

**AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this 25<sup>th</sup> day of September, 2018 ("Effective Date") by and between Property Registration Champions, LLC, DBA PROCHAMPS, a Florida Limited Liability Company, with offices at 2725 Center Place, Melbourne, FL 32940 ("PRC"), and the City of Doral, a State of Florida municipal corporation, with an address at 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166 ("CITY").

**WITNESSETH:**

**WHEREAS**, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance 2018-14 (the "Ordinance") the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the CITY; and

**WHEREAS**, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the CITY adopted the Ordinance; and

**WHEREAS**, pursuant to the Ordinance the CITY desires to enter into this Agreement with PRC to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the "Properties"), so that the CITY can properly address violations of the CITY's property maintenance codes; and

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

**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. PRC RESPONSIBILITIES.**

- a. PRC will cite the CITY's Ordinance to mortgagees and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, or take title to real property via foreclosure or other legal means. PRC will electronically provide for registration of Properties in violation of Ordinance.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the CITY. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.
- c. PRC will charge a fee ("Fee") as directed by the CITY to each registering party ("Registrant") to register all mortgagees who comply with the Ordinance. PRC shall retain one hundred dollars (\$100) of each collected Fee and remit the balance to the CITY. PRC shall forward payment of the CITY's portion of the Fee to the CITY's

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CODE COMPLIANCE DEPARTMENT no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be itemized and deducted from the remittance for the actual costs of said charges or subscriptions.

- d. In the event the CITY's Ordinance requires payment of late fees as part of the registration requirements PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the CITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the CITY's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the CITY's ordinances. The website will direct Registrants to a hyperlink, [www.PROCHAMPS.com](http://www.PROCHAMPS.com). The website found at [www.PROCHAMPS.com](http://www.PROCHAMPS.com) will automatically allow lenders and/or responsible parties to comply with the CITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

**2. INDEMNIFICATION.**

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the CITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.

**3. TERM AND TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for up to three (3) successive one-year (1) terms unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

- a. **TERMINATION FOR DEFAULT.** In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
- b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the CITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the

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PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.

4. **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 No. 2018-14,  
entitled "Registration of Foreclosed and Mortgaged Real Property",  
dated: September 12, 2018.
5. **INSURANCE.** PRC shall maintain throughout the duration of this Agreement insurance coverage of such types and in such amounts consistent with best industry practices. Including but not limited to Errors and Omissions Insurance no less than one million dollars (\$1,000,000.00) per occurrence to ensure CITY the indemnification specified herein. All insurance shall provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the CITY of written notice thereof.
6. **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.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement in compliance with Final Disposition of Public Records - Section 257.36(6), Florida Statutes. Such records shall be subject to audit by the CITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the CITY on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.
8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **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

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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, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

CITY: City of Doral  
8401 NW 53 Terrace  
Doral, Florida 33166  
Attention: Edward A. Rojas, City Manager

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

10. **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.

a. In the event there are amendments to the Fees please indicate the manner by which you would like the fees to be applied:

i. Apply the fee that was in place for the registration period in question: \_\_\_\_\_

ii. Apply the present fee to all registrations regardless of the registration period (Includes additional indemnity from the COMMUNITY): X

11. **CITY DATA.** CITY acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the CITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the CITY. All registrations and fees received by the CITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the CITY is unable to provide the agreed upon digital file then the CITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the CITY agrees to compensate PRC five dollars (\$5.00) per property.

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12. **ORDINANCE VIOLATION DATA.** CITY shall provide PRC with all Ordinance violation data.
13. **PUBLICITY.** PRC may include CITY's name and general case study information within PRC's marketing materials and website.
14. **CITY LOGO.** CITY shall provide the CITY's logo to PRC for the limited purpose as set forth in 1(a). Any other use of the logo requires the express written permission of the CITY.
15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

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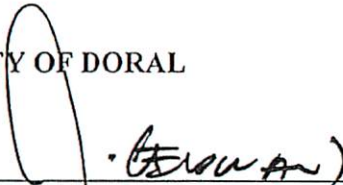
22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.
23. **SURVIVAL PROVISIONS.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
24. **ASSIGNMENT.** This Agreement shall not be assignable by PRC unless such assignment is first approved by the City Council. It is understood that a sale of the majority of the stock or partnership shares of PRC, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior City's approval.
25. **DISCRETION OF CITY MANAGER.** Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.
26. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.
27. **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.

