ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Neighborhoods Department
Ed Ball Building
214 N. Hogan Street, 7th Floor
Jacksonville, FL 32202
(904) 255-7200

MEMORANDUM

TO: Chief Greg Pease, Chairman
Professional Services Evaluation Committee

THRU: Director Stephanie Burch, Neighborhoods Department

THRU: Operations Director Julie Adamson, Neighborhoods Department

FROM: Property Administrator Robert Ownby, Neighborhoods Department

DATE: January 2, 2018

RE: P-38-15 Foreclosure Property Registry
Amendment No. 2 to Contract #9544-01

The Neighborhoods Department respectfully requests a second amendment to City Contract No. 9544-01. The City procured this contract through an RFP that was dated September 3, 2015. This provider was the only respondent to the RFP and was awarded and approved on September 28, 2015. This second amendment allows the consultant, Community Champions Corporation, to assign its interest in the referenced Agreement with the City which became effective October 1, 2015, in whole including all amendments, to Property Registration Champions, LLC. Property Registration Champions, LLC is a wholly owned subsidiary of Community Champions Corporation. Property Registration Champions, LLC is amendable and willing to continue to work under the terms of the existing agreement through its term ending September 30, 2018. Under the language of the second amendment (2nd page, section 4), the parent company Community Champions Corporation will still be held liable for any default or breach that may occur within contract by Property Registration Champions.

Attachments: Second Amendments
Property Registration Champions LLC DOC Filing
Community Champions Corporation DOC Filing
Memo from Property Registration Champions concerning assignment

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT ("Assignment") is effective as of the 20 day of December 2017 (the "Effective Date"), by and among **COMMUNITY CHAMPIONS CORPORATION**, a Florida corporation, ("Assignor"), **PROPERTY REGISTRATION CHAMPIONS, LLC**, a Florida limited liability company ("Assignee") and the **CITY OF JACKSONVILLE**, a Florida municipal corporation ("City").

BACKGROUND FACTS

A. Assignor and City are parties to that certain Services Contract for Registry of Foreclosed/Abandoned Properties dated October 1, 2015 pursuant to the City's RFP #P-38-15, as amended by that certain First Amendment dated December 1, 2017 (City Contract # 9544-01) (the "Agreement").

B. Assignee is a wholly owned subsidiary of Assignor.

C. Assignor has represented to City that immediately after the Effective Date, Assignee will perform all of Assignor's obligations under the Agreement in the same manner as performed by Assignor.

D. Assignor possesses all right, title and interest in and to the Agreement and desires to assign, transfer and convey the Agreement to Assignee, and Assignee desires to accept such assignment and transfer upon the terms and conditions set forth herein.

E. The City's Professional Services Evaluation Committee and Mayor approved the City's consent to the assignment of the Agreement from Assignor to Assignee.

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

1. Background Facts. The background facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Assignment. As of the Effective Date, Assignor hereby assigns, transfer and conveys to Assignee all of its right, title and interest in, to and under the Agreement, and delegates to Assignee all of its now existing and hereafter arising duties and obligations under the Agreement.

3. Assumption. As of the Effective Date, Assignee acknowledges and accepts the foregoing assignment and delegation and expressly assumes, confirms and agrees to perform, comply with and observe all of the covenants, agreements, terms, conditions, obligations, duties and liabilities of Assignor under the Agreement, regardless of when such covenants, agreements, terms, conditions, obligations, duties and liabilities accrued, arose, or were incurred, together with all

outstanding and future obligations of any kind whatsoever related thereto as and when due to be paid and performed.

