

AGREEMENT BETWEEN
TOWNSHIP OF DELRAN
AND
GRACE, MARMERO, & ASSOCIATES, LLP
(TOWNSHIP ATTORNEY)

This agreement, entered into as of this _____ day of _____, 2018, by and between Township of Riverside, a public body corporate and politic of the State of New Jersey, hereinafter designated as "TOWNSHIP" and GRACE, MARMERO, & ASSOCIATES, LLP, with an address of 44 Euclid Street, Woodbury, New Jersey, hereinafter designated as "TOWNSHIP ATTORNEY"

Whereas, Township requests the services of Township Attorney for the period January 1, 2018 through December 31, 2018; and,

Whereas, Township Attorney represents to Township that Township Attorney is qualified by training and experience to perform the services provided for in this Agreement and is licensed by the State of New Jersey to the extent required for performance of those services; and,

Whereas, Township, in reliance upon Township Attorney's representations desires to engage Township Attorney to perform services for Township.

Now, therefore, in consideration of the mutual covenants and promises contained herein the parties hereto agree as follows:

1.0 SCOPE OF SERVICES

1.1 Township Attorney shall, in a professional manner, provide the following services:

- A. Provide all legal services necessary for, and as requested by, Township of Delran;
- B. Advise Township officials on all legal matters and render legal opinions, as requested;
- C. Advise the Township on any applicable legal procedures and practices;
- D. Represent the Township's interest in matters relating to any appeals and/or litigation, as requested by the Township;
- E. Maintain records of all actions, suits, proceedings, and matters handled by Township Attorney;
- F. Appear at any and all necessary public Township meetings, as requested by Township;

G. Perform any and all other tasks necessary, and as requested by Township

1.2 Legal representation as described in 1.1 above shall include all court appearances, conferences, negotiations, meetings, research, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation, trial work, and other related activities.

2.0 COMPENSATION

2.1 The Township agrees to pay Township Attorney an hourly rate of \$150.00 per hour for all tasks performed.

2.2 Payment for all services rendered shall be on a monthly basis. Township Attorney shall submit vouchers for work performed on the voucher forms supplied by Township and shall attach to each an itemization of the type of work performed, including back-up copies of time sheets for the hours involved and the rate charged and any other information in substantiation as may be required by Township. Payment shall be made by Township within 45 days of receipt of properly executed original voucher if voucher is received at least 2 days prior to Township's regularly scheduled monthly meeting.

2.3 It shall be Township's exclusive right to determine whether services have been performed in a proper and satisfactory manner and in accordance with the terms and conditions of this Agreement prior to approval and payment of vouchers submitted by Township Attorney. In exercising this right, Township shall at all times act reasonably and shall not unreasonably withhold payment, in whole or in part.

2.4 Acceptance of final payment by Township Attorney for the services to be rendered pursuant to this Agreement shall be considered as a release in full of any and all claims against Township or any agency thereof by reason of the services performed or the furnishing and supplying of any labor and material or any other claims whatsoever arising out of or in any way pertaining to this Agreement.

3.0 INDEMNIFICATION AND LIABILITY INSURANCE

3.1 Each party agrees to indemnify the other party hereto, and save harmless the other party and its officers, officials, agents, servants and employees against and from any and all claims, suits and costs of every kind, type or description, and any and all damages and liability to which they may be subjected, by reason of injury to the person or property of third parties resulting from or in any way arising out of the negligent performance or lack of performance of this Agreement by the indemnifying party and its agents, employees, affiliates, successors and/or assigns.

3.2 As further assurance to Township, but not in any way limiting Township Attorney's liability for indemnification, Township Attorney shall, during the performance of the work to be performed pursuant to this agreement, keep in force at least the following insurance:

Workers compensation and employees liability insurance.

Commercial general liability covering both bodily injury with limits of \$1,000,000 per person and \$1,000,000 per accident and property damage with limits of \$1,000,000 per accident.

Comprehensive automobile liability insurance including operation of owned, non-owned and hired automobiles covering bodily injury with limits of \$1,000,000 per person and \$1,000,000 per accident and property damage with limits of \$1,000,000 per accident.

A professional errors and omissions policy covering Township Attorney for public liability in an amount not less than \$1,000,000.

Township Attorney shall supply Township with a certificate evidencing coverage and shall from time to time provide Township with such further assistance as may be requested to substantiate that such insurance is in full force and effect.

