



**MANATEE COUNTY
Purchasing Division**

1112 Manatee Ave. W., Ste. 803
Bradenton, FL 34205
(941) 749-3014

Term Agreement #: T1400224
Date: 09/16/15
Requested by: C. Pearson

VENDOR

V020009 (321) 421-6639
COMMUNITY CHAMPIONS CORP
STE 500
6767 NORTH WICKHAM RD
MELBOURNE, FL 32940
chowlett@vacantregistry.com

ITEM#	DESCRIPTION	DOLLAR AMOUNT
0001	Agreement #13-2753DC for the Registration of vacant properties in foreclosure. 501-0003698-596000	
0002	Renewal of Agreement #13/2753DC for one year commencing on 8/29/2015 and expiring on 8/28/2016. There are three one year renewals remaining. 501-0003698-596000	

Agreement Total 0.00

Request #: TA001902
Reference #: 13-2753DC
Buyer: CHRISTINE PEARSON CONTR NEGOTIATOR (941) 749-3037

Approved By:

See Agreement for Remittance Instructions

AMENDMENT No. 1 to AGREEMENT No. 13-2753DC
WITH
COMMUNITY CHAMPIONS CORPORATION
FOR
ADMINISTRATION OF VACANT REAL PROPERTY IN FORECLOSURE

THIS AMENDMENT No. 1 to AGREEMENT #13-2753DC for Administration of Vacant Real Property in Foreclosure is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (the "COUNTY"), located at 1112 Manatee Avenue West, Bradenton, Florida 34205-7804, and **COMMUNITY CHAMPIONS CORPORATION** (the "CONTRACTOR"), licensed and authorized to conduct business in the State of Florida, with offices located at 6767 North Wickham Road, Suite 500, Melbourne, Florida, 32940.

WHEREAS, on August 29, 2014, the County executed Agreement No. 13-2753DC with Community Champions Corporation to provide Administration of Vacant Real Property in Foreclosure; and

WHEREAS, pursuant to Article 4 of the Agreement, the term of the Agreement shall remain in full force and effect for one year, and may be extended for four additional one-year periods; and

WHEREAS, the County has determined a need for the services beyond the one year period ending August 28, 2015.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The duration of the Agreement shall be extended by one year commencing August 29, 2015 and ending August 28, 2016. There are two (3) renewal options remaining.
2. All other terms and conditions of the Agreement shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 13-2753DC for Administration of Vacant Real Property in Foreclosure to be duly executed by their authorized representatives:

COMMUNITY CHAMPIONS CORPORATION

By: 
David H. Mulberry
Print Name & Title of Above Signer

Date: 9/16/2015

COUNTY OF MANATEE, FLORIDA

By: 
Melissa M. Wendel, CPPO
Purchasing Official

Date: 9/16/2015

AGREEMENT NO. 13-2753DC

**BETWEEN MANATEE COUNTY, FLORIDA, AND
COMMUNITY CHAMPIONS CORPORATION
RELATING TO
ADMINISTRATION OF VACANT REAL PROPERTY IN FORECLOSURE**

THIS AGREEMENT NO. 13-2753DC Relating to Administration of Vacant Real Property in Foreclosure is entered into by and between **Manatee County, Florida**, a political subdivision of the State of Florida, located at Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as "COUNTY"), and **Community Champions Corporation**, a Florida corporation, located at 6767 North Wickham Road, Suite 500, Melbourne, Florida 32940 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the Board of County Commissioners enacted Manatee County Ordinance No. 14-19, attached as Exhibit "E", which created Chapter 2-38 of the Manatee County Code of Ordinances, establishing procedures and requirements for the registration of vacant real property in the process of foreclosure within the unincorporated areas of Manatee County; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in its best interests to retain, obtain or employ CONTRACTOR to render professional services as described in this Agreement for the purpose of developing and implementing the procedures and requirements to register and track vacant real property in the process of foreclosure within the unincorporated areas of Manatee County as provided by Chapter 2-38 of the Manatee County Code of Ordinances; and

WHEREAS, CONTRACTOR submitted a proposal in response to Request For Proposal No. 13-2753DC, and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Code of Ordinances, resulting in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR covenants and represents to COUNTY that it shall provide services relating to the Administration of Vacant Real Property in Foreclosure as set forth in the Scope of Services, attached as Exhibit "A".

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract, and six (6) Exhibits, which are as follows:

Exhibit "A"	Scope of Services
Exhibit "B"	Compensation
Exhibit "C"	Affidavit of No Conflict
Exhibit "D"	Insurance Requirements
Exhibit "E"	Manatee County Ordinance No. 14-19
Exhibit "F"	Manatee County Resolution No. R-14-21

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a

conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

ARTICLE 3. COMPENSATION

CONTRACTOR shall be entitled to compensation as provided in Exhibit "B" upon acceptable performance of the services specified in Exhibit "A". CONTRACTOR is advised that no contractor or employee of COUNTY may authorize a change in the compensation or terms set forth in Exhibit "B". Any change in compensation or terms for CONTRACTOR must be authorized in writing by COUNTY.

ARTICLE 4. CONTRACT TERM

This Agreement shall commence on the date of execution by COUNTY (hereinafter referred to as the "Effective Date"). This Agreement shall remain in effect for an initial term of one (1) year from the Effective Date. The Agreement may be renewed for four (4) additional terms of one (1) year apiece upon mutual consent of both parties.

