

RESOLUTION NO. 2021 - 54

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AWARDING A CONTRACT FOR THE REGISTRATION OF PROPERTY PENDING FORECLOSURE TO PROPERTY REGISTRATION CHAMPIONS, LLC d/b/a PROCHAMPS.

WHEREAS, there exists a need in the Township for the Registration of Property Pending Foreclosure Services; and

WHEREAS, the Township of Little Egg Harbor has solicited proposals from qualified applicants for the Registration of Property Pending Foreclosure Services through a fair and open process; and

WHEREAS, in response to the solicitation, one (1) proposal was received on Monday January 11, 2021 from Property Registration Champions, LLC d/b/a PROCHAMPS; and

WHEREAS, the proposal have been reviewed by the Township officials and it has been determined that Property Registration Champions, LLC d/b/a PROCHAMPS has submitted an advantageous proposal in accordance with the Township's request, attached hereto as Schedule A; and

WHEREAS, it is the desire of the governing body to award a contract for the Registration of Property Pending Foreclosure Services to Property Registration Champions, LLC d/b/a PROCHAMPS.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

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Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW
150 Airport Road
Suite 600
Lakewood, NJ 08701
o: 732.363.0777
f: 732.905.6555

1. That the governing body does hereby award a contract to Property Registration Champions, LLC d/b/a PROCHAMPS for the Registration of Property Pending Foreclosure Services for a flat fee of \$100.00 per registration.

2. That the Mayor and the Township Clerk are hereby authorized to execute a contract with Property Registration Champions, LLC d/b/a PROCHAMPS for Registration of Property Pending Foreclosure Services in a form acceptable to the Township Attorney.

3. This contract shall be an open-ended contract with funds being encumbered contingent upon the availability of funds in the budget year. No purchase(s) shall be made under this contract until the Chief Financial Officer has certified the availability of funds for such purchases.

4. That a certified copy of this resolution shall be forwarded to the Township Administrator, Chief Financial Officer, Township Code Enforcement Officer and Property Registration Champions, LLC d/b/a PROCHAMPS.

CERTIFICATION


I, **DIANA K. MCCRACKEN**, RMC, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **14th** day of **January, 2021**.

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DIANA K. MCCRACKEN, Township Clerk
Little Egg Harbor Township

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **RODNEY HAINES**, Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that no amount shall be chargeable or certified and no services shall be rendered under this contract with Property Registration Champions, LLC d/b/a PROCHAMPS until a certification of available funds has been issued and attached to the file copy of the purchase order or other such document.



RODNEY HAINES, Chief Financial Officer
Township of Little Egg Harbor

rmshc

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AGREEMENT

THIS AGREEMENT made this 14th day of **JANUARY, 2021**, between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087, hereinafter referred to as "Township," and **PROPERTY REGISTRATION CHAMPIONS, LLC D/B/A PROCHAMPS**, having its principal offices located at 2725 Center Place, Melbourne, FL 32940, hereinafter referred to as "Contractor";

WITNESSETH:

That for and in consideration of a flat rate of one hundred dollars (\$100.00) of each registered foreclosed property, the Contractor agrees to Registration of Property Pending Foreclosure, in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this Agreement by the Township, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will perform the aforesaid services in accordance with the contract documents and in compliance with this Agreement.

The Contractor agrees to receive as full compensation the amount stated herein, namely, \$100.00 flat rate for each registered foreclosed property, for the aforesaid services. The Contractor shall be responsible for all loss or damage arising out of the furnishing of the services or from any action of the elements; or from any unforeseen obstruction or difficulties which may be encountered of every description connected with the performance of the aforesaid services until the same have been accepted by the Township.

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To prevent all disputes and litigation, it is agreed by and between the parties to this Agreement that the Township shall in all cases determine the services rendered and paid for under this Agreement, and as to the interpretation of the plans and specifications.

The contract documents shall consist of the following:

1. Contractor's Proposal (as accepted);
2. Contract Agreement;
3. Any Addenda.

The parties acknowledge that the term of this contract is for one year.

The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or its subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

The parties to this contract agree to incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or its subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

The Contractor shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

The Contractor shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to execution of this Agreement.

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

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Before final payment on the contract is made by the Township, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates, and a subcontractor and each of its affiliates, [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or Subsection e. or f. of Section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

This Agreement, together with the contract documents, form the contract and they are as fully a part of this Agreement as if hereto attached or herein repeated.

The Township and the Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

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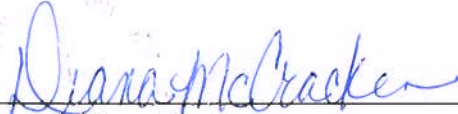
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WITNESS & ATTEST:



DIANA K. MCCRACKEN, RMC
Township Clerk
(Seal)

TOWNSHIP OF LITTLE EGG HARBOR

By 

JOHN KEHM, Mayor

PROPERTY REGISTRATION
CHAMPIONS, LLC d/b/a PROCHAMPS.

Secretary
(Seal)

By _____
President

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