4. City Consent. By executing this Assignment, the City expressly agrees and consents to and acknowledges Assignor's assignment of the Agreement, pursuant and subject to the terms of this Assignment. This consent is expressly limited to the assignment to and assumption by Assignee pursuant hereto and shall not be deemed to be the consent to or authorization for any further or other assignment of the Agreement. Nothing contained in this Assignment shall be construed as modifying, waiving or affecting any of the provisions, covenants, terms and conditions or any of City's rights or remedies under the Agreement other than as specifically set forth herein. The parties hereby agree that Assignee shall be substituted for Assignor for the purposes of the Agreement. The parties hereby acknowledge that City's consent to this Assignment does not waive any rights the City may have to take action against Assignor with respect to any breaches of the Agreement by Assignor occurring prior to the Effective Date, and Assignor shall remain fully bound by and subject to the terms, conditions and covenants set forth in the Agreement, and the City may continue to look to Assignor to enforce all of the terms and conditions of the Agreement as if the assignment contemplated hereby had not occurred.

5. Further Assurances. Assignor and Assignee each agree, upon request by City, to execute, acknowledge and deliver or cause to be delivered such further instruments and do such further acts as may be necessary to carry out the purpose and intent of this Assignment.

6. Effect. All terms and conditions of the Agreement shall remain in full force and effect.

7. Successors. All future transfers and assignments of the Agreement transferred and assigned hereby are subject to the transfer and assignment provisions of the Agreement. This Assignment shall inure to the benefit of, and be binding upon, the permitted successors and assigns of the parties hereto.

8. Counterpart Execution. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts to this Assignment may be sent by pdf or facsimile and shall be acceptable and binding for all purposes.

9. Authority. Each of Assignor and Assignee represents and warrants to City that it has full right and authority to execute and perform its obligations under this Assignment and the Agreement, and the person(s) executing this Assignment on Assignor and Assignee's behalf represent and warrant to City that such person(s) are duly authorized to execute this Assignment and that all necessary approvals have been obtained to execute this Assignment. Assignor and Assignee shall deliver to City promptly upon request all documents reasonably requested by City to evidence such authority.

[Remainder of page intentionally left blank by the parties; signatures pages follow immediately.]

IN WITNESS WHEREOF, Assignor, Assignee and City have executed this Assignment effective as of the Effective Date.

WITNESS:

Print Name: Anne Norris

ASSIGNOR:

COMMUNITY CHAMPIONS CORPORATION

By:
Print Name: David Mulberry
Its: President/CEO

WITNESS:

Print Name: Anne Norris

ASSIGNEE:

PROPERTY REGISTRATION CHAMPIONS, LLC

By:
Name: David Mulberry
Title: President/CEO

[City signature page to immediately follow]

ATTEST:

CITY OF JACKSONVILLE, a Florida municipal corporation

By:_____
James R. McCain, Jr.
Corporation Secretary

By:_____
Lenny Curry
Mayor

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

By:_____
Director of Finance

Form Approved:

Office of General Counsel

By:_____

GC-#1177764-v1-Community_Champions_Assignment.doc

PROCHAMPS

November 21, 2017

City of Jacksonville / Neighborhoods Department
Attn: Julie Adamson, CPA
Operations Director
214 N. Hogan Street, 7th Floor
Jacksonville, FL 32202

VIA FEDERAL EXPRESS
Tracking No.: 7708 0182 2310
Return Tracking No.: 7907 4357 9990

RE: Amendment to Agreement - Assignment of Interest

Dear Ms. Adamson,

Enclosed please find a proposed Amendment to the Agreement dated October 1, 2015, **in duplicate**, assigning Consultants interest to Property Registration Champions, LLC ("PRC"). PRC is a wholly owned subsidiary of Community Champions Corporation. Please note, all services as outlined in the Agreement will remain unchanged.

If the document meets with your approval, please have the appropriate parties sign where indicated and return one (1) original to me in the enclosed return Federal Express envelope.

If you have any questions, please do not hesitate to reach out to Anne Norris at 321.250.1977 Ext. 1130 or anorris@cchampions.com.

Thank you for your continued partnership.