ARTICLE 5. REGULATORY FEES

The regulatory fees for registration of the property are established by Resolution No. R-14-21 adopted by the Board of County Commissioners, attached as Exhibit "F". CONTRACTOR shall collect all regulatory fees and remit payments to COUNTY in accordance with Exhibit "B".

ARTICLE 6. NON-PERFORMANCE AND TERMINATION

This Agreement may be terminated as follows:

- A. If COUNTY determines that the performance of CONTRACTOR is not satisfactory, COUNTY shall have the option of (1) immediately terminating the Agreement; or (2) notifying CONTRACTOR of the deficiency with a demand that the deficiency be corrected within a specified reasonable time, otherwise the Agreement shall be deemed terminated at the end of such time.
- B. If COUNTY requires termination of this Agreement for reasons other than unsatisfactory performance of CONTRACTOR, COUNTY shall notify CONTRACTOR in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. COUNTY shall be entitled to compensation for all fees collected and receipts received through the date of termination, together with all approved expenses incurred in connection therewith, provided COUNTY has given CONTRACTOR written notice fifteen (15) days in advance of the date of such termination.
- C. If CONTRACTOR fails to commence administration of the Program, as defined in Exhibit "A", within thirty (30) days of the Effective Date, COUNTY may immediately terminate the Agreement upon written notice to CONTRACTOR.
- D. In the event of early termination, all completed work and drafts-in-progress, along with all related data, studies, charts, computations, correspondence, and any other files or records related to this Agreement possessed or controlled by CONTRACTOR shall

become the property of COUNTY, and shall be surrendered to COUNTY with all payments due.

ARTICLE 7. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (hereinafter referred to as the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Performing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

The parties agree that all documents, records, and files produced by CONTRACTOR in connection with the services rendered pursuant to this Agreement shall be the property of COUNTY and shall be provided to COUNTY upon request. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONTRACTOR's endeavors.

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

ARTICLE 9. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall inform CONTRACTOR of its designated Contract Manager. The Contract Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY, and make decisions pertinent to services covered by this Agreement subject to oversight by the County Administrator and legal advice by the County Attorney. COUNTY reserves the right to designate a different Contract Manager, provided that CONTRACTOR is given written notice thereof. The Contract Manager is not authorized to approve any amendment, revision or change order to this Agreement absent a pre-approved amendment to the Agreement.
- B. COUNTY shall conduct inspections of property for code violations.
- C. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the

project that is useful in the performance of the Scope of Services.

- D. COUNTY shall give prompt notice to CONTRACTOR whenever COUNTY determines there is a defect in CONTRACTOR's performance.
- E. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR, and shall respond and issue notices to proceed in a timely manner so as not to unduly delay CONTRACTOR's performance under this Agreement.

ARTICLE 10. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall notify COUNTY of its lead Agent with respect to the services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR's Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, give instruction to other agents of CONTRACTOR, interpret and define the needs of CONTRACTOR, and make decisions pertinent to services covered by the Agreement. Subject to the limitations of this Agreement, CONTRACTOR may designate a different lead Agent, provided that COUNTY is given written notice thereof.
- B. CONTRACTOR shall perform the services in accordance with the terms and conditions of this Agreement. CONTRACTOR shall provide all tools, materials, goods, and services required in the performance of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed, or certified to provide the services required. All services shall comply with such reasonable supplemental written memoranda and directives provided by COUNTY's Contract Manager which are not in conflict with this Agreement.
- D. CONTRACTOR shall collect all existing data required for the successful completion of the services.
- E. CONTRACTOR shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to this Agreement. CONTRACTOR acknowledges this obligation and has executed the Affidavit of No Conflict, attached as Exhibit "C".
- F. CONTRACTOR shall be entitled to rely upon information which may be provided by COUNTY or others on behalf of COUNTY. CONTRACTOR shall, however, call to COUNTY's attention any errors or deficiencies noted in such information provided and assist COUNTY, to the extent practicable, in the identification and resolution of same. Information referred to above includes, but is not limited to, additional services, consultations, investigations, reports, and the like. COUNTY shall, however, hold CONTRACTOR fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying obvious deficiencies concerning documents and information provided.

ARTICLE 11. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with Sections 2-26-63 and 2-26-64 of the Manatee

County Code of Ordinances. Any dispute resolution constituting a material change in this Agreement will not be final until approved by the County Administrator or designee. If such dispute involves the percentage of the work completed by CONTRACTOR, CONTRACTOR shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to COUNTY of any amount determined to be due and owing. The parties shall bear their own attorneys' fees and costs related to dispute resolution regardless of the resolution of the dispute.

ARTICLE 12. RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR's performance. Such materials shall also be made available to COUNTY for audit purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY may request an audit prepared by an independent certified public accountant regarding the regulatory fees collected and remitted pursuant to Exhibit "B". CONTRACTOR, at its sole cost and expense, shall cause such audit to be prepared and submitted to COUNTY within the time period requested by COUNTY. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days after receipt by CONTRACTOR. CONTRACTOR shall immediately inform COUNTY if it or any of its principals or agents working on this Agreement lose, or have suspended, any required license.

