

**AMENDMENT TO EFFECTIVE DATE AND TERMS BETWEEN THE CITY OF
NORTH MIAMI AND PROPERTY REGISTRATION CHAMPIONS, LLC d/b/a
PROCHAMPS PREVIOUSLY KNOWN AS COMMUNITY CHAMPIONS
CORPORATION**

THIS AMENDMENT, entered into on this 3/19/2020, by and between **THE CITY OF NORTH MIAMI**, a Florida municipal corporation (hereinafter referred to as the "CITY"), with its office located at 776 NE 125th Street, North Miami, Florida 33161 and **PROPERTY REGISTRATION CHAMPIONS, LLC**, hereinafter referred to as ("PROCHAMPS") located at 2725 Center Place, Melbourne, Florida 32940 (collectively the "Parties").

RECITALS

WHEREAS, the Parties desire to amend the original agreement which was entered into on February 15, 2017 to register abandoned, and foreclosed properties, so that the City can properly address violations of the CITY's property maintenance codes; and

WHEREAS, under the terms of the original agreement, this term was originally scheduled to be completed by February 15, 2019; and

WHEREAS, the Amendment dated May 24, 2019 extended the term of the original agreement to February 14, 2020 and assigned the Agreement to Prochamps.

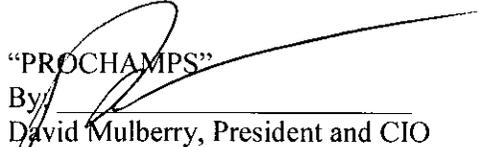
WHEREAS, section three (3) of the Agreement, effective date and term, allows for three (3), one (1) year renewals of the Agreement with consent from both parties; and

NOW THEREFORE, both Parties would like to extend the agreement and extend the terms of the contract for a one (1) year term to end February 14, 2021.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

“PROCHAMPS”

By: 
David Mulberry, President and CIO
Property Registration Champions, LLC d/b/a Prochamps
2725 Center Place Suite 200
Melbourne, FL 32940

ATTEST:

City of North Miami, a Florida Municipal Corporation
“CITY”

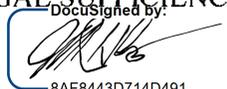
DocuSigned by:

By: _____ 3/19/2020
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Vanessa Joseph, Esq.
City Clerk

DocuSigned by:

By: _____ 3/18/2020
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Arthur H. Sorey, III
Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:

By: _____ 3/16/2020
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Jeff P. H. Cazeau, Esq.
City Attorney

**AMENDMENT TO EFFECTIVE DATE AND TERMS BETWEEN THE CITY OF
NORTH MIAMI AND PROPERTY REGISTRATION CHAMPIONS, LLC d/b/a
PROCHAMPS PREVIOUSLY KNOWN AS COMMUNITY CHAMPIONS
CORPORATION**

THIS AMENDMENT, entered into on this 5/24/2019, by and between **THE CITY OF NORTH MIAMI**, a Florida municipal corporation (hereinafter referred to as the “CITY”), with its office located at 776 NE 125th Street, North Miami, Florida 33161 and **PROPERTY REGISTRATION CHAMPIONS, LLC**, hereinafter referred to as (“PROCHAMPS”) located at 2725 Center Place, Melbourne, Florida 32940 (collectively the “Parties”).

RECITALS

WHEREAS, the Parties desire to amend the original agreement which was entered into on February 15, 2017 to register abandoned, and foreclosed properties, so that the City can properly address violations of the CITY’s property maintenance codes; and

WHEREAS, under the terms of the original agreement, this term was originally scheduled to be completed by February 15, 2019; and

WHEREAS, section three (3) of the Agreement, effective date and term, allows for three (3), one (1) year renewals of the Agreement with consent from both parties; and

WHEREAS, section eleven (11) of the Agreement, assignment, allows Community Champions Corporation to assign its interest with the consent of the City; and

WHEREAS, both parties agree that Community Champions Corporation has assigned its interest to Property Registration Champions, LLC d/b/a Prochamps, a subsidiary of Post Prochamps Acquisitions, LLC, the managing corporation registered in the State of Delaware without objection.

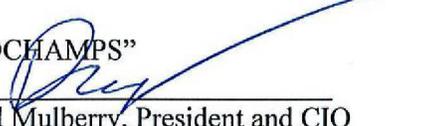
WHEREAS, Robert Mannarino, CEO of Post Prochamps Acquisitions, LLC, approved David Mulberry, President and CIO of Prochamps with signature authorization as reflected in his letter dated April 29, 2019. *(Attached as Exhibit A)*

NOW THEREFORE, both Parties would like to extend the agreement and extend the terms of the contract for a one (1) year term to end February 14, 2020.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

“PROCHAMPS”

By: 
David Mulberry, President and CIO
Property Registration Champions, LLC d/b/a Prochamps
2725 Center Place Suite 200
Melbourne, FL 32940

