

RESOLUTION NO. 2014-217

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH JEFFREY R. SURENIAN & ASSOCIATES, BRIELLE, NEW JERSEY, REGARDING THE NEW JERSEY COUNCIL ON AFFORDABLE HOUSING (COAH) OBLIGATIONS.

WHEREAS, as a result of the ongoing litigation regarding the New Jersey Council on Affordable Housing (COAH) and the impact Court decisions have and will continue to have upon the City of Vineland; and

WHEREAS, as a result of the proposed adoption of new COAH rules, the City is in need of special counsel to provide legal services and advice in addressing the City's responsibility with respect to its affordable housing obligations; and

WHEREAS, Jeffrey R. Surenian & Associates, Inc., Brielle, New Jersey, is a law firm specializing in matters related to COAH and municipal affordable housing obligations; and

WHEREAS, the maximum amount authorized for said services are Five Thousand (\$5,000.00) Dollars; and

WHEREAS the Local Public Contract Law N.J.S.A. 40A:11-1, et seq, requires that the Resolution authorizing the award of a contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland as follows:

1. The Mayor and Clerk are authorized to execute a Professional Services Agreement with Jeffrey R. Surenian & Associates, Brielle, New Jersey, for legal services with respect to the City's affordable housing obligations. Said Agreement shall be in the form hereto marked Exhibit "A."

2. This Agreement shall be awarded without competitive bidding as a Professional Services in accordance with N.J.S.A. 40A:11-50 (1) (a) of the Local Public Contract Law because the contract is for a service performed by a person authorized by law to practice a recognized profession that is regulated by law.

Adopted:

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President of Council

ATTEST:

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City Clerk

## CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between:

**City of Vineland, a Municipal Corporation of the State of New Jersey**  
640 E. Wood Street  
PO Box 1508  
Vineland, NJ 08362-1508

hereinafter referred to as "City"

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. City hereby appoints and employs the Special Counsel to assist the City and its legal counsel in helping the City 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 City 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;
- (c) \$150.00 per hour for all time spent by Senior Associates, defined as an attorney with at least three years of experience as an attorney;
- (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. City 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 City on a monthly basis. In the event that the bills exceed the amount budgeted, City shall either make another appropriation or advise Special Counsel to stop work immediately.

5. City 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 City, 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**

Certificate 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 May 1, 2014 until December 31, 2014.

CITY OF VINELAND

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 28 day of April, 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