ARTICLE 13. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers, employees and agents, from and against any and all claims, suits, actions, causes of action, damages, liabilities, losses and costs, including but not limited to attorneys' fees and paralegals' fees, caused or contributed to by the negligence, recklessness, or intentional wrongful conduct or omissions of CONTRACTOR or anyone employed or utilized by CONTRACTOR in the performance of the Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONTRACTOR's expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise

may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 14. INSURANCE

- A. CONTRACTOR shall maintain insurance policies that comply with the Insurance Requirements, attached as Exhibit "D", during the term of this Agreement, including any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverages specified in Exhibit "D" shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement. No changes shall be made to the insurance coverages without prior written approval by COUNTY's Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit "D", including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.
- E. Nothing in this Agreement shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 15. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or subcontractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by, under contract with, or provides goods or services to CONTRACTOR in connection with the Scope of Services or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge, or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 16. ASSIGNMENT AND SUBCONTRACTS

COUNTY has selected CONTRACTOR for its stated skills and abilities, as outlined in the Request For Proposal process. CONTRACTOR has represented to COUNTY that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement. Therefore, CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the unlikely event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any

service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY. Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than as outlined in this Agreement.

ARTICLE 17. OWNERSHIP AND SALE OF RIGHTS; SUCCESSORS BOUND

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this Agreement is very important to COUNTY. Therefore, in addition to the limitations of Article 16 above, CONTRACTOR shall not, without prior written consent of COUNTY, sell, pledge, transfer, or otherwise encumber this Agreement, or the rights granted therein, to any third party. Assignment, pledge, sale, transfer, or encumbrance of any interest in or under this Agreement or the rights hereunder to anyone other than CONTRACTOR, without the prior written consent of COUNTY, shall be grounds for immediate termination of this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

ARTICLE 18. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 19. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be provided to the other party by hand delivery or mailed through the U.S. Mail, postage paid, certified or registered mail, return receipt requested, addressed as follows:

To COUNTY: Manatee County Building & Development Services Department
Attn: Director
Post Office Box 1000
Bradenton, Florida 34206
(941) 748-2071, ext. 6874

To CONTRACTOR: Community Champions Corporation
Attn: Thomas R. Darnell, Managing Director
6767 North Wickham Road, Suite 500
Melbourne, Florida 32940
(321) 421-6639
Email: tdarnell@vacantregistry.com

ARTICLE 20. NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national

origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of training or retraining (including apprenticeship and on-the-job training). CONTRACTOR further agrees that no person in the United States shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 21. KEY PERSONNEL

Due to their unique skills, knowledge and backgrounds, upon which COUNTY expressly relied in selecting CONTRACTOR, CONTRACTOR shall not remove from active participation on the project the following agents until alternate personnel acceptable to COUNTY are approved in writing by COUNTY:

Thomas R. Darnell, Managing Director
David Mulberry, Managing Director
Scott Blasie, Key Program Staff
Mary Enstrom, Key Program Staff
Rod Brace, Board Member
Nick Tsamoutales, Board Member

ARTICLE 22. PUBLIC RECORDS ACT COMPLIANCE

Pursuant to Section 119.0701, Florida Statutes, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to COUNTY all public records in the possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with COUNTY's information technology system.

ARTICLE 23. NON-PUBLIC INFORMATION

CONTRACTOR agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without COUNTY's prior written consent, or unless incident to the proper performance of CONTRACTOR's obligations hereunder, or

produced in judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services rendered by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall require all of its employees and subcontractors to comply with the provisions of this article.

ARTICLE 24. MISCELLANEOUS TERMS

- A. **Ethical Conduct; Media Relations.** CONTRACTOR recognizes that in rendering the services required in this Agreement, it is working for the interests of the citizens of Manatee County, Florida, subject to public observation, scrutiny and inquiry. Based upon said recognition, CONTRACTOR shall, in all of its interactions with COUNTY and its citizens and business interests, conduct itself in accordance with the utmost professionalism and ethical standards, including any professional ethical codes related to the various professionals who will be working on this Agreement. To ensure COUNTY is properly represented in any media stories related to this Agreement, CONTRACTOR's agents shall refer any media requests for interviews, information or comments to COUNTY's Contract Manager for response.
- B. **Compliance With Laws.** CONTRACTOR acknowledges that COUNTY is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable statutes, laws, ordinances, codes, rules and regulations of federal, state, regional and certain local governmental agencies and authorities. CONTRACTOR agrees that all services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with said applicable statutes, laws, ordinances, codes, rules and regulations of local, regional, state and federal agencies and authorities.
- C. **Entire Agreement; Amendments; Calculation of Days.** This Agreement and the exhibits attached hereto and incorporated herein constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within this Agreement. This Agreement may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. Any act or delivery that must be completed on a Saturday, Sunday, or COUNTY holiday shall be adequate if performed or delivered on the following business day.
- D. **No Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision of any portion of this Agreement, either at the time the breach or failure occurs, or at any time throughout the term of this Agreement.
- E. **Force Majeure.** Neither party shall be in default of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but shall not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause, whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Agreement,

is beyond the control and without the fault of the party seeking to invoke this paragraph.

