A-1422. 1E

EXECUTION VERSION

SHARED SERVICES AGREEMENT

BY AND BETWEEN

CITY OF ATLANTIC CITY

AND

ATLANTIC COUNTY IMPROVEMENT AUTHORITY

FOR THE PARTICIPATION IN A COUNTY-WIDE REGISTRATION PROGRAM FOR MORTGAGED PROPERTIES IN FORECLOSURE

Dated: 3/13/2025

Prepared by:

Randolph C. Lafferty, General Counsel
Atlantic County Improvement Authority

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, ("Shared Services Agreement"), dated this 13TH day of MARCH, 2025, is made by and between CITY OF ATLANTIC CITY, a municipal corporation of the State of New Jersey ("Municipality") with offices at 1301 Bacharach Blvd., Atlantic City, New Jersey 08401 ("Municipality"), and the ATLANTIC COUNTY IMPROVEMENT AUTHORITY (hereinafter referred to as the "Authority") is a political subdivision of the State of New Jersey and an instrumentality of the County of Atlantic, established pursuant to N.J.S.A. 40:37A-44 et seq., with offices at 600 Aviation Research Blvd., Bldg.3, Egg Harbor Township, New Jersey 08234 (The Municipality and Authority may be referred to as "Party" or collectively "Parties" herein).

RECITALS

1. The Authority is a political subdivision of the State of New Jersey and an instrumentality of the County of Atlantic with its principal offices being located at 600 Aviation Research Boulevard, Bldg. 3, Egg Harbor Township, New Jersey 08234;

2. Municipality ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 1301 Bacharach Blvd., Atlantic City, New Jersey 08401;

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 Authority 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 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. The Parties have previously entered into a Shared Services Agreement, pursuant to the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 *et.seq.,* on October 18, 2023, whereby the Authority has provided certain services to and on behalf of the Municipality related to a County-wide registration for abandoned properties subject to mortgages that are in default, said services being provided through a Professional Services Contract between the Authority and Hera Property Registry, LLC;

6. The Parties are desirous of entering into this Agreement so as to extend and further implement the Agreement between the Parties;

8. This Shared Services Agreement is authorized pursuant to Chapter 444 of P.L. of 2021 and has been awarded pursuant to the statutory fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4;

9. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into such 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 the Authority and administered by this Contract is authorized pursuant to Chapter 444 of P.L. of 2021 and has been awarded pursuant to the statutory fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4, 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 Hera Property Registry, LLC cataloging each Abandoned Property within the Municipality. Hera Property Registry, LLC 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 the Municipality's Ordinance and shall include, but not be limited to, the following:

1. Identify vacant/abandoned properties within the County of Atlantic and City of Atlantic City, 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 assessor's 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 any statutorily qualified property 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 vacant/abandoned properties as required by municipal ordinances.

6. Provide the Authority 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 Authority.

7. Include in the web-based electronic registry system, at no cost to the Authority, 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 Authority.

C. FEES.

Hera Property Registry, LLC shall be the collector of the registration fee established by the Municipality. All registrations fees collected by Hera Property Registry, LLC shall be paid over to the Authority. The fee shall thereafter be apportioned and distributed by the Authority as follows:

1. Hera Property Registry, LLC shall receive a flat fee of $100.00 per house;

2. The second $100.00 shall be disbursed by the Authority to the Municipality;

3. After Vendor receives $100.00 and Municipality receives $100.00, the Authority shall receive portion of fee in excess of $200.00 up to a $100.00 maximum to the Authority;

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

5. Should there be a late fee associated with the Municipality's ordinance, the late fee will be submitted to the Authority and HERA will invoice for 20% of said late fee and the balance of said late fee shall be remitted to the Municipality.

Neither Hera Property Registry, LLC nor the Authority shall be entitled to any fines levied by the Municipality for code violations or violations of the registration requirement.

D. DURATION OF AGREEMENT.

Upon authorization, execution and delivery by all parties, this Agreement shall be deemed effective October 18, 2024.

This Agreement shall be effective for the period commencing upon the effective date of this Agreement and continue for a period of one (1) year. The Parties further agree that, unless terminated in writing by either of the parties, this Agreement shall automatically renew for two successive one-year terms without any further action being required of the Parties.

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, with or without cause.

2. Upon termination, any and all data collected by Hera Property Registry, LLC 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 Hera Property Registry, LLC as part of this Shared Services Agreement.

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the Authority, 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 Authority 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 Authority pursuant to this Agreement.

