

AGREEMENT BETWEEN THE CITY OF NEW PORT RICHEY  
AND COMMUNITY CHAMPIONS

This Agreement is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between Community Champions, a Florida Corporation, with offices at 6767 N. Wickham Rd., Suite 400, Melbourne, FL 32940 ("CC"), and the City of New Port Richey, a Florida municipal corporation, with an address at 5919 Main Street, New Port Richey, FL 34652 ("City").

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the City of New Port Richey Code of Ordinances, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the City of New Port Richey; 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 2011-1942, the City's Property Registration Ordinance ("Ordinance"); and

WHEREAS, pursuant to the Ordinance the City desires to enter into this Agreement with CC in order to provide services authorized pursuant to Ordinance 2011-1942, to register vacant, abandoned, and foreclosed properties so that the City can properly address violations of the City's property maintenance codes (hereinafter "foreclosed property").

WHEREAS, CC 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:

1. CC RESPONSIBILITIES.

A. CC 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. CC will electronically provide for registration of foreclosed properties in violation of applicable City ordinances.

B. CC will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. CC 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. CC will charge a fee as directed by the City to each Registrant to register all mortgagees who comply with Ordinance ("Registration Fee"). CC shall retain no less than the greater of \$75 or 50% to be paid solely from each collected registration fee or remit the balance to the City in consideration of the services provided. City will have no financial obligation to CC other than payment

from each collected registration fee as described herein. CC 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. CC 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](http://www.VacantRegistry.com). The website found at [www.VacantRegistry.com](http://www.VacantRegistry.com) will automatically allow lenders and/or responsible parties to comply with the City's Codes.

E. CC will execute the City's website Link agreement and meet all City IT security and anti-viral requirements.

## 2. INDEMNIFICATION.

A. CC shall indemnify and save harmless and defend the City, its 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 CC, 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 CC and require 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 CC. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. CC will indemnify and hold City harmless for any negligent acts of CC or for any violation of any intellectual property laws, contracts, or statutes.

3. TERM. This Agreement will terminate one (1) year from the date it is executed by the City. 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 written notice. Upon termination by City, CC shall cease all work performed and forward to City any Registration Fees owed to the City.

5. CONTRACT DOCUMENT. The following document attached hereto as an exhibit to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

A. City Ordinance 2011-1942, dated: May 3, 2011.

6. INSURANCE. CC 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 CITY OF NEW PORT RICHEY the protection contained in the foregoing indemnification undertaken by CC.

A. Workers' Compensation Statutory limits with \$100,000 Employer's 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 contractors 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 CC executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. All documents, records, applications, files, and other materials produced by CC in connection with the services rendered pursuant to this Agreement shall be the property of the City, and shall be provided to City upon request. CC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with CC's endeavors.

In the event of termination of this Agreement, any reports, records, documents, forms, and other data and documents prepared by CC, whether finished or unfinished, shall become the property of the City, and shall be delivered by CC to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CC shall be withheld until all documents are received as provided herein.

8. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS. City shall have the right to audit the books, records and accounts of CC that are related to this Agreement. CC shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CC shall preserve and make available, at reasonable times for examination, copying, and audit by the City, all financial records, supporting documents, statistical records, and any other documents pertinent to this 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 CC 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 CC'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 CC's records, CC shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CC. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

9. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CC 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. CC shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CC's activities and responsibilities hereunder. CC 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 CC and the City and the City will not be liable for any obligation incurred by CC, 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, CC and the City designate the following as the respective places for giving of notice:

CITY: City of New Port Richey  
5919 Main Street  
New Port Richey, FL 34652  
Attention: Debbie Manns, City Manager

Copy To: Joseph A. Pobllick, City Attorney

CC: Thomas R. Darnell, Vice President  
6767 N. Wickham Road, Suite 400  
Melbourne, FL 32940  
Office: (321) 421-6639  
Fax: (321) 396-7776

11. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CC without the prior written consent of City. For purposes of this Agreement, any change of ownership of CC shall constitute an assignment which requires City approval. However, this Agreement shall run to the City and its successors and assigns.

12. AMENDMENTS. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. CONTINGENT FEES. The parties acknowledge that Liberty Team LLC., Relationship Manager, Independent Contractor and Consultant of CC, will receive a fee or a commission, to be paid by CC, as a result of the parties executing this Agreement. Liberty Team, LLC. is not a full-time employee of CC and performs services for others.

14. BINDING AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15. LAWS AND ORDINANCES. CC shall observe all laws and ordinances of the City, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

16. EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, CC shall not discriminate against any firm, employee, or applicant for employment, or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry, or national origin.

17. WAIVER. Any failure by City to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and City may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

18. SEVERABILITY. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected 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 Pasco 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 CC 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.

(SEAL)  
ATTEST:

CITY OF NEW PORT RICHEY, Florida

\_\_\_\_\_  
City Clerk  
Doreen M. Summers

\_\_\_\_\_  
Mayor - Councilman  
Rob Marlowe

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Officer

\_\_\_\_\_  
Printed name of Officer

Community Champions, Brevard County, Florida  
6767 N. Wickham Rd.  
Suite 400  
Melbourne, FL 32940

AMENDMENT NO. 2 TO THE AGREEMENT

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of New Port Richey, Florida, a municipal corporation, (hereinafter "the City") and Community Champions, formerly known as Federal Property Registry Corporation, a Florida profit corporation (hereinafter "Community Champions").

WITNESSETH

WHEREAS, the City and Community Champions entered into a one year Agreement effective on November 15, 2012.

WHEREAS, section 3 of the Agreement permits the renewal of the agreement for two, one (1) year terms at the consent of both parties.

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. The Agreement is hereby extended for an additional term to end on November 14, 2017.
2. The parties shall have the option to renew the Agreement to an additional term after the above referenced date.

CITY OF NEW PORT RICHEY

COMMUNITY CHAMPIONS  
CORPORATION

By: \_\_\_\_\_  
City Representative

By: \_\_\_\_\_  
David Mulberry, President/CEO