

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Camden County Improvement Authority COUNTY: Camden

RECIPIENT: Township of Winslow COUNTY: Camden

BRIEF DESCRIPTION OF SERVICE:

County Wide Registration Program
For Abandoned Properties

EFFECTIVE DATE: 10-18-2016

EXPIRATION DATE: 4-30-2018 with 3 one year options.

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

SHARED SERVICES AGREEMENT

by and between

AND

CAMDEN COUNTY IMPROVEMENT AUTHORITY

**FOR THE PARTICIPATION IN A COUNTY-WIDE REGISTRATION
PROGRAM FOR ABANDONED PROPERTIES**

Dated: 10/18/2016

Prepared by: David C. Patterson, Esquire
CCIA Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, (“Shared Services Agreement”), dated this 18th day of October, 2016, is made by and between the **Township of Winslow**, a municipal corporation of the State of New Jersey (“Municipality”), and the **Camden County Improvement Authority**, a body politic and corporate of the State of New Jersey (“CCIA”).

RECITALS

1. The Camden County Improvement Authority (“CCIA”) is a body politic and corporate of the State of New Jersey with main offices located at Voorhees Town Center, 2220 Voorhees Town Center, Voorhees, NJ 08043;
2. The **Township of Winslow** (“Municipality”) is a municipal corporation of the State of New Jersey with offices located at: **125 S. Route 73, Braddock, NJ 08037**
3. The present mortgage foreclosure crisis has serious negative implications for all communities trying to manage the consequences of property vacancies and abandoned real properties;
4. The CCIA and Municipality have a vested interest in protecting neighborhoods against decay caused by vacant and abandoned properties and conclude that it is in the best interest of the health, safety, and welfare of its citizens and residents to impose registration and certification requirements on abandoned and vacant properties located within the municipality;
5. Community Champions Corporation is a corporation that provides Property Registration Programs pursuant to a contract with the CCIA, a copy of which is attached as Exhibit “A”. The terms of said contract are hereby incorporated into this Agreement;
6. The CCIA is establishing a County-wide registration program to be administered by Community Champions Corporation that will identify a contact person to address safety and aesthetic concerns to minimize the negative impacts and blighting conditions that occur as a result of the foreclosures;

7. The parties now wish to enter into a Shared Services Agreement for the participation of the municipalities into the County-wide registration program established by the CCIA and administered by Community Champions Corporation; and
8. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements.
9. The parties agree that their mutual public purpose and best interest will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the parties do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

It is the purpose and intent of the Municipality to establish a process to address the deterioration and blight of Municipal neighborhoods caused by an increasing amount of abandoned, foreclosed or distressed real property located within the Municipality, and to identify, regulate, limit and reduce the number of abandoned properties located within the Municipality.

It is the Municipality's further intent to participate in the County-wide registration program established by the CCIA and administered by Community Champions Corporation as a mechanism to protect neighborhoods from becoming blighted due to the lack of adequate maintenance and security of abandoned and foreclosed properties.

B. DESCRIPTION OF SERVICES.

The Municipality shall participate in the County-wide registration system, administered by Community Champions Corporation cataloging each Abandoned Property within the Municipality.. Community Champions Corporation shall provide all the required services necessary to develop and implement the real property registry and fee collection program in accordance with the requirements of each Municipality's Ordinance and shall include, but not be limited to, the following:

1. Identify vacant/abandoned properties within the County of Camden, whether vacant or occupied, that is in default on a mortgage, has had a lis pendens filed against it by the mortgagee holding a mortgage on the property, is subject to an ongoing foreclosure action by the mortgagee, is subject to an application for a tax deed or pending tax assessors' lien sale, has been transferred to the mortgagee under a deed in lieu of foreclosure or ownership by Sheriff's Sale.
2. Notify mortgagee of its requirements to register vacant/abandoned properties, within ten (10) days of the date that the mortgagee declares default on a mortgage, has had a lis pendens filed against it by the mortgagee holding a mortgage on the property, is subject to an ongoing foreclosure action by the mortgagee, is subject to an application for a tax deed or pending tax assessors lien sale, has been transferred to the mortgagee under a deed in lieu of foreclosure or ownership by Sheriff's Sale.
3. Provide mortgagee detailed instructions on how to register the property, identifying information required to complete registry, access to the registry system, select and identify the local property manager and any other information necessary by the mortgagee to complete the registry of the property.
4. Train and provide support with the responsible person for the lender to electronically register the information.
5. Develop and design or acquire and maintain, through the duration of the engagement, a web-based electronic registry system that affords all mortgagees the opportunity to go on-line and register/abandoned properties as required by municipal ordinances.
6. Provide the CCIA free access to, and training on, the web-based electronic registry system and reporting tools. Also provide any necessary website and reporting tools support to the CCIA.
7. Include in the web-based electronic registry system, at no cost to the CCIA, any properties that have been registered in the County prior to the commencement of any Community Champion services hereunder.
8. Provide the record of vacant/abandoned properties, with mortgages declared to be in default, that have not been registered and the current status of the registration process for each property.

9. Provide the financial accounting of property registrations, identifying those that are in compliance with the ordinance as well as those that have not met its financial obligations.
10. Provide financial reports reasonably requested by the CCIA.

C. FEES.

Community Champions Corporation shall be the collector of the registration fee established by the municipality. The fee shall be apportioned and distributed as follows:

1. Community Champions Corporation shall receive a flat fee of \$100.00 per house;
2. The second \$100.00 shall be disbursed by Community Champions Corporation to the Municipality;
3. After Community Champions receives \$100.00 and Municipality receives \$100.00, the CCIA shall receive a portion of fee in excess of \$200.00 up to a \$100.00 maximum to the CCIA.
4. Any registration fee amount in excess of \$300.00 shall be retained by the Municipality.

Neither Community Champions Corporation nor the CCIA shall be entitled to any fines levied by the Municipality for code violations or violations of the registration requirement.

D. DURATION OF AGREEMENT.

This Agreement shall become effective immediately upon authorization, execution and delivery by all parties.

This Agreement shall be effective for the period commencing upon the effective date of this Agreement and continuing in accordance with the Contract executed between the CCIA and Community Champions Corporation attached hereto as Exhibit "A".

E. TERMINATION OF AGREEMENT.

1. This Agreement may be terminated by either party, at any time, with a minimum of thirty (30) days written notice to the other party.
2. Upon termination, any and all data collected by Community Champions Corporation up to the date of termination will remain the property of the parties to this Agreement.
3. Upon termination, a municipality will no longer have access to the program approved by Community Champions Corporation as part of this Shared Services Agreement.

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the CCIA, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither CCIA nor Municipality intends by the Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the CCIA pursuant to this Agreement.

G. INDEMNIFICATION.

a) During the term of this Shared Services Agreement, each entity shall indemnify and shall hold each other entity, the members of its governing body and its officers, agents and employees harmless against, and each indemnifying entity shall pay any and all liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which indemnified entity, the members of its governing body or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed, work performed, obligation undertaken or not performed in connection with the Project.

b) The indemnifying entity at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against any indemnified entity, the members of its governing body or its officers, agents or employees; provided, however, that this

provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend any insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

(c) Each entity agrees as follow:

(i) Each entity shall give each other entity prompt written notice of the filing of each such claim and the institution of each such suit or action;

(ii) No entity shall, without the prior written consent of each other entity, adjust, settle or compromise any such claim, suit or action with respect to the Project.

H. COMPLIANCE WITH LAWS AND REGULATIONS.

Each entity agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this agreement.

I. INSURANCE.

At all times during the term of this Shared Services Agreement, each entity shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as shall be determined to be reasonably required. Each entity shall be obligated to pay for the cost of all such insurance.

