

TOWNSHIP OF MAPLEWOOD



RESOLUTION NO. 11-15

RESOLUTION APPOINTING JEFFREY R. SURENIAN & ASSOCIATES, LLC SPECIAL LEGAL COUNSEL FOR AFFORDABLE HOUSING FOR 2015

WHEREAS, the Township of Maplewood ("Township") has a need to retain Legal Counsel in the area of affordable housing by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.8; and

WHEREAS, the Township's purchasing agent has determined and certified that the value of the services may exceed \$17,500.00; and

WHEREAS, the anticipated term of this contract is for one (1) year; and

WHEREAS, the law firm of Jeffrey R. Surenian and Associates, LLC. ("Jeffrey R. Surenian and Associates, LLC") submitted a proposal indicating they will provide services as Affordable Housing Counsel to the Township at the rate set forth in the agreement annexed hereto and made a part hereof; and

WHEREAS, the law firm of Jeffrey R. Surenian and Associates has completed and submitted a Business Entity Disclosure Certification which certifies that Jeffrey R. Surenian and Associates has not made any contributions to a political or candidate committee in the Township of Maplewood in the previous one (1) year, and this Resolution prohibits the law firm of Jeffrey R. Surenian and Associates from making any contributions through the term of the contract; and

WHEREAS, there are funds available to retain the law firm of Jeffrey R. Surenian and Associates.

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

1. Pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the law firm of Jeffrey R. Surenian and Associates, LLC be and is hereby appointed as Special

Legal Counsel for Affordable Housing for the year 2015 pursuant to the terms of the contract annexed hereto;

2. The law firm of Jeffrey R. Surenian and Associates, LLC is prohibited from making any contribution to a political or candidate committee during the term of this appointment;
3. The Mayor and the Township Clerk be and are hereby authorized to enter into a contract on behalf of the Township of Maplewood in connection with these services;
4. A copy of this Resolution shall be printed once in the News Record of Maplewood and South Orange and is to be retained on file in the Office of the Township Clerk; and
5. The Business Entity Disclosure Certification and Determination of Value be placed on file with this Resolution.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey at a regular meeting of said Committee held on January 6, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey on this 6th day of January 2015.

ELIZABETH J. FRITZEN, R.M.C.
Township Clerk

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 201__, by and between:

Township of Maplewood, a Municipal Corporation of the State of New Jersey
574 Valley Street
Maplewood, NJ 07040

Hereinafter referred to as "**Township**"

And: **Jeffrey R. Surenian and Associates, LLC**
707 Union Avenue, Suite 301
Brielle New Jersey, 08730,

Hereinafter referred to as "**Special Counsel**", "**Contractor**" or "**Firm**".

WITNESSETH:

1. Township hereby appoints and employs the Special Counsel to assist the Township and its legal counsel in helping the Township address its responsibilities with respect to its affordable-housing obligations in any proceeding involving (a) the New Jersey Council on Affordable Housing ("COAH") and/or (b) a New Jersey court of competent jurisdiction.

2. Special Counsel shall bill the Township at the following rates:

- (a) \$175.00 per hour for all time spent by Jeffrey R. Surenian;
- (b) \$160.00 per hour for all time spent by Counsel, which is defined as an attorney with at least six years of experience representing municipalities in Mount Laurel matters and at least ten years of experience as a lawyer;
- (c) \$150.00 per hour for all time spent by Senior Associates, defined as an attorney with at least three years of experience representing municipalities in Mount Laurel matters;
- (d) \$140.00 per hour for all time spent by Junior Associates defined as an attorney with less than three years of experience as an attorney; and
- (e) \$70.00 per hour for all paralegal work.

3. Township shall pay all disbursements incurred by Firm, at the Firm's normal rate, such as, but not limited to, photocopying and printing charges (at \$0.25 per page); facsimile charges (at \$1.00 per page); telephone charges; travel expenses (at standard IRS rate, plus tolls); scanning charges (at \$0.25 per page); messenger fees; filing fees; recording fees, etc.

4. Special Counsel shall bill Township on a monthly basis. In the event that the bills exceed the amount budgeted, Township shall either make another appropriation or advise Special Counsel to stop work immediately.

5. Township shall pay all bills within forty-five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the Township, which Firm shall be free to submit with each bill, so that said bill may be paid upon approval.