Sincerely,

David Mulberry, President/CEO

DM/aen
Enclosure as stated

2725 Center Place
Melbourne, FL 32940

SECOND AMENDMENT TO SERVICES CONTRACT BETWEEN THE CITY OF JACKSONVILLE AND COMMUNITY CHAMPIONS CORPORATION FOR REGISTRY OF FORECLOSED/ABANDONED PROPERTIES

THIS SECOND AMENDMENT to Services Contract is made and entered into this _____ day of _____, 20_____ by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the constitution and the laws of the State of Florida (the "City") and **COMMUNITY CHAMPIONS CORPORATION**, a Florida corporation (the "Consultant").

RECITALS

WHEREAS, effective as of October 1, 2015, City and Consultant made and entered into City Contract No. 9544-01 (the "Contract"); and

WHEREAS, the Agreement allows Consultant to assign its interest with the consent of City.

IN CONSIDERATION of the mutual premises and covenants and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. The above-stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein by this reference.

2. Consultant has assigned its interest in the Agreement, in whole, to Property Registration Champions, LLC.

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms, and conditions of said Contract shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto duly execute this First Amendment as of the day and year first written above.

WITNESS:

By: _____

Print Name: Anne Norris

COMMUNITY CHAMPIONS CORPORATION

By: _____
David Mulberry, President/CEO

ATTEST:

By: _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By: _____
Lenny Curry, Mayor

FORM APPROVED:

By: _____
Office of General Counsel

Detail by Entity Name

Florida Limited Liability Company
PROPERTY REGISTRATION CHAMPIONS, LLC

Filing Information

Document Number	L17000161860
FEI/EIN Number	NONE
Date Filed	07/27/2017
Effective Date	09/12/2016
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	07/27/2017
Event Effective Date	NONE

Principal Address

2725 CENTER PL
MELBOURNE, FL 32940

Mailing Address

2725 CENTER PL
MELBOURNE, FL 32940

Registered Agent Name & Address

JOHNSON, CLIFFORD J, ESQ
2725 CENTER PL
MELBOURNE, FL 32940

Authorized Person(s) Detail

Name & Address

Title MGR

COMMUNITY CHAMPIONS CORPORATION
2725 CENTER PL
MELBOURNE, FL 32940

Annual Reports

No Annual Reports Filed

Document Images

07/27/2017 -- Florida Limited Liability | View image in PDF format

Florida Department of State, Division of Corporations

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
COMMUNITY CHAMPIONS CORPORATION

Filing Information

Document Number	P09000038286
FEI/EIN Number	26-4760904
Date Filed	04/29/2009
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/04/2017
Event Effective Date	NONE

Principal Address

2725 CENTER PLACE
SUITE 201
Melbourne, FL 32940

Changed: 08/26/2016

Mailing Address

2725 CENTER PLACE
SUITE 201
Melbourne, FL 32940

Changed: 08/26/2016

Registered Agent Name & Address

MULBERRY, DAVID
2725 Center Place
MELBOURNE, FL 32940

Name Changed: 03/09/2015

Address Changed: 01/09/2017

Officer/Director Detail

Name & Address

Title CFO

DARNELL, THOMAS

2725 CENTER PLACE
SUITE 201
Melbourne, FL 32940

Title CEO

MULBERRY, DAVID
2725 CENTER PLACE
SUITE 201
Melbourne, FL 32940

Annual Reports

Report Year	Filed Date
2015	02/23/2015
2016	04/15/2016
2017	01/09/2017

Document Images

08/04/2017 -- Amendment	View image in PDF format
08/02/2017 -- Amendment	View image in PDF format
07/27/2017 -- Amendment	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
04/15/2016 -- ANNUAL REPORT	View image in PDF format
02/22/2016 -- Amendment	View image in PDF format
03/09/2015 -- Amendment	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
03/31/2014 -- Name Change	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/06/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
12/16/2011 -- ANNUAL REPORT	View image in PDF format
01/24/2011 -- ANNUAL REPORT	View image in PDF format
10/11/2010 -- REINSTATEMENT	View image in PDF format
04/29/2009 -- Domestic Profit	View image in PDF format

© 2016 Department of State, Division of Corporations