ATTEST:

City of North Miami, a Florida Municipal Corporation
“CITY”

DocuSigned by:
Michael A. Etienne, Esq.
By: 2C7040872EE8414...
Michael A. Etienne, Esq.
City Clerk

DocuSigned by:
Larry M. Spring, Jr.
By: C23984DEA2724CF...
Larry M. Spring, Jr., CPA
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff P. H. Cazeau, Esq.
By: 6AF8443D714D491...
Jeff P. H. Cazeau, Esq.
City Attorney

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



March 29, 2019

VIA OVERNIGHT COURIER

City of North Miami
776 NE 125th St.,
North Miami, FL 33161
Attn: City Manager

Re: Agreement, dated February 15, 2017, by and between City of North Miami ("City of North Miami") and Property Registration Champions, LLC ("PRC") (the "Agreement").

Community Champions Corporation ("CCC"), a Florida corporation and direct parent company of PRC, has entered into a purchase agreement, by and among Post ProChamps Holdings, LLC ("Holdings"), Post ProChamps Acquisitions, LLC ("Acquisitions"), and together with Holdings, the "Purchasers", CCC, PRC, David Mulberry, and Thomas Darnell, pursuant to which it intends to sell all of the issued and outstanding equity interests of PRC (the "Transaction"). Upon the consummation of the Transaction, PRC will become a wholly owned subsidiary of Acquisitions, which will result in a change in the direct ownership of PRC. Notwithstanding the Transaction, immediately following the consummation of the Transaction, PRC will be operated in the same manner as it was prior to the Transaction and PRC's duties, obligations and liabilities under the Agreement shall remain in effect and will not be discharged by the Transaction.

Pursuant to Section 11 of the Agreement, the prior written notice to City of North Miami is required prior to any assignment of the Agreement, which includes, among other things, the change in control of PRC. Accordingly, PRC hereby notifies City of North Miami of the Transaction. Accordingly:

1. This letter shall constitute written notice to City of North Miami and satisfies all notice requirements under the Agreement.
2. Immediately following the closing of the Transaction, PRC shall continue to hold all rights and obligations of PRC under the Agreement, and City of North Miami shall continue to hold all of its rights and obligations under the Agreement.
3. None of PRC, the Purchasers, or any of their respective affiliates or equityholders are required to provide any additional notice to City of North Miami that the Transaction or the assignment has occurred;
4. In the event the Transaction is not consummated, PRC shall provide written notice thereof to City of North Miami in accordance with the Agreement as promptly as is commercially practicable, and this letter agreement shall become null and void in its entirety; and
5. This letter agreement may be executed in one or more original or facsimile or electronically transmitted (including PDF copies) counterparts, each of which shall be taken to be an original, and all collectively one agreement.

If you have any questions or concerns please contact the undersigned at the email address or phone number below.

Very truly yours,

PROPERTY REGISTRATION CHAMPIONS, LLC

By: 

Name: David Mulberry
Title: President

Email: Dmulberry@prochamps.com

Phone: 321-421-6639

**AGREEMENT BETWEEN THE CITY OF NORTH MIAMI, FLORIDA
AND COMMUNITY CHAMPIONS**

This Agreement is made as of this 15th day of February, 2017 by and between Community Champions Corporation, a Florida Corporation, with offices at 2725 Center Place Melbourne, FL 32940 ("CHAMPIONS"), and the City of North Miami, Florida, a State of Florida municipal corporation, with an address at 776 NE 125th Street North Miami, FL 33161 ("CITY").

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the City of North Miami Code of Ordinances, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the City of North Miami and,

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the CITY Commission adopted Ordinance "1408," as amended, the CITY's Abandoned Real Property Registration Ordinance ("Ordinance"); and

WHEREAS, pursuant to the Ordinance, the CITY desires to enter into this Agreement with CHAMPIONS in order to provide services authorized pursuant to the Ordinance "1408," to register abandoned, and foreclosed properties so that the City can properly address violations of the CITY's property maintenance codes (hereinafter "foreclosed property").

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

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:

I. CHAMPIONS RESPONSIBILITIES.

A. CHAMPIONS will cite the CITY's Ordinance to mortgagees and proactively contact those that file a public notice of default, lis pendens, foreclosure action, and or take title to real property via foreclosure or other any legal means. CHAMPIONS will electronically provide for registration of foreclosed properties in violation of applicable CITY ordinances.

B. CHAMPIONS will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. CHAMPIONS will investigate, report, or take corrective measures monthly to update property status

of all foreclosed property electronically registered and in compliance with the relevant CITY ordinances.

C. CHAMPIONS will charge a fee as directed by the CITY to each Registrant to register all mortgagees who comply with the Ordinance ("Registration Fee"). CHAMPIONS shall retain \$150.00 of each collected registration fee and remit the balance to the CITY in consideration of the services provided. CHAMPIONS shall forward payment of the CITY's portion of the registration fee to the CITY's Finance Department no later than the 15th day of the following month during the term of this Agreement.