- F. **Governing Law; Jurisdiction and Venue.** CONTRACTOR consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be governed by the laws of and maintained in courts within the State of Florida. CONTRACTOR further consents and agrees that jurisdiction for such proceedings shall lie exclusively with such court and venue shall be in Manatee County, Florida, or, if in federal court, the Middle District of Florida, Tampa Division.
- G. **Attorneys' Fees and Costs.** Each party hereto shall be solely responsible for paying its attorneys' fees and costs in any protest, litigation, dispute resolution proceeding, settlement negotiation, or any other matter related to this Agreement.
- H. **No Conflict.** By accepting award of this Agreement, CONTRACTOR, for itself and its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.
- I. **Public Records.** By accepting award of this Agreement, CONTRACTOR acknowledges that the portion of its books and records related to its contracting activities with COUNTY may become subject to inspection and copying under the Florida Public Records Act, Chapter 119, Florida Statutes, and that it will in all respects comply with any requirements of that Act.
- J. **Public Entity Crimes.** CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically paragraph 2(a), and COUNTY's requirement that CONTRACTOR comply with said Act in all respects prior to and during the term of this Agreement.
- K. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.
- L. **Joint Preparation.** The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement.
- M. **Legal References.** All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions and refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.
- N. **Severability.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had

never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent hereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

- O. **Headings.** This Agreement is to be read as a whole. All titles, articles, and descriptive headings of paragraphs herein are inserted for convenience only and shall not affect the construction or interpretation of the Agreement's actual terms.

ARTICLE 25. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR's normal tax liability.

CONTRACTOR shall, at its own expense, pay federal, state, and local taxes which may be levied or imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of such taxes.

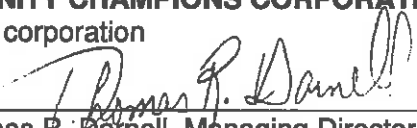
ARTICLE 26. AUTHORITY TO EXECUTE.

Each of the parties hereto represents to the other that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by its respective representative who has executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 13-2753DC Relating to Administration of Vacant Real Property in Foreclosure to be duly executed by their authorized representatives on the respective dates below.

CONTRACTOR


COMMUNITY CHAMPIONS CORPORATION,
a Florida corporation

By: 
Thomas R. Darnell, Managing Director

Date: 28 AUGUST 2014

COUNTY

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: 
Melissa M. Wendel, CPPO
Purchasing Official

Date: August 29, 2014

EXHIBIT "A"

SCOPE OF SERVICES

A.1 GENERAL

CONTRACTOR shall establish and administer a program for registering and tracking vacant real property in the process of foreclosure located within the unincorporated areas of Manatee County (hereinafter referred to as the "Program"). The procedures and requirements for the Program are governed by Manatee County Ordinance No. 14-19, codified as Chapter 2-38 of the Manatee County Code of Ordinances, attached as Exhibit "E", and any amendments or successor ordinances.

The Manatee County Building and Development Services Department, Code Enforcement Division, shall be responsible for the administration of this Agreement and enforcement of Chapter 2-38 of the Manatee County Code of Ordinances created by Ordinance No. 14-19.

A.2 SCOPE

CONTRACTOR shall provide all necessary services, equipment, personnel, and supervision to administer the Program. CONTRACTOR shall develop and implement a user friendly web-based system to register and track the eligible properties in accordance with the requirements stated herein.

The area encompassed by the Program includes, but is not limited to, Duette, Ellenton, Parrish, Myakka City, and Lakewood Ranch, and excludes properties situated within the municipal boundaries of any municipality. The Program applies to vacant real property, which is defined as being vacant, in the process of foreclosure, and showing evidence of vacancy. To be eligible for the Program, foreclosure proceedings must be initiated against the property by the mortgagee or other lien holder.

The mortgagee or lien holder must take the following action with respect to eligible property:

- a. Register the property with the Manatee County Building and Development Services Department.
- b. Pay a regulatory fee in an amount established by Resolution No. R-14-21, attached as Exhibit "F", or any successor or replacement resolution adopted by the Board of County Commissioners.
- c. Designate and retain a local agent responsible for the security and maintenance of the property.
- d. Comply with the requirements of Chapter 2-38 of the Manatee County Code of Ordinances created by Ordinance No. 14-19, attached as Exhibit "E", and any amendments or successor ordinances.

A.3 PERFORMANCE OF SERVICES

CONTRACTOR shall provide, at a minimum, the following services to implement the Program:

- a. Communicate the details and the requirements of the Program to the real estate, banking, and lending communities, and any other applicable associations.
- b. Identify the eligible property and the mortgagee or lien holder.
- c. Notify, by written letter, the mortgagee or lien holder of its obligation to register the eligible property with COUNTY as required by Exhibit "E".

- d. Provide the mortgagee or lien holder detailed instructions on how to access the registration system, how to register the property, and identifying information required to complete the registration.
- e. Create a registration form that captures, at a minimum, the following:
 - 1. Case Number.
 - 2. Property address, property appraiser's parcel identification number, and legal description.
 - 3. Owner of record name, contact, address, telephone, email.
 - 4. Mortgagee name, contact, address, telephone, email.
 - 5. Property management company name, contact, address, telephone, email.
 - 6. Local agent of property management company name, contact, address, telephone, email (if different from company information).
 - 7. Mailing address shall not be a Post Office Box.
- f. Track and report changes in information and all changes in property status.
- g. Develop and maintain, throughout the duration of this Agreement, a web-based electronic registration system that includes a data base of searchable records of eligible properties accessible by all mortgagees and lien holders.
- h. Ensure availability of the registration system to mortgagees and lien holders and COUNTY during normal business hours.
- i. Train and provide support to all mortgagees and lien holders to electronically register property information.
- j. Provide access, training and support to COUNTY on the web-based electronic registration system and reporting tools.
- k. Collect the regulatory fees on behalf of COUNTY and remit payments, together with property information and related documentation, to COUNTY on a weekly basis in accordance with Exhibit "B".
- l. Provide a monthly financial accounting of property registrations including payment status. All reports and written documents for COUNTY will be submitted in both hard copy and electronic form in a format that is completely compatible with COUNTY's software. All photos, exhibits, graphs, tables, etc., contained within any report or document will be provided separately in a file format compatible with COUNTY's software.
- m. Continually track data and status of registered properties and update record reports from both COUNTY and responsible parties.
- n. Comply with all requests for inspection and copies of public records in accordance with Chapter 119, Florida Statutes.
- o. Maintain and redact confidential information and personal data (as protected under Chapter 119, Florida Statutes) from records.
- p. Maintain all files and records pertaining to the Program until such time as COUNTY deems the services complete (minimum period of three (3) years).
- q. Attend meetings and hearings involving code violations, provide qualified personnel with personal knowledge to testify at administrative, quasi-judicial and judicial hearings, and produce records (including but not limited to registration forms, receipts, reports, photos, computer data, etc.) to prove non-compliance with COUNTY ordinances.
- r. Provide full and complete access to COUNTY on all applications and systems used to administer the Program and grant necessary rights to COUNTY for the purpose of generating reports.
- s. Comply with all regulations, policies, procedures, orders and requirements and provide all documentation requested by COUNTY or the Manatee County Clerk of the Court.
- t. Perform other duties required by COUNTY to complete the services.

