

**AGREEMENT BETWEEN THE CITY OF NORTH MIAMI, FLORIDA
AND COMMUNITY CHAMPIONS**

This Agreement is made as of this ___ day of _____ by and between Community Champions Corporation, a Florida Corporation, with offices at 2725 Center Place Melbourne, FL 32940 ("CHAMPIONS"), and the City of North Miami, Florida, a State of Florida municipal corporation, with an address at 776 NE 125th Street North Miami, FL 33161 ("CITY").

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the City of North Miami Code of Ordinances, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the City of North Miami and,

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the CITY Commission adopted Ordinance "1408," as amended, the CITY's Abandoned Real Property Registration Ordinance ("Ordinance"); and

WHEREAS, pursuant to the Ordinance, the CITY desires to enter into this Agreement with CHAMPIONS in order to provide services authorized pursuant to the Ordinance "1408," to register abandoned, and foreclosed properties so that the City can properly address violations of the CITY's property maintenance codes (hereinafter "foreclosed property").

WHEREAS, CHAMPIONS will also provide an electronic registration process that is cost-free and revenue-generating for the CITY.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. CHAMPIONS RESPONSIBILITIES.

A. CHAMPIONS will cite the CITY's Ordinance to mortgagees and proactively contact those that file a public notice of default, lis pendens, foreclosure action, and or take title to real property via foreclosure or other any legal means. CHAMPIONS will electronically provide for registration of foreclosed properties in violation of applicable CITY ordinances.

B. CHAMPIONS will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. CHAMPIONS will investigate, report, or take corrective measures monthly to update property status

of all foreclosed property electronically registered and in compliance with the relevant CITY ordinances.

C. CHAMPIONS will charge a fee as directed by the CITY to each Registrant to register all mortgagees who comply with the Ordinance ("Registration Fee"). CHAMPIONS shall retain \$150.00 of each collected registration fee and remit the balance to the CITY in consideration of the services provided. CHAMPIONS shall forward payment of the CITY's portion of the registration fee to the CITY's Finance Department no later than the 15th day of the following month during the term of this Agreement.

D. CHAMPIONS agrees to provide a website for the registration of each foreclosed property in order to enable compliance with the CITY's ordinances. The website will direct registrants to the CITY's website, and further direct traffic, via a hyperlink, to www.VacantRegistry.com. The website found at www.proCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the CITY's Property Registration Codes.

E. CHAMPIONS, will execute the CITY's website Link agreement and meet all CITY IT security, and anti-viral requirements.

F. CHAMPIONS responsibilities will commence on the effective date of this agreement.

2. Indemnification:

A. CHAMPIONS shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of CHAMPIONS, its agents, servants or employees in the performance of its obligations pursuant to this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, reasonable attorney's fees, paralegal expenses, and court costs at both the trial and appellate levels arising out of or in connection with the operations permitted under this Agreement.

B. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by CHAMPIONS and requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CHAMPIONS. Furthermore, the

parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. CHAMPIONS will indemnify and hold CITY harmless for any negligent acts of CHAMPIONS or for any violation of any intellectual property laws, contracts or statutes.

3. **EFFECTIVE DATE and TERM.** The effective date of this Agreement is the date signed. This Agreement will terminate two (2) years from the effective date. In addition, the parties may agree to renew this Agreement for an additional (3) three- one (1) year term(s) through the execution of a written amendment to this Agreement signed by both parties.

4. **TERMINATION.** This Agreement may be terminated by either Party with or without cause, immediately upon thirty (30) calendar day's written notice. Upon termination by CITY, CHAMPIONS shall cease all work performed and forward to CITY any Registration Fees owed to the CITY.

5. **CONTRACT DOCUMENTS:** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

A. CITY Ordinance "1408," dated: December 13, 2016;

6. **INSURANCE.** CHAMPIONS shall provide and maintain in force at all times during the Agreement with the CITY , such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance and Errors and Omissions Insurance as will assure to the CITY the protection contained in the foregoing indemnification undertaken by CHAMPIONS.

A. Workers' Compensation Statutory limits with \$100,000 Employers Liability.

B. Commercial General Liability Insurance with limits of no less than \$1,000,000.00. Bodily injury shall include operations and premises liability, products and completed operations, owners, and contractor's protective liability and personal injury liability.

C. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$1,000,000.00 per occurrence.

D. Errors and Omissions Insurance limits of liability provided by such policy shall be no less than \$1,000,000.00 to assure CITY the indemnification specified herein.

E. A Certificate of Insurance acceptable to the CITY shall be provided listing the above coverages and providing 30 days prior written notice to the CITY in the case

of cancellation. The CITY shall be named as an additional insured and a certificate holder on the Commercial, General, Automobile, and Professional. Liability Policies with a waiver of subrogation on the Workers' Compensation Employer's Liability Policy. A copy of the certificate shall be mailed to the CITY's Risk Management Department at the time CHAMPIONS executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. All information collected by CHAMPIONS from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the CITY, and shall be provided to CITY upon request. CHAMPIONS shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CHAMPIONS's endeavors.

8. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.

A. CITY shall have the right to audit the books, records and accounts of CHAMPIONS that are related to this Agreement. CHAMPIONS shall keep, in digital or hard copy format, whichever format CHAMPIONS so chooses, such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CHAMPIONS shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CHAMPIONS is notified in writing by the CITY of the need to extend the retention period. Such retention of such records and documents shall be at CHAMPIONS's expense. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to CHAMPIONS's records, CHAMPIONS shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CHAMPIONS.

B. In addition, for a period of 6 (six) months following the termination of this agreement, CHAMPIONS shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive information in digital or hard copy format, whichever format CHAMPIONS so chooses, relating to matters of continuing significance.

9. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CHAMPIONS is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance

Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. CHAMPIONS shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CHAMPIONS's activities and responsibilities hereunder. CHAMPIONS agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work.

This Agreement shall not be construed as creating any joint employment relationship between CHAMPIONS and the CITY and the CITY will not be liable for any obligation incurred by CHAMPIONS, including but not limited to unpaid minimum wages and/or overtime premiums.

10. NOTICES. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, CHAMPIONS and the CITY designate the following as the respective places for giving of notice:

CITY:

Larry M. Spring, City Manager
City of North Miami
776 NE 125th Street
North Miami, FL 33161
Attention: City Manager

Copy To:

Jeff P. H. Cazeau, City Attorney
City of North Miami
776 NE 125th Street
North Miami, FL 33161
Attention: City Attorney

CHAMPIONS:

David Mulberry, President/CEO
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

20. ATTORNEY'S FEES AND COSTS. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.

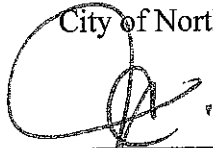
21. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the CHAMPIONS and supersedes all prior negotiations, representations or agreements, either written or oral.

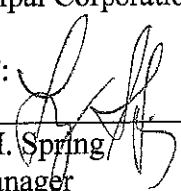
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

"CHAMPIONS"

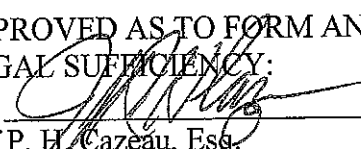
By: _____
Representative
Community CHAMPIONS, Inc.
2725 Center Place
Melbourne, Florida 32940

ATTEST: City of North Miami, a Florida municipal Corporation,

By:  _____
Michael A. Etienne, Esq.
City Clerk

"CITY":
By:  _____
Larry M. Spring
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:  _____
Jeff P. H. Cazeau, Esq.
City Attorney