

AUTHORIZING A CONTRACT AWARD FOR AUDITING AND ACCOUNTING SERVICES - CONTRACT #: CY-XS-0006-20

WHEREAS, the County of Somerset properly advertised seeking Requests for Proposals to furnish professional services for auditing and accounting services in accordance with N.J.S.A. 19:44A-20.4, et seq.; and,

WHEREAS, an appropriation will be included in the 2020 adopted Budget of which 26.25% of the appropriation will be made available in the adopted 2020 temporary budget, Chief Financial Officer certification will take place at that time in the form of a purchase order, line item 01-201-20-013-111-280; and

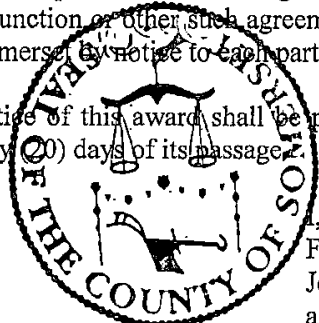
WHEREAS, the County of Somerset Purchasing Division did advertise for said services on the County Website, www.co.somerset.nj.us on November 1, 2019; and

WHEREAS, four (4) sealed proposal were received and read for Furnishing Auditing and Accounting Services in accordance with N.J.S.A. 19:44A-20.4, et seq. on November 15, 2019; and,

WHEREAS, Suplee, Clooney & Co., 308 East Broad, Westfield, New Jersey 07090-2122 is qualified to provide the services of this type and nature to carry out the required services; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset as follows:

1. That the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are hereby authorized to enter into contract with Suplee, Clooney & Company to perform the aforesaid services and to be compensated in accordance with the fee schedule set forth in said contract. The total amount of this contract, covering all fees, costs and disbursements shall not exceed the contract on file with the Deputy Clerk of the Board and approved as to form and content by County Counsel; and
2. That the engagement of the above named have been in conformance with a Fair and Open Process for Exempt Service exception, Local Public Contracts Law, N.J.S.A. 40A:11-5 (1) (a) (i) Professional Services.
3. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent or in the event the County of Somerset is unable to obtain funding for the project for which this contract pertains or in the event the source of funding is curtailed by an act of any governmental body, including the Somerset County Board of Chosen Freeholders. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.
4. A notice of this award shall be published in the Courier News as required by law within twenty (20) days of its passage.



Kathryn Quick, Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset in the State of New Jersey, do hereby certify that the foregoing is a true copy of a Resolution adopted by said Board of Chosen Freeholders at its regularly convened meeting of December 17, 2019.

*Kathryn Quick*

Kathryn Quick, Deputy Clerk of the Board

Approved as to Form and Legality  
Somerset County Counsel

By: *[Signature]*