EXHIBIT "B"

COMPENSATION

B.1 COLLECTION OF FEES

CONTRACTOR shall collect the regulatory fee for each registered parcel of property established by Manatee County Resolution No. R-14-21, attached as Exhibit "F", or any successor or replacement resolution, and provide a receipt and any other confirmation to the payee. Property shall be registered and documented by work products such as registration forms, reports, etc., submitted by CONTRACTOR to COUNTY.

B.2 REMITTANCE OF FEES

CONTRACTOR shall be entitled to retain fifty percent (50%) of each regulatory fee collected as compensation for the administration and implementation of the Program.

CONTRACTOR shall remit to COUNTY, on a weekly basis, all regulatory fees collected, minus the amounts retained by CONTRACTOR as compensation. Such remittance shall be accompanied by supporting documents containing the information specified in Exhibit "A". The first weekly payment shall be due no later than sixty (60) days after the Effective Date of the Agreement. Each subsequent payment shall be due on the same day each week following receipt of the first payment. CONTRACTOR shall be required to make one monthly remittance (30) thirty days after the Effective Date.

Remittance shall be in the form of a check (referencing Agreement No. 13-2753DC), payable to Manatee County Board of County Commissioners. Any discrepancies shall be resolved within five (5) days of original submission.

A late fee in the amount of ten percent (10%) of each original regulatory fee may be imposed for any payment received by COUNTY more than ten (10) days after the due date. Such late fee shall be added to the next remittance paid by CONTRACTOR following notice of late payment from COUNTY.

Any regulatory fees collected by CONTRACTOR prior to Effective Date shall be remitted to COUNTY within five (5) days of Effective Date.

B.3 DELIVERABLES

DESCRIPTION	DELIVERABLE	
Program Implementation and Work Schedule	Following execution of Agreement	Sixty (60) days
Property Updates	Monthly	All subject parcels
Fee Remittance with itemized receipt and report	Weekly	Documenting each parcel

EXHIBIT "C"

AFFIDAVIT OF NO CONFLICT

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared Thomas R. Darnell, Managing Director of Community Champions Corporation, a Florida corporation, with full authority to bind Community Champions Corporation (hereinafter "CONTRACTOR"), who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

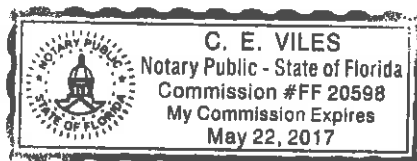
(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 13-2753 Relating to Administration of Vacant Real Property in Foreclosure.

DATED this 28 day of August, 2014.

Signature Thomas R. Darnell

The foregoing instrument was sworn to and acknowledged before me this 28 day of August, 2014, by Thomas R. Darnell, as Managing Director of Community Champions Corporation, a Florida corporation. He is personally known to me or has produced - Personally Known - as identification.



CEViles
Notary Public, State of Florida at Large
Commission No. FF 20598

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONTRACTOR shall, at its own expense, carry and maintain insurance coverage as set forth in this Exhibit "D" from responsible companies duly authorized to do business in the State of Florida and approved by COUNTY's Risk Management Division. CONTRACTOR shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

COUNTY and CONTRACTOR waive against each other and COUNTY's separate Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. CONTRACTOR and COUNTY shall, where appropriate, require similar waivers of subrogation from COUNTY's separate Contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

COUNTY shall be responsible for purchasing and maintaining its own liability insurance.

The Commercial General Liability Policy and Automobile Liability Policy provided by CONTRACTOR to meet the requirements of this Exhibit "D" shall name Manatee County, Florida, as an additional insured as to the operations of CONTRACTOR under the Agreement and shall contain severability of interests provisions.

Manatee County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Agreement Number or Project Number, or specific Project description, and must read: "For any and all work performed on behalf of Manatee County." The "Certificate Holder" should read as follows:

**Manatee County
Board of County Commissioners
Bradenton, Florida**

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit "D" with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If CONTRACTOR has any self-insured retentions or deductibles under any of the below listed minimum required coverage, CONTRACTOR must identify on the Certificates of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be CONTRACTOR's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until the date of completion and acceptance of the work by COUNTY or as specified in the Agreement, whichever is longer.

