

**AGREEMENT BETWEEN THE CITY OF CLEARWATER
AND PROPERTY REGISTRATION CHAMPIONS CORP (PRC) A FLORIDA
CORPORATION AND A COMMUNITY CHAMPIONS COMPANY**

This Agreement is made as of this 21st day of July, 2017 by and between Property Registration Champions Corp ("PRC"), a Florida Corporation and a Community Champions Company, with offices at 2725 Center Place, Melbourne, Florida 32940 and the City of Clearwater, Florida, a Florida municipal corporation, P.O. Box 4748, Clearwater, Florida 33758 ("CITY").

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the City of Clearwater Code of Ordinances and Community Development Code (collectively, "Code"), the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the City of Clearwater; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the CITY Council adopted Ordinance 8996-17, the CITY's Foreclosure Property Registry ("Ordinance"); and

WHEREAS, pursuant to the Ordinance CITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance to register vacant, abandoned, and foreclosed properties so that CITY can properly address violations of the CITY's Code; and

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

NOW THEREFORE, in consideration of the promises stated herein, City and PRC mutually agree as follows:

1. PRC's RESPONSIBILITIES.

A. PRC 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. PRC will electronically provide for registration of foreclosed properties in violation of applicable CITY ordinances.

B. PRC will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. PRC will investigate, report, or take corrective measures monthly to update property status of all foreclosure property electronically registered and in compliance with the relevant CITY ordinances.

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C. PRC will charge a fee as directed by the Ordinance to each Registrant to register all mortgagees who comply with the Ordinance ("Registration Fee"). PRC shall retain \$100.00 of each collected registration fee and remit the balance to the CITY in consideration of the services provided. PRC 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. PRC 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.VacantRegistry.com will automatically allow lenders and/or responsible parties to comply with the CITY's Property Registration Codes.

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

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

2. INDEMNIFICATION:

A. PRC 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 PRC, 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. Notwithstanding anything contained herein to the contrary, this Indemnification provision shall not be construed as a waiver of any immunity to which CITY is entitled or the extent of any limitation of liability pursuant to § 768.28, Florida Statutes. Furthermore, this provision is not intended to nor shall be interpreted as limiting or in any way affecting any defense CITY may have under §768.28, Florida Statutes or as consent to be sued by third parties.

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

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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, upon thirty (30) calendar day's written notice. Upon termination by CITY, PRC 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 8996-17, dated: March 2, 2017.

6. INSURANCE. PRC 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 Placentia the protection contained in the foregoing indemnification undertaken by PRC.

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

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Employer's Liability Policy. A copy of the certificate shall be mailed to the CITY's Risk Management Department at the time PRC executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. All information collected by PRC 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. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC'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 PRC that are related to this Agreement. PRC shall keep, in digital or hard copy format, whichever format PRC so chooses, such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. PRC 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). Such retention of such records and documents shall be at PRC's expense. If an audit has been initiated and audit findings have not been resolved at the end of the retention period the books, records, and accounts shall be retained until resolution of the audit findings.

B. In addition to other contract requirements, PRC will be required to comply with §119.0701, Florida Statutes, specifically to:

1. Keep and maintain public records required by CITY to perform the service.
2. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to CITY.
4. Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of PRC or keep and maintain public records

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required by CITY to perform the service. If PRC transfers all public records to CITY upon completion of the contract, PRC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PRC keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

IF PRC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PRC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROSEMARIE CALL AT 727-562-4090, rosemarie.call@myclearwater.com, and/or 112 S. Osceola Ave., Clearwater, FL, 33617

9. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that PRC 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. PRC shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PRC's activities and responsibilities hereunder. PRC 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 PRC and the CITY and the CITY will not be liable for any obligation incurred by PRC, including but not limited to unpaid minimum wages and/or overtime premiums.

10. NOTICES. Any notice required or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed. For the present, PRC and the CITY designate the following as the respective places for giving of notice:

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PRC

David Mulberry
President/CEO
6767 N. Wickham Road, Suite 500
Melbourne, FL 32940
Tel.: (321) 421-6639
Fax.: (321) 396-7776

CITY

William B. Horne II
City Manager
P.O. Box 4748
Clearwater, FL 33758
Tel.: 727-562-4040
Fax.: 727-562-4052

11. **ASSIGNMENT.** All assignments shall require mutual written consent of the parties, which consent shall not be unreasonably withheld.
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. **LAWS AND ORDINANCES.** PRC 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.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC 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.
15. **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.
16. **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.
17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Pinellas County, Florida.
18. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the CITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
George N. Cretekos
Mayor

By: *William B. Horne II*
William B. Horne II
City Manager

Approved as to form:

Matthew M. Smith
Matthew M. Smith
Assistant City Attorney

Attest:

Rosemarie Call
Rosemarie Call
City Clerk



PROPERTY REGISTRY CHAMPIONS CORP

Attest:

Thomas Darnell
[print name] Thomas Darnell
Secretary CFO

By:

David Mulberry
David Mulberry
President/CEO