J. EVENTS OF DEFAULT.

Any one of the following shall constitute an event of default by defaulting entity:

1. continued breach by any such entity of any representation, warranty or covenant contained in this Shared Services Agreement within thirty (30) days after written notice of such breach has been sent by any other entity to the defaulting entity or, if such breach is of a type that cannot be cured within (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion;

2. failure by any defaulting entity to perform any other term or condition of this Shared Services Agreement within (30) days after written notice of such failure has been sent by any other entity or, if such failure is of a type that cannot be cured within (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion; or

3. the filing of a petition by the defaulting entity in bankruptcy or the filing of a petition in bankruptcy against defaulting entity which is not dismissed within sixty (60) days after such filing, or if defaulting entity is adjudged to be bankrupt or determined to be insolvent or if defaulting entity seeks reorganization or liquidation under any federal or State bankruptcy law, or if defaulting entity makes an assignment for the benefit of its creditors.

K. REMEDIES.

Whenever any Event of Default as described in paragraph J., above hereof shall have occurred and shall be continuing, and provided that prior written notice of the Default has been given to the Defaulting Party by the Non-Defaulting Party and the Default has not been cured, the Non-Defaulting Party may take whatever action may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Defaulting Party under the terms of this Shared Services Agreement or may terminate this Agreement by written notice to the defaulting party.

L. NO REMEDY EXCLUSIVE.

No Remedy which is conferred upon or which is reserved to the parties herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy which is provided under the terms of this Shared Services Agreement or which is now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

M. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

N. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant condition or agreement of any past, present or future officer, agent or employee of the Municipality or CCIA, in his or her individual capacity, and neither the officers, agents or employees of the Municipality or CCIA nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

O. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and be binding upon each other entity and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously

executed in several counterparts, each of which shall constitute an original document and all of which shall constitute be one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** All entities shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them of any right which is not explicitly waived in this Shared Services Agreement.

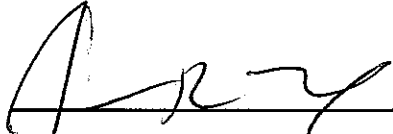
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey and to be performed entirely within such State, including all matters of enforcement, validity and performance.

P. EFFECTIVE DATE.

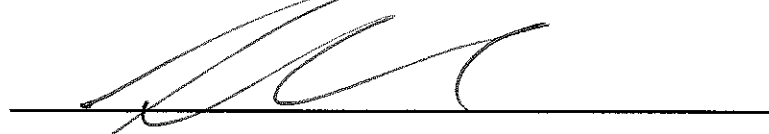
This Agreement shall be effective as of 18th day of October, 2016, which date shall be considered the commencement date of this Agreement.

ATTEST:

CAMDEN COUNTY IMPROVEMENT AUTHORITY



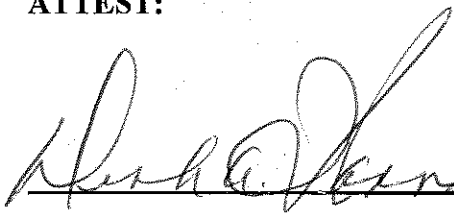
**JAMES LEX, ASSISTANT
SECRETARY**



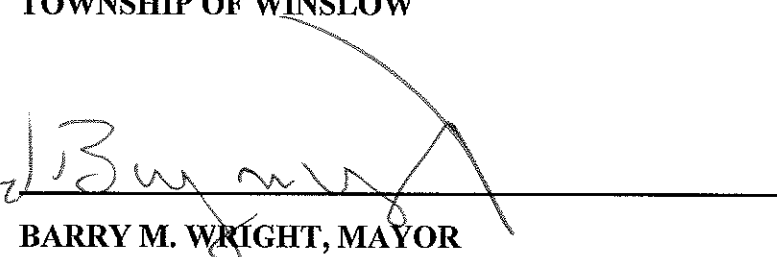
JAMES BLANDA, EXECUTIVE DIRECTOR
*Christopher Orlando, Interim Executive
Director*

ATTEST:

TOWNSHIP OF WINSLOW



DEBORAH A. IANNACO, RMC



**BARRY M. WRIGHT, MAYOR
MUNICIPAL CLERK**

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EXHIBIT A

SEE ATTACHED PROPOSAL

PROFESSIONAL CONSULTING CONTRACT

THIS AGREEMENT made and entered this May 1, 2016 between the *Camden County Improvement Authority* (hereinafter referred to as "*Authority*") and *Community Champions Corporation* hereinafter referred to as "*Property Registration Consultant*").