CONTRACTOR and/or its Insurance carrier shall provide thirty (30) days written notice to COUNTY of policy cancellation or nonrenewal on the part of the insurance carrier or CONTRACTOR. CONTRACTOR shall also notify COUNTY, in a like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal, or material change in coverage or limits received by CONTRACTOR from its insurer, and nothing contained

herein shall relieve CONTRACTOR of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by CONTRACTOR hereunder, CONTRACTOR shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time CONTRACTOR not maintain the insurance coverage(s) required herein, COUNTY may terminate the Agreement or, at its sole discretion, be authorized to purchase such coverage(s) and charge CONTRACTOR for such coverage(s) purchased. If CONTRACTOR fails to reimburse COUNTY for such costs within thirty (30) days after demand, COUNTY has the right to offset these costs from any amount due CONTRACTOR under the Agreement or any other agreement between COUNTY and CONTRACTOR. COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of COUNTY to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Agreement.

If the initial or any subsequently issued Certificate(s) of Insurance expires prior to the completion of the scope of work, CONTRACTOR shall furnish to COUNTY a renewal or replacement Certificate(s) of Insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of CONTRACTOR to provide COUNTY with such renewal certificate(s) shall be considered justification for COUNTY to terminate any and all Agreements.

INSURANCE REQUIREMENTS

	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits and Requirements.
2. <input checked="" type="checkbox"/> Employer's Liability	<u>\$1,000,000</u> single limit per occurrence.
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after current ISO form	Bodily Injury and Property Damage. <u>\$1,000,000</u> per occurrence, <u>\$1,000,000</u> aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations; and Contractual Liability.
4. <input checked="" type="checkbox"/> Automobile Liability	<u>\$1,000,000</u> each occurrence; Bodily Injury and Property Damage, Owned/Non-owned/Hired; Automobile Included.
5. <input checked="" type="checkbox"/> Indemnification	CONTRACTOR shall indemnify and hold harmless COUNTY, its officers, employees and agents, from and against all claims, suits, actions, causes of action, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, caused or contributed to by the negligence, recklessness, or intentional wrongful conduct or omissions of CONTRACTOR or anyone employed or utilized by CONTRACTOR in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.
6. <input checked="" type="checkbox"/> Additional Insured	Manatee County, Florida, must be named as " ADDITIONAL INSURED " on the Insurance Certificates for Commercial General Liability and Automobile Liability.
7. <input checked="" type="checkbox"/> Certificate Holder	The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County, Florida. Certificates of Insurance must state the Agreement Number or Project Number, or specific Project description, and must read: "For any and all work performed on behalf of Manatee County."
8. <input checked="" type="checkbox"/> Cancellation	Thirty (30) Days Cancellation Notice required.

EXHIBIT "E"

ORDINANCE NO. 14-19

AN ORDINANCE OF MANATEE COUNTY, FLORIDA, CREATING CHAPTER 2-38 OF THE MANATEE COUNTY CODE OF ORDINANCES RELATING TO REGISTRATION OF VACANT REAL PROPERTY IN FORECLOSURE; PROVIDING PURPOSE AND INTENT; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR REGISTRATION OF VACANT REAL PROPERTY IN FORECLOSURE; PROVIDING REQUIREMENTS FOR VACANT REAL PROPERTY IN FORECLOSURE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR REGULATORY FEES; PROVIDING FOR CODIFICATION; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners of Manatee County, Florida, to exercise regulatory powers that are not inconsistent with general or special law; and

WHEREAS, foreclosures of real property located within the unincorporated area of Manatee County have increased significantly in recent years; and

WHEREAS, many parcels of real property are vacated by the property owners prior to the conclusion of the foreclosure process, leaving such properties unoccupied for extended periods of time; and

WHEREAS, vacation of real property in the process of foreclosure can result in deterioration of the buildings and premises and creation of an attractive public nuisance; and

WHEREAS, the Board of County Commissioners of Manatee County finds that mortgagees have an interest in maintaining real property subject to the foreclosure process; and

WHEREAS, many mortgagees are located out of state, making notification about conditions at the real property subject to their interest difficult; and

WHEREAS, the Board of County Commissioners of Manatee County desires to exercise regulatory powers pursuant to Section 125.01, Florida Statutes, by providing procedures and requirements for the registration of vacant real property in the process of foreclosure; and

WHEREAS, the Board of County Commissioners of Manatee County has determined

that it is in the best interest of the public health, safety and welfare of the residents of unincorporated Manatee County to enact a regulatory ordinance providing for the registration of vacant real property in the process of foreclosure.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:

Section 1. Chapter 2-38 of the Manatee County Code of Ordinances is hereby created to read as follows:

Chapter. 2-38. Registration of Vacant Real Property in Foreclosure

Sec. 2-38-1. Purpose and intent.

The purpose and intent of this chapter are to establish procedures and requirements for the registration of real property located within the unincorporated area of the county that is vacant and in the process of foreclosure.

Sec. 2-38-2. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

(a) Agent means any person with legal authority to represent and act on behalf of the owner through a written agreement, power of attorney, or other similar document.

(b) Evidence of vacancy means any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to, overgrown and/or dead vegetation, accumulation of abandoned personal property, statements by neighbors, delivery agents, or government agents, empty storefronts, and real estate signs, among other evidence that the property is vacant.