[Remainder of this page intentionally left blank.]

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

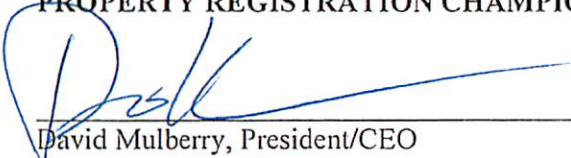
CITY OF DORAL

  
\_\_\_\_\_  
Edward A. Rojas, City Manager

Date: 9.25.18

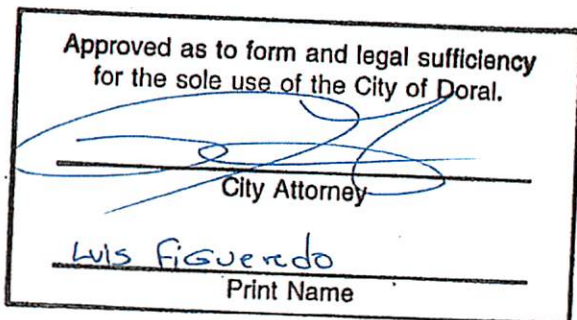
City of Doral  
8401 NW 53 Terrace  
Doral, FL 33166

PROPERTY REGISTRATION CHAMPIONS, LLC

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

Date: 9-26-18

Property Registration Champions, LLC  
2725 Center Place  
Melbourne, FL 32940



**RESOLUTION No. 18-168**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, ESTABLISHING A FEE FOR THE REGISTRATION OF DEFAULTED PROPERTIES; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH COMMUNITY CHAMPIONS FOR THE PROVISION OF PROVIDING REGISTRATION MONITORING AND MAINTENANCE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Mayor and City Council for the City of Doral (the “City”) adopted Ordinance 2018-14 (the “Property Registry Ordinance”, codifying the requirement that all defaulted mortgaged properties in the City be registered with the City for the purpose of assisting the Code Compliance Department in easily identifying points of contact within the banks foreclosing on corresponding properties to address code violations; and

**WHEREAS**, the Property Registry Ordinance required the foreclosing lender—not the property owner—to pay a fee to the City for the required registration and continued monitoring of the foreclose process for each property, which such fee set by the City Council by resolution from time to time; and

**WHEREAS**, in accordance with the Property Registry Ordinance, and in an effort to recover the costs associated with the property registry, staff is recommending and the Mayor and City Council desire to establish a fee provided herein; and

**WHEREAS**, to further accomplish the purpose of the Property Registry Ordinance, and pursuant to Section 2-321 of the City Code, the Manager has recommended the City’s competitive bidding procedure be waived in favor of Community Champions, a sole source company that is providing the registration monitoring and maintenance service for numerous governmental entities, to provide the same services for the City, because it is



in the City's best interest to have the property registry service conducted by a third party at no cost to the City; and

**WHEREAS**, staff has recommended establishing the fee and authorizing the City Manager to enter into an agreement with Community Champions to accomplish the purpose of the Property Registry Ordinance.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval of Fee.** The cost recovery fee associated with the Property Registry Ordinance payable by the foreclosing lender is hereby set at \$200.00 per property.

**Section 3. Waiver.** Pursuant to the Section 2-321 of the City Code of Ordinances, and upon the recommendation of the City Manager that it is in the City's best interest to do so, the City's competitive procurement procedures are hereby by waived in favor of Community Champions because it is a sole service provider and the service is provided at no costs to the City.

**Section 4. Authorization.** The City Manager is hereby authorized to negotiate and enter into an agreement with Community Champions for the provision of property registry maintenance and monitoring services, subject to approval by the City Attorney as to form and legal sufficiency, recognizing that such service will be revenue neutral or better payable from the revenue generated by fee established herein. The City Manager is further authorized to create such accounts, and receive and make such payments as may be necessary to accomplish the Property Registry Ordinance.

**Section 5. Implementation.** The City Manager, the City Clerk, and City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this resolution.

**Section 5. Effective Date.** This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption.

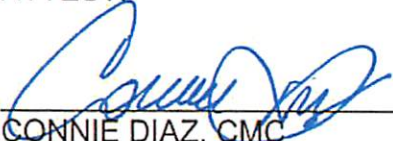
The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 12 day of September 2018.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMANN, P.L.  
CITY ATTORNEY