City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

08/07/18 10:52:45
Procurement Division

TO: Chief Greg Pease, Chairman
Professional Services Evaluation Committee

THRU: Operations Director Julie Adamson, Neighborhoods Department

FROM: Property Administrator Robert Ownby, Neighborhoods Department

DATE: August 07, 2018

RE: Contract Renewal to City Contract No. 9544-01

P-38-15

The Neighborhoods Department respectfully requests a third amendment to City Contract No. 9544-01 exercising the second of three contract renewals. The requested contract amendment would renew the referenced contract through to September 30, 2019. 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. The first Amendment to this contract dated December 2017, utilized the first of three contract renewal options. The second amendment effective January 30, 2018 allowed the consultant, Community Champions Corporation, to assign its interest in the referenced agreement with the City, in whole including all amendments, to Property Registration Champions, LLC. Property Registration Champions, LLC is a wholly owned subsidiary of Community Champions Corporation.

Attachments:
City Contract No. 9544-01
Amendment #1 to Contract No. 9544-01
Amendment #2 to Contract No. 9544-01

SERVICES CONTRACT BETWEEN
THE CITY OF JACKSONVILLE AND COMMUNITY CHAMPIONS CORPORATION
(Registry of Vacant/Abandoned Properties in Duval County, Florida)

THIS CONTRACT, made and entered effective as of October 1, 2015 (the "Effective Date"), 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, the City issued a Request for Proposal No. P-38-15 (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on Consultant's response to the RFP dated September 3, 2015, consisting of 39 pages (the "Response"), the City has negotiated and awarded this Contract to Consultant; and

WHEREAS, pursuant to the Professional Services Evaluation Committee ("PSEC") Award letter dated September 24, 2015, and approved on September 28, 2015, for the RFP, the City hereby engages the services of the Consultant as more particularly set forth in **Attachment A** (the "Services").

NOW THEREFORE, 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. **Incorporation by Reference**. The above stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein. Any exhibit or attachment to this Contract that is referenced in this Contract, is, by this reference, made a part of this contract and is incorporated herein.

2. **Performance of Services**. The Consultant agrees to perform the services as specified in the RFP and the Response Sheet, more specifically set forth in **Attachment A**. If a conflict exists between the terms of service specified in the RFP and those set forth in Attachment A, the terms of service in Attachment A will prevail.

3. **Compensation**. The Consultant will be paid by the City for the Services as specified on the price sheets attached as **Attachment B**.

4. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance code*, the City's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed Zero and No/100 ($0.00).

5 **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on September 30 2017, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to three (3) additional one (1) year periods by (i) the City, it its sole discretion, upon sixty (60) days'

notice prior to end of the then-current term upon terms mutually agreed by the parties.

6. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instructions to Respondents (Section 2 of the RFP)
- General Contract Conditions (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

7. **Audit.** The Planning and Development Department, where Housing and Community Development operates, and the City Council Auditors, shall have the right, during normal business hours, to enter the vendor's business property, upon reasonable prior notice, to inspect the operations and facilities of the vendor and to audit, inspect and examine the vendor's books and records and state and federal tax returns, insofar as they relate to compliance with the contractual provisions, this Chapter and any rules adopted by the Planning and Development Department pursuant hereto. This information shall include, but not be limited to, the following: billing rates, billing amounts, accounts receivable and list of accounts. Additionally, the City Council Auditors may communicate directly with customers (mortgagees in this case) for the purpose of confirming compliance with this Section. To the extent authorized by Section 119.165, Florida Statutes, or other applicable law, this information shall remain confidential. Refusal to permit inspection shall be cause for suspension or revocation of the vendor contract. The vendor shall deliver to the Planning and Development Department a true and correct monthly report of gross receipts generated during the previous month for all registrations, fees, and penalties within the City on or before the last day of each month. The vendor shall, on or before 90 days following the close of the City's fiscal year, deliver to the Planning and Development Department a statement of its annual gross receipts generated from accounts within the City reflecting gross receipts within the City for the preceding City fiscal year. The statement shall be audited by an independent certified public accountant licensed to do business in the state, and shall be accompanied by the certified public accountant's opinion of its accuracy without qualifications or reservations. If a conflict exists between the terms of the RFP as to the audit and the provisions of this contract, this contract shall prevail.

Remainder of page left blank intentionally

8. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

City of Jacksonville
Housing and Community Development Division
214 North Hogan Street, 3rd Floor
Jacksonville, Florida 32202
Attn: Chief

With a Copy to:

Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

As to the Consultant:

Community Champions Corporation
6767 North Wickham Road, Suite 500
Melbourne, Florida 32940
Attn: David Mulberry, CEO
(321) 421-6639, (321) 396-7776 (fax)

9. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, the City's Contract Manager is T. Scott McLarty 214 North Hogan Street, 3rd Floor Jacksonville, Florida 32202, and the Consultant's Contract Manager is David Mulberry, 6767 North Wickham Road, Suite 500 Melbourne, Florida 32940. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email

10. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Consultant. No statement representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein, shall be binding. The Consultant may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. The Consultant acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

11. **Amendments**. All changes to, additions to, modifications of or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

12. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

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

COMMUNITY CHAMPIONS CORPORATION,
a Florida corporation

By:_____
David Mulberry as CEO

CONSULTANT INFORMATION

Name: Community Champions Corporation
Contact: David Mulberry
Address: 6767 North Wickman Road, Suite 500
Melbourne, Florida 32940
Telephone: (321) 421-6639 Fax: (321) 396-7776
E-Mail: sblasie@cchampions.com
Federal Tax Identification Number: 26-4760904
Data Universal Numbering System (DUNS Number):
Central Contractor Registration (CCR Number):

[Signature page of the City of Jacksonville to immediately follow this page.]