(c) Foreclosure means the legal process by which a mortgagee or other lien holder terminates a property owner's equitable right of redemption to obtain legal and equitable title to

the real property pledged as security for a debt to the real property subject to the mortgage or lien. This process commences with the filing of a civil action in court and a notice of lis pendens in the official records of the county, and may include, but is not limited to, transfer by deed, sale to the mortgagee or lien holder, certificate of title, and all other activities and actions associated with the described process. The process is not concluded until the property obtained by the mortgagee, lien holder, or designee, through a certificate of title or any other means, is sold to a non-related bona fide purchaser to satisfy the debt or lien.

(d) Inspection means a close viewing of the real property and the exterior of any structures located thereon pledged as security for the real estate loan, and includes a viewing of any interior portions of the structure which are visible from the exterior of the structure. However, an inspection does not require entry into any structure for purposes of viewing the interior of such structure.

(e) Local means within fifty (50) driving miles of the real property in question or within the geographic boundaries of Manatee and Sarasota Counties, whichever is greater.

(f) Mortgagee means a person, business, or legal entity that holds a lien on or an interest in real property to secure the repayment of a debt by the owner of the real property subject to the lien or interest.

(g) Owner means the owner of record of any real property as determined by the official records of the county.

(h) Property management company means a property manager, property maintenance company, or other similar entity responsible for the management and maintenance of real property.

(i) Real property or property means a parcel of real property located within the unincorporated area of the county.

(j) Registration means a process of providing information about vacant real property in foreclosure to the county as provided in this chapter.

(k) Vacant means any building or structure that is not legally occupied by the property owner, a tenant or renter under a lease agreement with the property owner or agent, or any other person with the written permission or consent of the property owner or agent.

(l) Vacant real property in foreclosure means any real property that is vacant, is in the process of foreclosure, and shows evidence of vacancy.

Sec. 2-38-3. Applicability.

This chapter shall apply within the unincorporated area of Manatee County.

Sec. 2-38-4. Registration of vacant real property in foreclosure.

(a) Any mortgagee that holds a mortgage on any vacant real property in foreclosure located within the unincorporated area of the county shall perform an inspection of the property that is the security for the mortgage and shall register the vacant real property with the county upon commencement of foreclosure by said mortgagee on said property. A separate registration is required for each parcel of vacant real property simultaneous with the recording of a notice of lis pendens in the public records of the county in any civil action to foreclose on a mortgage, lien, or similar instrument that secures debt upon vacant real property in foreclosure located within the unincorporated area of the county. If any real property in foreclosure located within the unincorporated area of the county becomes vacant after commencement of foreclosure, the mortgagee shall perform an inspection of the property and shall register the vacant real property with the county no later than thirty (30) days after such vacancy occurs.

(b) Registration pursuant to this section shall contain, at a minimum, the names, mailing addresses, e-mail addresses, and telephone numbers of the mortgagee, the chief executive officer of the mortgagee or said officer's designee, and a local property management company. The mortgagee and the local property management company shall be responsible for inspecting, maintaining, and securing the vacant real property in foreclosure subject to the mortgage in compliance with the requirements of this chapter. The property management company named in the registration shall be available to be contacted by the county between

8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.

(c) The mortgagee shall pay a regulatory fee for each parcel of vacant real property in foreclosure at the time of registration.

(d) Any mortgagee that registers vacant real property in foreclosure as provided in this section shall report any change of information contained in the registration to the county within ten (10) days of the change.

(e) The registration provided in this section and the requirements for vacant real property in foreclosure set forth in this chapter shall remain in effect until the foreclosure is concluded and the real property is sold to a bona fide purchaser.

(f) Failure of the mortgagee to inspect or register any vacant real property in foreclosure or to provide any required information or change of information shall constitute a violation of this section.

Sec. 2-38-5. Requirements for vacant real property in foreclosure.

(a) Any vacant real property in foreclosure subject to this chapter shall be maintained in compliance with all applicable codes and ordinances, including, but not limited to, the Manatee County Code of Ordinances, the Manatee County Land Development Code, and the Florida Building Code.

(b) Any vacant real property in foreclosure subject to this chapter shall be maintained in a secure manner and not accessible to unauthorized persons. A secure manner includes, but is not limited to, closure and locking of windows, doors, gates, and other openings of such size that may allow a child to access the interior of any structure on the real property.

(c) The mortgagee or the local property management company named in the registration shall inspect the vacant real property in foreclosure on a monthly basis to ensure said property is in compliance with this section. Upon request by the county, the mortgagee or the local property management company shall provide a copy of any inspection reports to the county.

(d) Failure of the property owner, the mortgagee, or the local property management company named in the registration to maintain any vacant real property in foreclosure shall constitute a violation of this section. Failure of the mortgagee or the local property management company named in the registration to inspect any vacant real property in foreclosure or to provide any required reports shall constitute a violation of this section.

Sec. 2-38-5. Enforcement.

(a) Any violation of this chapter may be enforced as provided in Section 125.69, Florida Statutes. In addition, the county may bring suit to restrain, enjoin, or otherwise prevent a violation of or mandate compliance with this chapter.

(b) Violations of this chapter may be enforced as provided in Chapter 162, Florida Statutes.

Sec. 2-38-6. Regulatory fees.

The board by resolution may impose regulatory fees for the registration of vacant real property in foreclosure as provided in this chapter. Any regulatory fees shall not exceed the cost of the regulatory activity required for the registration of such property and shall be used and expended solely for the regulatory purpose of such registration activity as provided in this chapter.

Section 2. This ordinance shall be codified in the Manatee County Code of Ordinances.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall take effect April 1, 2014.