4.0 GENERAL CONSIDERATIONS

- 4.1 Township Attorney shall make payment of all proper charges for labor and materials incurred in the aforementioned work, and to indemnify and save harmless Township, its officers, agents, servants and employees, and each and every one of them, against and from any and all suits and costs of every name, type or description, and from any and all damages to which the Administrator of Township or any other member or any officer, agent, servant or employee of Township may be subjected by reason of injury to the person or property of others resulting from the performance of said work, or through the negligence of said Township Attorney.
- 4.2 Township Attorney shall not, without Township's written consent, sell, transfer, assign or in any way dispose of this Agreement of any interest therein to any other party or person.
- 4.3 Township Attorney warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Township Attorney, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for Township Attorney, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 4.4 Township Attorney agrees that it will comply with all provisions of law pertaining to public contracts which are hereby incorporated by reference and made a part hereof. Township Attorney further agrees that it will comply with all laws and regulations of the State of New Jersey and the United States pertaining to non-discrimination in employment on public contracts.

- 4.5 Township Attorney is not and shall not be considered in any respect an agent of or from Township in the performance of this Agreement but is expressly stated and agreed to be an independent contractor.
- 4.6 Township Attorney shall abide and comply with all appropriate provisions of law applicable to this Agreement and the work agreed to be performed and the material to be supplied. The Agreement and all of its provisions shall be construed under the laws of the State of New Jersey.
- 4.7 Anything contained in any attachment hereto that is contrary to or in conflict with any provision of this Agreement shall be null and void and of no effect and instead the pertinent provisions contained in this Agreement shall prevail.
- 4.8 If any one or more of the covenants or agreements provided in this Agreement on the part of Township or Township Attorney to be performed should be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void, and shall in no way affect the validity of the other provisions of the Agreement.
- 4.9 The standard of practice by which negligence will be judged is that which a reasonable practitioner would have used at the time the services were provided under similar circumstances.
- 4.10 All services rendered pursuant to this Agreement will be under the direction of a registered municipal accountant duly licensed in the State of New Jersey.

5.0 TERMINATION OF AGREEMENT

- 5.1 This Agreement may be terminated by Township on ninety (90) days written notice to Township Attorney without cause, or by a mutual written agreement of the parties, or by Township on thirty (30) days written notice to the Township Attorney in the event of substantial failure by the Township Attorney to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated, Township Attorney shall be paid in accordance with the provisions of Section 2.0 above.

6.0 EQUAL EMPLOYMENT OPPORTUNITY

- 6.1 During the course of this contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. (Attached hereto as Exhibit A).

7.0 AMERICANS WITH DISABILITY ACT OF 1990

- 7.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as below and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

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

The contractor and the Township, (hereafter "owner") do hereby agree that the provisions of Title II 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.

8.0 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

- 8.1 N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

9.0 DELEGATION OF DUTIES

- 9.1 Neither Township nor Township Attorney shall delegate its duties in this Agreement without the written consent of the other party.

10.0 EXTENT OF AGREEMENT

- 10.1 This Agreement represents the entire Agreement between Township and Township Attorney and supersedes all prior negotiations, representations or agreements, either written or oral for this project.

11.0 GOVERNING LAW

- 11.1 The terms of this Agreement shall be construed and interpreted under, and all

respective rights and duties of the parties shall be governed by, the laws of the State of New Jersey.

12.0 EXPIRATION DATE

- 12.1 This Agreement shall be effective as of January 1, 2018, and shall terminate December 31, 2018, subject, however, to such budgetary appropriations by Township as are required by law and subject to the right of prior termination as set forth in this Agreement.

13.0 FORCE MAJEURE

- 13.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent the performance of any such obligation is prevented or delayed by a Force Majeure.

14.0 DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION

- 14.1 Township Attorney is advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if Township Attorney receives contracts in excess of \$50,000 from public entities in a calendar year. It is Township Attorney's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

15.0 ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

- 15.1 It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officials, have executed this Agreement on the day first set forth herein.

TOWNSHIP ATTORNEY

NAME GRACE, MARMERO, & ASSOCIATES, LLP

ADDRESS 44 Euclid Street
Woodbury, NJ 08096

SIGNATURE _____

DATED _____ 4/24/18

WITNESS OR ATTEST:

SIGNATURE _____
(Corporate Seal)

TOWNSHIP OF DELRAN

SIGNATURE _____

DATED _____

WITNESS OR ATTEST:

SIGNATURE _____



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: GRACE AND MARMERO LIMITED LIABILITY
PARTNERSHIP
Trade Name: LONG AND MARMERO
Address: 44 EUCLID ST
WOODBURY, NJ 08096-4626
Certificate Number: 1037247
Effective Date: January 12, 2004
Date of Issuance: November 14, 2017

