c) When the value of Services rendered under this contract has reached 80% of the above-referenced budget cap the Contractor shall notify the Authority's Acting 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) To the extent that any Services are performed by any personnel other than as set forth above, the hourly rates for such advisors shall be submitted to the Authority for review and written approval prior to payment for such services.

e) The Authority agrees to reimburse Contractor for out-of-pocket expenses incurred in connection with performance of the 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.

f) The Contractor covenants and agrees 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.

g) Vouchers and Itemized Billing Statements shall be submitted to the Authority's Acting Executive Director and Comptroller on or before 4:00 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 or obtained by Contractor shall strictly conform to all State and Federal laws, statutes and local ordinances and the applicable rules and regulations, methods and procedures of all governmental boards, authorities, bureaus, offices and commissions and other agencies, in effect when the Services are rendered and the documents are prepared.

The Services shall be performed to the satisfaction, and with the approval, of the Authority, which approval shall not be unreasonably withheld.

6. **DOCUMENT OWNERSHIP:** All plans, notes, briefs, reports, opinions, calculations, drafts, contracts, specifications, designs, memoranda and all other documents pertaining to the Services and prepared or obtained by the Contractor 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 the Services.

7. **RECORD RETENTION:** Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall, at a minimum, maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the Authority and the Office of the New Jersey State Comptroller upon request. Such retention period shall be deemed only a minimum period and the prospective contract partner will be subject to all other retention periods required under all other applicable laws, rules, regulations and contract provisions governing record retention for the types of services to be provided.

8. **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 Consultant of such termination and specifying the effective date. Upon any termination of the Contract,

Contractor shall be entitled to be reasonably compensated for any Services rendered prior to 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, calculations, drafts, contracts, specifications, designs, memoranda, data, studies, agreements and/or reports prepared or obtained by the Contractor under this Contract, shall be delivered promptly to the Authority in accordance with Paragraph 6.

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

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

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

11. **INDEMNIFICATION:** Contractor 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 Contractor's negligent acts or omissions, or the negligent acts or omissions of Contractor's agents, sub-consultants, employees or servants, in the performance of the Services pursuant to this Contract.

12. **LITIGATION:** In the event the Authority becomes involved in any litigation with third parties concerning or relating in any way to Contractor's Services, whether such litigation occurs during or after the term of the Contract, Contractor agrees, 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.

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

14. **FIRM HISTORY:** Contractor represents that no corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of Contractor, 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.

15. **AUTHORITY REPRESENTATIONS AND WARRANTIES:** The Authority represents and warrants that this Contract has been duly authorized by its board membership, and when executed by the Acting Executive Director of the Authority and the Contractor, shall be valid and binding upon the Authority and shall be in full force and effect.

16. **GOVERNING LAW:** The interpretation of this Contract shall be governed by the laws of the State of New Jersey. The Contractor consents to venue and jurisdiction in the State of New Jersey,

17. **LABOR LAW:** The Contractor is required to conform to all applicable labor laws of the State of New Jersey and the various acts amendatory and supplemental thereto, as applicable, and in accordance with the New Jersey Department of Labor and Industry Prevailing Wage Rate Determination. When applicable, the rate of wages for all laborers employed by the Contractor shall not be less than the prevailing wage rate so established for any work to be performed under the terms of the Contract and a copy of the Determination of the Wage and Hour Bureau or other documents specifying the prevailing wages is considered as incorporated by reference.

18. **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.).

19. **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."

20. **STATE SALES TAX EXEMPTION:** The Authority is an organization exempt from certain New Jersey State sales and use taxes, imposed under N.J.S.A. 54:32B-1 et. seq., (See: N.J.S.A. 54:32B-9(a)(1)).

21. **INSURANCE:** The Contractor 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.

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

23. **EXECUTION OF COUNTERPARTS.** This Contract may be executed in any number of counterparts, which, taken together, shall constitute one instrument. It is not necessary that all parties sign all of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

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

ATTEST:

By: Jose M. da Silva
6/14/23

UNION COUNTY UTILITIES AUTHORITY

By: Linda Stender
LINDA STENDER
Acting Executive Director

LERCH, VINCI & BLISS, LLP

By: _____
DIETER P. LERCH
Partner

EXHIBIT A

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 meet targeted county employment goals established in accordance with 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.

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 Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT B

AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DIABILITY

The Contractor and the Authority do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 *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 regulation promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Authority pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event 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 Authority in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Authority, 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 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 Authority's grievance procedure, the contractor agrees to abide by any decision of the Authority, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the Authority 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 Authority 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 Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority 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 Authority pursuant to this paragraph.

It is further agreed and understood that the Authority 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 Authority from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.