APPROVED AND ENACTED by the Board of County Commissioners of Manatee County, Florida, with a quorum present and voting, on the 25 day of February, 2014.

ATTEST: R. B. SHORE
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: [Signature]
Deputy Clerk



By: [Signature]
Chairman

EXHIBIT "F"

RESOLUTION NO. R-14-21

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, IMPOSING REGULATORY FEES FOR THE REGISTRATION OF VACANT REAL PROPERTY IN FORECLOSURE; PROVIDING LIMITATIONS ON SUCH REGULATORY FEES; PROVIDING DIRECTIONS REGARDING CODIFICATION; REPEALING AND SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners of Manatee County to exercise regulatory powers that are not inconsistent with general or special law; and

WHEREAS, according to rules established by Florida case law, regulatory fees imposed under the sovereign power of a county cannot exceed the cost of the regulatory activity and must be applied solely to pay the cost of the regulatory activity for which they are imposed; and

WHEREAS, pursuant to Section 125.01, Florida Statutes, the Board of County Commissioners of Manatee County, Florida, approved and enacted Ordinance No. 14-19 on February 25, 2014; and

WHEREAS, Ordinance No. 14-19 creates Chapter 2-38 of the Manatee County Code of Ordinances to provide for the registration of vacant real property in the process of foreclosure within the unincorporated area of Manatee County; and

WHEREAS, Section 2-38-6 of the Manatee County Code of Ordinances authorizes the Board of County Commissioners by resolution to impose regulatory fees for the registration of vacant real property in foreclosure as provided in Chapter 2-38 of the Manatee County Code of Ordinances; and

WHEREAS, the Manatee County Building and Development Services Department has reviewed and recommended the amount of the regulatory fees for the registration of vacant real property in foreclosure to be imposed in this resolution; and

WHEREAS, the Manatee County Building and Development Services Department has

RESOLUTION NO. R-14-21

represented that the regulatory fees for the registration of vacant real property in foreclosure do not exceed the cost of the regulatory activity required for the registration and will be used and expended solely for the regulatory purpose of such registration activity; and

WHEREAS, the Board of County Commissioners of Manatee County has determined that the regulatory fees imposed in this resolution are reasonable and necessary for the registration of vacant real property in foreclosure, do not exceed the cost of the regulatory activity required for the registration of such property, and will be used and expended solely for the regulatory purpose of such registration activity.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:

Section 1. Pursuant to Section 2-38-6 of the Manatee County Code of Ordinances, the Board of County Commissioners hereby imposes regulatory fees in the amount of \$200.00 per parcel for the registration of vacant real property in foreclosure within unincorporated Manatee County. The amount of the regulatory fees shall not exceed the cost of the regulatory activity required for the registration of such property.

Section 2. The regulatory fees imposed pursuant to this resolution shall be used and expended solely for the regulatory purpose of the registration activity for vacant real property in foreclosure within unincorporated Manatee County.

Section 3. This resolution shall not be codified in the Manatee County Code of Resolutions.

Section 4. All resolutions and parts of resolutions in conflict with the provisions of this resolution are hereby repealed, rescinded, superseded and replaced by this resolution to the extent of such conflict.

Section 5. This resolution and the fees imposed in this resolution shall take effect April

RESOLUTION NO. R-14-21

1, 2014.


PASSED AND ADOPTED by the Board of County Commissioners of Manatee County,
Florida, with a quorum present and voting, on the 25 day of February, 2014.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: Larry Butts
Chairman

ATTEST: R. B. Shore
Clerk of the Circuit Court

By: [Signature]

The seal is circular with a double-lined border. The outer ring contains the text "BOARD OF COUNTY COMMISSIONERS" at the top and "MANATEE CO. FLA." at the bottom. In the center, the word "SEAL" is prominently displayed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Twin Rivers Insurance, Inc. 306 E New Haven Avenue Melbourne FL 32901	CONTACT NAME: Brian Sullivan	
	PHONE (A/C No. Ext): (321) 726-6550	FAX (A/C No): (321) 726-6505
INSURED Community Champions Corp and/or DBA Federal Property Registration Corp 6767 N Wickham Road Melbourne FL 32904	E-MAIL ADDRESS: brian@twinriversinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Travelers Group	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER Master 14-15

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		THUB-8D73913-3-13	12/27/2013	12/27/2014	E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Manatee County
Board of County Commissioners
Bradenton, FL

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Sullivan/LASS



CERTIFICATE OF LIABILITY INSURANCE

FEDER-1

OP ID: CF

DATE (MM/DD/YYYY)

06/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Vista Insurance Group
1225 Pickens St (29201)
PO Box 5837
Columbia, SC 29250
Cecilia Fournil

CONTACT NAME: Cecilia Fournil**PHONE (A/C, No, Ext):** 803-726-0550**FAX (A/C, No):** 803-400-1939**E-MAIL ADDRESS:** cfournil@vistainsurancegroup.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Sentinel Ins. Co.

11000

INSURER B: Gemini Insurance Co**INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED
Community Champions
Corporation
Federal Property Registration
Corp
6767 North Wickham Rd Ste 400
Melbourne, FL 32940

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	22SBMUF9084	01/25/2014	01/25/2015	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						
B	Professional Liab			VCPL062481	01/06/2014	01/06/2015	Per Occ 1,000,000
							Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION****MANATEE**

Manatee County
Board of County Commissioners
PO Box 1000
Bradenton, FL 34206

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cecilia Fournil