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Washington Twp.

49263

**SHARED SERVICES AGREEMENT**

**by and between**

**MUNICIPALITIES**

**AND**

**COUNTY OF GLOUCESTER, NEW JERSEY,**

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

**Dated:** 7/22/2015

Prepared by: Matthew P. Lyons,
County Counsel

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## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT,** ("Shared Services Agreement"), dated this 22 day of JULY, 2015, is made by and between the TOWNSHIP OF WASHINGTON, a municipal corporation of the State of New Jersey ("Municipality"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

## RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;

2. Municipality ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 523 EGG HARBOR ROAD, SEWELL, NJ 08080

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 County and Municipalities have a vested interest in protecting neighborhoods against decay caused by vacant and abandoned properties and conclude that it is in the best interests 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 County, a copy of which is attached as Exhibit A. The terms of said contract are hereby incorporated into this Agreement;

6. The County has established a County-wide registration program 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 County 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.

**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 Municipality 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 Gloucester County 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 Gloucester, 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 mortgage, 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 County 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 County.

7. Include in the web-based electronic registry system, at no cost to the County, any properties that have been registered in the County prior to the commencement of any Vendor 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 County.

**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 Vendor receives $100.00 and Municipality receives $100.00, County shall receive portion of fee in excess of $200.00 up to a $100.00 maximum to the County;

4. Any registration fee amount in excess of $300.00 shall be retained by the Municipality.

Neither Community Champions Corporation nor the County 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 for a period of 10 years or in accordance with the Contract executed between the County 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 County, 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 County nor Municipality intends by this 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 County 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 follows:

(i) Each entity shall given 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 determine 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 any 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 thirty (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 thirty (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 thirty (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 Borough or County, in his or her individual capacity, and neither the officers, agents or employees of the Borough or County 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 shall 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 but 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 applicable to agreements made 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 22 day of JULY, 2015, which date shall be considered the commencement date of this Agreement.

**ATTEST:**

**Chad M. Bruner,**
**Administrator/Clerk of the Board**

**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

JILL MCCREA, CLERK

**MUNICIPALITY**

BARBARA A. WALLACE, MAYOR