For Office Use Only:
20171114104242731



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: GRACE MARMERO MONMOUTH, LLP
Trade Name:
Address: 44 EUCLID STREET
WOODBURY, NJ 08096-4626
Certificate Number: 2107844
Effective Date: January 31, 2017
Date of Issuance: November 14, 2017

For Office Use Only:
20171114104430363

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Grace and Marmero, LLP

2 Business name/disregarded entity name, if different from above
Grace, Marmero and Associates, LLP

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC	☐ C Corporation	☐ S Corporation	☐ Partnership	☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P				

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
44 Euclid Street

6 City, state, and ZIP code
Woodbury, NJ 08096

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

2	0	-	0	5	7	3	4	2	2
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2, above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *[Signature]* Date ► **1-8-2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

No.SBP2595016**RENEWAL****BUSINESSOWNERS POLICY
DECLARATIONS****ISSUE****Item 1. Name and Mailing Address**

GRACE & MARMERO LLP
C/O TAMMY SAPONARE
44 EUCLID ST
WOODBURY, NJ 08096-4626

Representative:

132800 LAUREL COE & ASSOCIATES INC
PO BOX 986
VOORHEES, NJ 08043-0986

Item 2. Policy Period:

From: 10/12/2017 **To:** 10/12/2018

Item 3. You are a: LIMITED PARTNERSHIP

Type of Coverage: Expanded

Item 4. Your Business/Operation(s) Description: ATTORNEY'S OFFICE**Franklin Mutual Insurance Company**

A Non Assessable Mutual Company
5 Broad St PO Box 400, Branchville, NJ 07826-0400
973-948-3120 www.fmiweb.com

Subject to all Provisions *here* and in Consideration of the Premium, We agree to provide this Insurance for the indicated Policy Term/Period

Item 5. Location of Described/Designated Premises

Loc.

01. 44 EUCLID ST WOODBURY GLOUCESTER CO NJ
02. 1117 E LANDIS AVE FL 2 VINELAND CUMBERLAND CO NJ

Item 6.	Main Coverages		Part I – Business Property and Loss of Business Income	
	Coverage A & B	Deductible: \$200	2% Annual Inflation Factor on Buildings *	
Location No.		01	02	
A-Building				
B-Business Personal Property		\$83,200	\$30,000	
Wind Deductible				
C-Loss of Income		INCLUDED	INCLUDED	
Extended Rental Income(FM0198) Month/Days				
D-Money and Securities (limit applies to all locations)				
On Premises		\$10,000	Included	
Off Premises		\$5,000	Included	
Part II – Business Liability Limits and Coverages				
		\$1,000,000	Each Occurrence Limit – Coverages E & F	
		\$2,000,000	Aggregate/Total Limits	
		\$15,000	Medical Payments (Coverage F Limit) Per Person	
		\$1,000,000	Personal Injury/Advertising Injury Supplemental Coverage Limit	

Item 7. Endorsements and Forms Made Part of this Policy:

See Attached Endorsements Schedule

Item 8. Description of Amendment:

Premium \$1,681
NJ Surcharge \$12

Countersigned: 11/03/2017

Authorized Signature _____

KINSALE INSURANCE COMPANY
2221 Edward Holland Drive, Suite 600
Richmond, Virginia 23230

LAWYERS' PROFESSIONAL LIABILITY DECLARATIONS

Policy Number: 0100008311-5
Producer Number: 24001
Name and Address: ProLawyer Insurance, LLC
P. O. Box 1657
Newtown, PA 18940

NAMED INSURED:	Grace Marmero LLP
MAILING ADDRESS:	44 Euclid Street Woodbury, NJ 08096
POLICY PERIOD:	FROM 11/01/2017 TO 11/01/2018 at 12:01 AM at the address of the named insured as shown above.

RETROACTIVE DATE

Retroactive Date:	11/01/2012 at 12:01 AM at the address of the named insured as shown above.
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LIMITS OF INSURANCE

Each Claim	\$1,000,000
Aggregate Limit	\$1,000,000

DEDUCTIBLE(S)

Each Claim	\$15,000
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PREMIUM AND COMPANY FEES

Premium:	\$30,500
Company Fee:	\$0
Total (of Premium and Company Fee):	\$30,500

OPTIONAL EXTENDED REPORTING PERIOD

Period (in Months)	Percentage of Policy Premium
12	100%
24	150%
36	175%

See SECTION IX of the policy for details.

FORMS AND ENDORSEMENTS

Refer to ADF4001, SCHEDULE OF FORMS