7. Attached hereto and incorporated herein are:

Exhibit A

Mandatory Affirmative Action Compliance Notice N.J.S.A. 10:5-31 and N.J.A.C. 17:27; Appendix A Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability; and 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;

Exhibit B

State of New Jersey Business Registration Certificate; Certificate of Employee Information Report; Workers Compensation and Employers Liability Policy; and Business Entity Disclosure Certification; and

Exhibit C

Certificates of Good Standing for Jeffrey R. Surenian, Michael A. Jedziniak and Erik C. Nolan.

8. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.

9. The terms of this Contract shall be in effect from January 1, 2015 until December 31, 2015.

Township of Maplewood

ATTEST:

By _____, Mayor

JEFFREY R. SURENIAN AND ASSOCIATES, LLC

By Jeffrey R. Surenian
Jeffrey R. Surenian, Managing Member

Sworn and subscribed to before me on this 15 day of December, 2014

Jacalyn A. Springer
A Notary Public of New Jersey
My commission expires:

JACALYN A. SPRINGER
A Notary Public of New Jersey
My Commission Expires Sept. 15, 2018

EXHIBIT A

To 2015 Proposed Contract for Professional Services

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(Including Professional Services)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency, to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Jeffrey R. Surenian and Associates, LLC

SIGNATURE: Jeffrey R. Surenian

PRINT NAME: Jeffrey R. Surenian

TITLE: Managing Member

DATE: 12-15-14

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this Act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, 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.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the TOWNSHIP OF MAPLEWOOD, (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 *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 regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 or claimed to arise 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

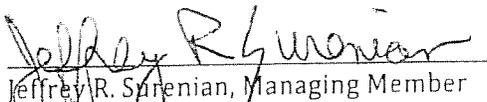

Jeffrey R. Surenian, Managing Member
Jeffrey R. Surenian and Associates, LLC

EXHIBIT B

To 2015 Proposed Contract for Professional Services

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2012 to 15-OCT-2019

JEFFREY R. SURENIAN AND ASSOCIATES, LLC
707 UNION AVENUE, SUITE 301
BRIELLE NJ 08730



Andrew P. Sidamon-Eristoff
State Treasurer



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: JEFFREY R SURENIAN AND ASSOCIATES LIMITED
LIABILITY COMPANY

Trade Name:

Address: 707 UNION AVENUE STE 301
BRIELLE, NJ 08730

Certificate Number: 1145488

Effective Date: April 26, 2005

Date of Issuance: June 18, 2008

For Office Use Only:
20080618144139309

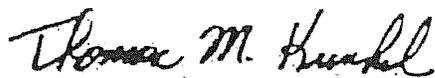
Date:

ITEM 9	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: PTC-1001-1108; LPL-1001-1108; PTC-3030-0411; PTC-2008-1108; PTC-2035-1108; PTC-2067-0411
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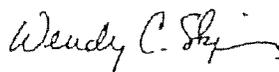
The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

Countersigned By _____

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: NJ

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$500,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 00 01 14 WC 00 04 21C WC 00 04 22A WC 00 04 19 WC 29 03 06B

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rat Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8820 LAW OFFICE - ALL EMPLOYEES & CLERICAL MESSENGERS, DRIVERS	722,600	.44	3,179
INCREASED LIMITS PART TWO (6199) 1.10 PERCENT			35
TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			65
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			3,279
NJ - INTRA EXPERIENCE MODIFICATION			1,339
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			4,391
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			4,391
EXPENSE CONSTANT (0900)			220
NJ ESTIMATED 2ND INJURY FUND SURCHARGE 6.560 PERCENT			288
TERRORISM (9740)	722,600	.030	217
CATASTROPHE (9741)	722,600	.010	72
TOTAL ESTIMATED ANNUAL PREMIUM			5,188

Total Estimated Annual Premium:	\$5,188
Deposit Premium:	
Policy Minimum Premium:	\$386 NJ

Interstate/Intrastate Identification Number:

Labor Contractors Policy Number:

NAICS:
SIC: 8111
NJ TIN: 270119443000

Form WC 00 00 01 A (1) Printed in U.S.A.
Process Date: 05/09/14

Page 2
Policy Expiration Date: 06/17/15

TOWNSHIP OF MAPLEWOOD
DISCLOSURE STATEMENT
Pursuant To Township Ordinance No. 2339-06

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Jeffrey R Surenia & Assoc. LLC has not made and will not make any reportable contributions pursuant to Township Ordinance No. 2339-06 that would bar the award of this contract to any Township elected official, Township candidate, Township candidate committee, Township joint candidates committee or political party committee representing the elected officials of the Township of Maplewood.

