

10/18/17

50786

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

THIS CONTRACT is made this 1st day of **November, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **PROPERTY REGISTRATION CHAMPIONS, LLC**, with offices at 2725 Center Place, Melbourne, FL 32940, hereinafter referred to as "**PRC**".

RECITALS

WHEREAS, there exists a need by the County to contract for professional services for a County-wide registration program for abandoned properties subject to mortgages that are in default, which involves the drafting and implementing of legally proper municipal registration ordinances as per RFP-17-030, from November 1, 2017 to October 31, 2018; and

WHEREAS, PRC represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contract.

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. This contract shall be effective for a one (1) year period from November 1, 2017 to October 31, 2018.

2. COMPENSATION. PRC shall be the collector of the registration fee established by the municipality and the fee shall be apportioned and distributed as follows: **(a)** PRC shall receive a flat fee of \$100.00 per registered property; **(b)** the second \$100.00 shall be disbursed by PRC to the municipality; **(c)** after PRC receives \$100.00 and the municipality receives \$100.00, the County shall receive a portion of a fee in excess of \$200.00, up to a \$100.00 maximum to the County; and, **(d)** any registration fee amount in excess of \$300.00 shall be retained by the municipality.

3. DUTIES OF PRC. The specific duties of PRC shall be for the provision of a County-wide registration program for abandoned properties subject to mortgages that are in default, which involves the drafting and implementing of legally proper municipal registration

ordinances as per **RFP-17-030**, and PRC's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

PRC agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-017-030**.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, PRC agrees as follows:

PRC 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, PRC will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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. PRC 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.

PRC or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of PRC, 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.

PRC or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of PRC's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

PRC 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.

PRC or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING. If PRC, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, PRC shall provide to the

County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

PRC shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by PRC, or its agents and/or subcontractors.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specification, or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If PRC is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have PRC's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, PRC or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if PRC shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to PRC of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by PRC under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to PRC. If the Contract is terminated by the County as provided herein, PRC will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, PRC or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by PRC, and the County may withhold any payments to PRC for the purpose of set off until such time as the exact amount of damages due the County from PRC is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned, nor subcontracted by PRC, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County,

and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. PRC or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of PRC's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from PRC's failure to provide for the safety and protection of its employees, or from PRC's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of PRC. PRC's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. PRC shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. PRC shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If PRC is a member of a profession which is subject to suit for professional malpractice, then PRC shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. PRC shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. PRC also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should PRC either refuse or neglect to perform the services which PRC is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of PRC's failure to perform, then and in that event, such expenses shall be deducted from any payment due to PRC. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any

obligations owing by the County to PRC shall be suspended without liability for the period during which the County is so prevented.

12. METHODS OF WORK. PRC agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of the County or infringe on the rights of the public.

13. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by PRC, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement

14. PARTIAL INVALIDITY. In the event that any provisions of this Contract shall be, or become, invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provisions of this Contract.

15. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that PRC is an independent contractor, and is not an employee, or agent of the County.

17. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

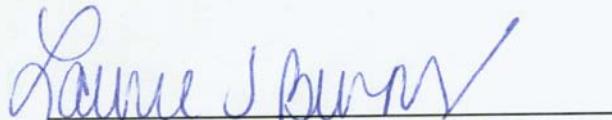
18. GOVERNING LAW, JURISDICTION AND VENUE. This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. CONTRACT PARTS. This Contract consists of this Contract document, **RFP-17-030** issued by the County, and PRC's Proposal. Should there occur a conflict between this form of Contract and **RFP-17-030**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP-17-030**, and PRC's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 1st day of **November, 2017**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the said party of the first part passed for that purpose, and PRC has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:



LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER



ROBERT M. DAMMINGER, DIRECTOR

ATTEST:


Catherine O. Shiflett
National Govt. Relations Administrator

PROPERTY REGISTRATION
CHAMPIONS, LLC


Danielle Kieselhorst
DANIELLE KIESELHORST,
DIRECTOR