G. INDEMNIFICATION.

1. During the term of this Shared Services Agreement, and to the extent permitted by law, 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.

2. To the extent permitted by law, 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.

3. Each entity agrees as follows:

   (a) 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;

   (b) 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 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 Authority or Municipality, in his or her individual capacity, and neither the officers, agents or employees of the Authority or Municipality 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.

10. **Superseding Agreement.** This Agreement shall supersede any prior Shared Services Agreement between the parties regarding this subject matter and, to the extent there is any conflict between this Agreement and any prior Agreement, this Agreement shall control.

P. **Effective Date.** This Agreement shall be effective as of the date first written above.

ATTEST:

ATLANTIC COUNTY IMPROVEMENT AUTHORITY

By: _____
TIMOTHY D. EDMUNDS
EXECUTIVE DIRECTOR

ATTEST:

Paula Greeley

CITY OF ATLANTIC CITY

By: _____
MARTY SMALL, SR.,
MAYOR

The within Agreement is approved as to form and execution.

Peter T. Sallata, Esq.
Assistant City Solicitor

Date: 3/27/25

STATE OF NEW JERSEY)

) ss.

COUNTY OF ATLANTIC)

I CERTIFY that on March 13, 2025, Edwin G. Blake, the Secretary or Assistant Secretary of the Corporation, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the secretary or assistant secretary of the Atlantic County Improvement Authority (the corporation named in this document);

(b) this person is the attesting witness to the signing of this document by the proper corporate officer of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors and;

(d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

March 13, 2025

Secretary

RANDOLPH C. LAFFERTY, ESQUIRE
ATTORNEY AT LAW
STATE OF NEW JERSEY

EXHIBIT A
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

During the performance of this contract, the contractor agrees as follows:

The contractor 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, the contractor 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. The contractor 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.

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

The contractor or subcontractor, where applicable, 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 the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor 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.

The contractor 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.**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex; and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by

the statutes and court decisions of the State of New Jersey and as established by applicable law and applicable Federal court decisions.

In conforming with the applicable targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company Name: Atlantic County Improvement Authority

Name: Timothy D. Edmunds, P.E.

Title: Executive Director

Signature: 

Date: March 13, 2025

Resolution of the City of Atlantic City

No. 100

Approved as to Form and Legality on Basis of Facts Set Forth

Assistant City Solicitor /s/ Karl Timbers

Factual contents certified to by

Director of Licensing & Inspection/s/ Dale Finch

Revised 2/18/2025

Prepared by City Solicitor's Office

Council Members MARSHALL, RANDOLPH, SHABAZZ & BAILEY present the following Resolution:

RESOLUTION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY TO REGISTER MORTGAGED PROPERTIES IN FORECLOSURE

WHEREAS, the Atlantic County Improvement Authority (the "Authority") is a political subdivision of the State of New Jersey and an instrumentality of the County of Atlantic with its principle offices being located at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401; and

WHEREAS, the City of Atlantic City (the "City") is a municipal corporation of the State of New Jersey with authority to provide shared services for its residents and to enter into a contract with the Authority; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(2), and all other provisions of the revised statutes of the State of New Jersey allow for a contract to be awarded without public advertising for bid if said contract is entered into with the County or any agency thereof; and

WHEREAS, the Uniform Shared Services Consolidation Act, N.J.S.A. 40:A65-1 et seq. authorizes such legal entities to enter into a shared services agreement with each other to subcontract a service which the parties to an agreement are empowered to render within a certain jurisdiction; and

WHEREAS, the City shall participate in the County-wide registration system to implement real property registry and fee collection program in accordance with the City's ordinance to, among other things, to identify foreclosed properties; notify mortgagees of registration requirements; provide mortgagees with instructions on how to register properties and provide financial accounting of property registrations; and

WHEREAS, City Council adopted Ordinance No. 3 of 2016 on February 17, 2016, granting authority to take appropriate measure to implement the registration program;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest to a three (3) year extension of the shared services agreement for one year with the Atlantic County Improvement Authority whereby the Authority will perform certain shared services during a three year period from contract execution, to be approved as to form and execution by the City Solicitor, which attached contract shall set forth more specifically the services to be performed with no cost to the City.

March 27, 2025 1:38 PM

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
BAILEY	X						LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON	X						SHABAZZ	X				X	
KURTZ	X						TIBBITT	X					
							RANDOLPH, PRESIDENT	X					

X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: FEBRUARY 19, 2025

Paula Geletei

/s/ Paula Geletei, City Clerk