WITNESSETH:

WHEREAS, the Authority is in need of a Consultant to provide Property Registration Program services as identified in the Proposal attached hereto as Exhibit "A"; and

WHEREAS, the Authority solicited Competitive contracts to provide this service; and

WHEREAS, the above named is a Consultant licensed to practice in the State of Florida and who maintains an office located at 6767 N. Wickham Road, Suite 500, Melbourne, Florida 32940 and

WHEREAS, the "Local Public Contract Law", N.J.S.A. 40A:11-1 *et seq.*, requires the execution of written Contracts for the services awarded herein; and

WHEREAS, this Contract was advertised for and awarded pursuant to a "fair and open process" in accordance with N.J.S.A. 19:44A-20.4 *et seq.* or;

NOW, THEREFORE, IT IS AGREED between the parties that in consideration of the promises and covenants contained herein as follows:

1. **CONTRACT AWARDED**

This Contract is awarded to secure the rendering of Professional Consulting Services to the Authority.

2. SERVICES TO BE PROVIDED BY PROPERTY REGISTRATION

CONSULTANT

The Property Registration Consultant shall perform the services in accordance with the terms and conditions of the Proposal attached hereto and incorporated by reference herein.

3. TERM

The term of this Contract shall be:

From May 1, 2016 to April 30, 2018 with three (3) one-year options to renew. The option(s) to renew shall be at the sole discretion of the CCLIA.

However, either party may terminate this Agreement at any time on a minimum of sixty days written notice to the other, with or without cause.

4. COMPENSATION

Community Champions shall charge a fee of \$200 per registration for each property. This fee shall, per the RFP's requirements, be split 50% with the Camden County Improvement Authority (i.e. \$100 kept by Community Champions and \$100 remitted to the CCLIA). Any additional monies collected over and above the first \$200 per registration will be remitted to the individual municipality, as per the municipality's specific fee, as set by their local registration ordinance.

5. PROPERTY REGISTRATION CONSULTANT AS AN INDEPENDENT CONTRACTOR

It is understood and agreed between the parties hereto that the Property Registration Consultant shall continue to maintain its office for the private practice of Consulting in Melbourne, Florida and represent such other private clients as may employ it. The Authority shall be under no obligation to provide rent, equipment, utilities, telephone, stationery, supplies, clerical staff nor other items generally assumed to be included in the overhead costs of the Consultant's private office unless otherwise stated herein.

6. AFFIRMATIVE ACTION

During the performance of this Contract, the Property Registration Consultant agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in accordance with attached Exhibit "B".

7. ADDITIONAL WORK

It is hereby agreed that the Property Registration Consultant will not undertake the performance of work and/or provide services which are outside the scope and purpose of this Contract without the express written authorization of the Authority.

8. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Camden County Improvement Authority and its officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgements and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

9. INSURANCE

Prior to commencing work, the Property Registration Consultant shall furnish the CCIA with a certificate of insurance as evidence that it has procured the insurance coverage required herein. This coverage must be provided by a carrier approved by the CCIA and rated appropriately through A.M. Best. Firms must give the CCIA a sixty day notice of cancellation, non-renewal or change in insurance coverage.

The Consultant shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request for Proposals:

9.1 ERRORS AND OMISSIONS

\$1,000,000.00 errors and omissions /malpractice

9.2 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Statutory coverage for New Jersey; \$500,000.00 Employer's Liability;
Broad Form All-States Endorsement. (If applicable to services to be performed)

9.3 GENERAL LIABILITY

\$1,000,000.00 per occurrence/\$2,000,000.00 aggregate for bodily injury and property damage. The CClA shall be named as additional insured with respect to general liability

9.4 AUTO LIABILITY

\$1,000,000.00 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

10. **THIS AGREEMENT** constitutes the full and complete understanding between the parties and any representations, whether oral or in writing not contained herein, will not be binding on the parties.