ATTEST:

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

CITY OF JACKSONVILLE, a Florida municipal corporation

By: _____
Lenny Curry as Mayor

DATED: 10/29/15

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

In compliance with Section 24.103(e) of the *Ordinance Code* of City of Jacksonville, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

_____
As Director of Finance
Contract # 9544-01

FORM APPROVED:

By: _____
Office of General Counsel

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G:\Gov't Operations\SStockwell\Housing Department\foreclosure registry\Fcls Registry - Community Champions contract.doc

ATTACHMENT A
Scope of Work

SCOPE OF WORK

Community Champions Corporation ("Consultant") will provide qualified expertise and experience in developing, implementing and maintaining a web based system for the registration and tracking of properties falling under the requirements for registration according to the provisions of the City of Jacksonville Code of Ordinances, Chapter 179 Mortgage Foreclosure Registration. Services shall include, but not be limited to the following:

1. The Consultant will develop or acquire and maintain a web-based electronic database of searchable property records and provide all required services necessary to implement the real property registry which allows all mortgage holders the opportunity to go on-line and register vacant properties and fee collection requirements.

2. Identify real properties determined to be "abandoned" within the City of Jacksonville, Florida (the "City") as well as the mortgagee that holds a mortgage on real property and has declared its mortgage to be in default. Additionally, provide tracking of occupancy status for all properties required to be registered.

3. Notify mortgage holder of its requirement to register properties within ten (10) days of the date that the mortgagee declares its mortgage to be in default pursuant to City Ordinance 2015-340-E.

4. Provide the mortgage holder with detailed instructions on how to register the property, identify information required to complete the registry, access to the registry system, select and identify the local property manager, and any other information necessary by the mortgage holder to complete the registration of the property.

5. Train and provide support with the responsible person for the lender/mortgagee to electronically register the information.

6. Provide the City with free access to and training on the web-based electronic registry system and reporting tools.

7. Provide any necessary reporting of registry data to the Buyer as well as provide system access for the City to create and generate reports via the internet.

8. Provide the financial accounting of property registrations and identify those that are in compliance with the ordinance, as well as those that have not or are not meeting their financial obligations.

9. Provide company annual audited financials and other requested materials upon request by the City.

10. Track and report all changes of information in status and, at a minimum, update information on a monthly basis.

ATTACHMENT B

(See Attached)

Exhibit B

Form 1 – Price Sheet

NAME OF CONSULTANT Community Champions

Proposal Number P-38-15

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

   * See below please

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

   Principal (Partner or Senior Officer): $ Ø hr.

   Project Manager (Responsible Professional): $ Ø hr.

3. Other Direct Project Costs per Unit (please specify)

   N/A

4. Estimated percentage of total fee to be performed by sub-Consultants Ø %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

   N/A

New and Renewal Registration Fee - CChampions maintains a straight forward business model with respect to registration fees, charges and costs. Our registration revenue share agreements simply state that CChampions retains $100.00 of each registration processed/collected with the remainder going to the community. CChampions reserves the right to approach the city to renegotiate fees for each renewal year.

Late Registration Fee - Jacksonville's ordinance requires a $50 late fee. When collected this $50 late fee will be entirely remitted by CChampions to the community.

Registration Update Fee - Jacksonville's ordinance requires a $50 update fee. This $50 update fee will be retained by CChampions with no portion being remitted to the community

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

THIS FIRST AMENDMENT to Services Contract is made and entered into this 1st day of Dec, 2017, 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, from October 1, 2017, through the day and year first above written, the parties have worked together continuously and without interruption; and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by accepting, adopting, and ratifying all actions of the parties under said Contract from October 1, 2017, through the day and year first above written, and by exercising the first of three renewal options so as to extend the period of service through September 30, 2018, with two (2) one-year renewal options remaining, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

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. All actions of the parties under the provisions, terms, and conditions of said Contract from October 1, 2017, through the day and year first above written are accepted, adopted, and ratified.

3. Section 5 of said Contract is amended by exercising the first of three renewal options so as to extend the period of service through September 30, 2018, with two (2) one-year renewal options remaining, and as amended shall read as follows:

> "5. **Term.** The initial term of this Contract shall commence on the Effective Date and shall **expire on September 30 2018**, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to two (2) additional one (1) year periods by the City, in its sole discretion, upon sixty (60) days' notice prior to end of the then-current term upon terms mutually agreed by the parties."

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: Catherine O. Shiflett

COMMUNITY CHAMPIONS CORPORATION

By: _____

David Mulberry , CEO

ATTEST:

By: _____

James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By: _____

Lenny Curry, Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

In compliance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

_____

Director of Finance
Contract #9544-01, 1st Amendment

FORM APPROVED:

By: _____

Office of General Counsel

GC-#1159585-v1-CUMMINTY_CHAMPIONS_CORPORATION_#9544-01_AMD_#1_SERVICES_CONTRACT_REGISTRY_OF_VACANT_ABANDONED_PROPERTIES_IN_DUVAL_COUNTY__FLORIDA_.doc

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT ("Assignment") is effective as of the 31 day of May 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: Danielle Kieselhorst
Name: Danielle Kieselhorst
Title: Director of Operations

[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

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

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: _____

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