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership
Company

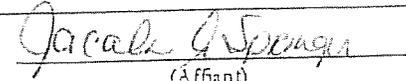
Name of Stock or Shareholder	Home Address
<u>Jeffrey R Surenia</u>	<u>1206 Rue Ave, Pant Pleasant NJ 08742</u>

Part III – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law

Name of Business Entity: Jeffrey R Surenia & Associates LLC
 Signed: [Signature] Title: Managing member
 Print Name: Jeffrey R Surenia Date: _____

Subscribed and sworn before me this 5 day of Dec, 2014


 (Affiant)

My Commission expires: _____

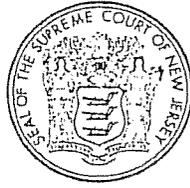
JACALYN A. SPRINGER
 A Notary Public of New Jersey
 My Commission Expires Sept 13, 2018

(Corporate Seal)

EXHIBIT C

To 2015 Proposed Contract for Professional Services

Supreme Court of New Jersey



Certificate of Good Standing

This is to certify that **JEFFREY R SURENIAN**
(No. **024231983**) was constituted and appointed an Attorney at Law of New Jersey on **December 15, 1983** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.

Please note that this Certificate does not constitute confirmation of an attorney's satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice law in this State.

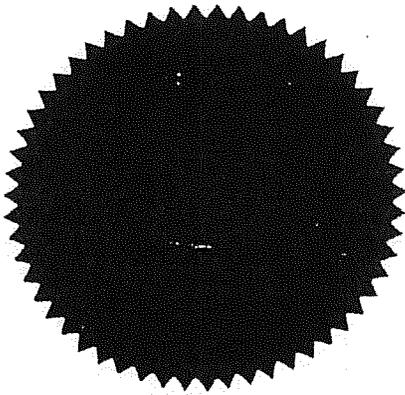
In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
day of , 20

25TH September 14

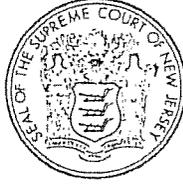
A handwritten signature in cursive script, appearing to read "Mark R. ...", written over a horizontal line.

Clerk of the Supreme Court

-453*-



Supreme Court of New Jersey

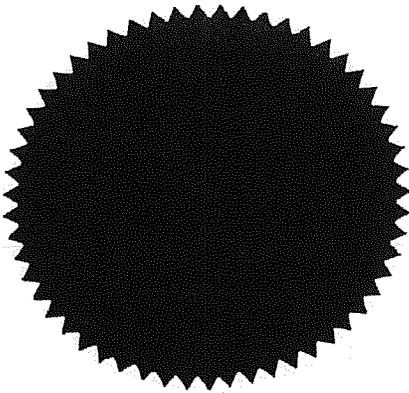


Certificate of Good Standing

This is to certify that **MICHAEL ALDO JEDZINIAK**
(No. **012832001**) was constituted and appointed an Attorney at Law of New Jersey on **November 14, 2001** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.

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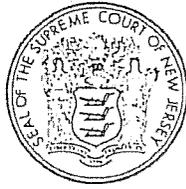


In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
day of , 20

25TH September 14

Clerk of the Supreme Court

Supreme Court of New Jersey

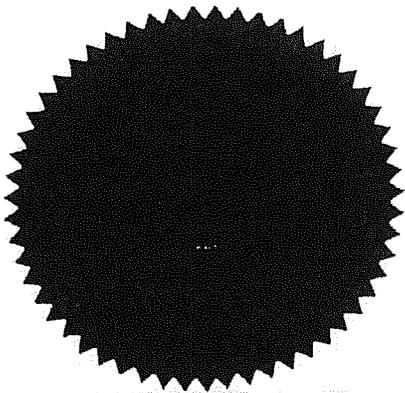


Certificate of Good Standing

This is to certify that **ERIK C NOLAN**
(No. **014032006**) was constituted and appointed an Attorney at Law of New Jersey on **November 30, 2006** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.

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In testimony whereof, I have
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Supreme Court, at Trenton, this
day of _____, 20

25TH September 14

Clerk of the Supreme Court