11. **THIS AGREEMENT** shall be interpreted in accordance with the laws of the State of New Jersey.

ATTEST:

J.W. [Signature]

**CAMDEN COUNTY IMPROVEMENT
AUTHORITY**

BY: [Signature]

ATTEST:

Catherine O. Shiflett
Catherine O. Shiflett

COMMUNITY CHAMPIONS CORPORATION

BY: David Mulberry
David Mulberry, President/CEO

**TOWNSHIP OF WINSLOW
COUNTY OF CAMDEN
STATE OF NEW JERSEY**

**RESOLUTION APPROVING WINSLOW TOWNSHIP TO ENTER INTO A
SHARED SERVICES AGREEMENT WITH CAMDEN COUNTY
IMPROVEMENT AUTHORITY FOR COUNTY-WIDE REGISTRATION
PROGRAM FOR ABANDONED PROPERTIES**

WHEREAS, A Shared Services Agreement was heretofore entered into between the Township of Winslow ("Winslow") and the Camden County Improvement Authority ("CCIA") for the establishment of a cooperative means of a County-wide Registration Program for Abandoned Properties; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-4 et seq.) permits local units such as counties and municipalities to enter into agreements for the provision of joint services; and

WHEREAS, the present mortgage foreclosure crisis has serious negative implications for all communities trying to manage the consequences of property vacancies and abandoned real properties; and

WHEREAS, the CCIA and Winslow have a vested interest in protecting neighborhoods against decay caused by vacant and abandoned properties and conclude that it is in the best interest of the health, safety, and welfare of its citizens and residents to impose registration and certification requirements on abandoned and vacant properties located within the municipality; and

R-2016-558

WHEREAS, Community Champions Corporation is a corporation that provides Property Registration Programs pursuant to a contract with the CCIA, a copy of which is attached as Exhibit "A". The terms of said contract are hereby incorporated into this Agreement; and

WHEREAS, the CCIA is establishing a County-wide registration program to be administered by Community Champions Corporation that will identify a contact person to address safety and aesthetic concerns to minimize the negative impacts and blighting conditions that occur as a result of the foreclosures; and

WHEREAS, the parties now wish to enter into a Shared Services Agreement for the participation of the municipalities into the County-wide registration program established by the CCIA and administered by Community Champions Corporation; and

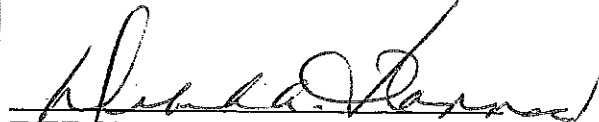
WHEREAS, in order for Winslow to participate in this Program it is necessary for it to enter into a Shared Services Agreement with the CCIA; and

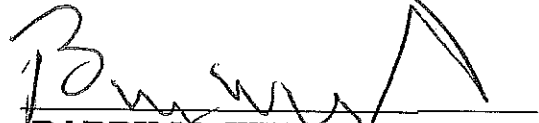
WHEREAS, Winslow has reviewed the Shared Services Agreement with CCIA and has determined that same is in form satisfactory for approval, said Shared Services Agreement attached hereto and incorporated by reference herein as **Exhibit "A"**.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Winslow, that the Shared Service Agreement be adopted between the Township of Winslow and the CCCIA.

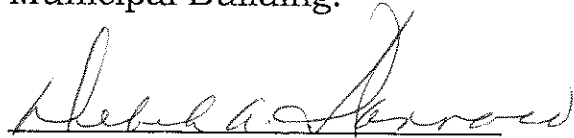
BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its enactment as provided by law.

Adopted: October 18, 2016


**DEBORAH A. IANNACO, RMC,
MUNICIPAL CLERK**


BARRY M. WRIGHT, MAYOR

Certified to be a true copy of a Resolution adopted by the Mayor and Township Committee of the Township of Winslow at a regularly scheduled meeting on **October 18, 2016** at the Winslow Township Municipal Building.


**DEBORAH A. IANNACO, RMC,
MUNICIPAL CLERK**

Dated: 10/19/2016