D. CHAMPIONS agrees to provide a website for the registration of each foreclosed property in order to enable compliance with the CITY's ordinances. The website will direct registrants to the CITY's website, and further direct traffic, via a hyperlink, to www.VacantRegistry.com. The website found at www.proCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the CITY's Property Registration Codes.

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

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

2. Indemnification:

A. CHAMPIONS shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of CHAMPIONS, its agents, servants or employees in the performance of its obligations pursuant to this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, reasonable attorney's fees, paralegal expenses, and court costs at both the trial and appellate levels arising out of or in connection with the operations permitted under this Agreement.

B. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by CHAMPIONS and requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CHAMPIONS. Furthermore, the

parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. CHAMPIONS will indemnify and hold CITY harmless for any negligent acts of CHAMPIONS or for any violation of any intellectual property laws, contracts or statutes.

3. **EFFECTIVE DATE and TERM.** The effective date of this Agreement is the date signed. This Agreement will terminate two (2) years from the effective date. In addition, the parties may agree to renew this Agreement for an additional (3) three-one (1) year term(s) through the execution of a written amendment to this Agreement signed by both parties.

4. **TERMINATION.** This Agreement may be terminated by either Party with or without cause, immediately upon thirty (30) calendar day's written notice. Upon termination by CITY, CHAMPIONS shall cease all work performed and forward to CITY any Registration Fees owed to the CITY.

5. **CONTRACT DOCUMENTS:** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

A. CITY Ordinance "1408," dated: December 13, 2016;

6. **INSURANCE.** CHAMPIONS shall provide and maintain in force at all times during the Agreement with the CITY , such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance and Errors and Omissions Insurance as will assure to the CITY the protection contained in the foregoing indemnification undertaken by CHAMPIONS.

A. Workers' Compensation Statutory limits with \$100,000 Employers Liability.

B. Commercial General Liability Insurance with limits of no less than \$1,000,000.00. Bodily injury shall include operations and premises liability, products and completed operations, owners, and contractor's protective liability and personal injury liability.

C. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$1,000,000.00 per occurrence.

D. Errors and Omissions Insurance limits of liability provided by such policy shall be no less than \$1,000,000.00 to assure CITY the indemnification specified herein.

E. A Certificate of Insurance acceptable to the CITY shall be provided listing the above coverages and providing 30 days prior written notice to the CITY in the case

of cancellation. The CITY shall be named as an additional insured and a certificate holder on the Commercial, General, Automobile, and Professional. Liability Policies with a waiver of subrogation on the Workers' Compensation Employer's Liability Policy. A copy of the certificate shall be mailed to the CITY's Risk Management Department at the time CHAMPIONS executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. All information collected by CHAMPIONS 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. CHAMPIONS shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CHAMPIONS's endeavors.

8. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.

A. CITY shall have the right to audit the books, records and accounts of CHAMPIONS that are related to this Agreement. CHAMPIONS shall keep, in digital or hard copy format, whichever format CHAMPIONS so chooses, such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CHAMPIONS shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CHAMPIONS is notified in writing by the CITY of the need to extend the retention period. Such retention of such records and documents shall be at CHAMPIONS's expense. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to CHAMPIONS's records, CHAMPIONS shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CHAMPIONS.

B. In addition, for a period of 6 (six) months following the termination of this agreement, CHAMPIONS shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive information in digital or hard copy format, whichever format CHAMPIONS so chooses, relating to matters of continuing significance.

9. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CHAMPIONS is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance

Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. CHAMPIONS shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CHAMPIONS's activities and responsibilities hereunder. CHAMPIONS agrees that it is a separate and independent enterprise from the CITY , that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work.

This Agreement shall not be construed as creating any joint employment relationship between CHAMPIONS and the CITY and the CITY will not be liable for any obligation incurred by CHAMPIONS, including but not limited to unpaid minimum wages and/or overtime premiums.

10. 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 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, CHAMPIONS and the CITY designate the following as the respective places for giving of notice:

CITY:

Larry M. Spring, City Manager
City of North Miami
776 NE 125th Street
North Miami, FL 33161
Attention: City Manager

Copy To:

Jeff P. H. Cazeau, City Attorney
City of North Miami
776 NE 125th Street
North Miami, FL 33161
Attention: City Attorney

CHAMPIONS:

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

11. **ASSIGNMENT.** For purposes of this Agreement, any change of ownership of CHAMPIONS shall constitute an assignment which requires CHAMPIONS to notify CITY in advance. This Agreement shall run to the CITY and its successors and assigns.

12. **AMENDMENTS.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. **CITY** acknowledges prior to this agreement registering properties governed by the original ordinance. On a date, agreed upon by CHAMPIONS, prior to the effective date of this Agreement, the CITY will provide CHAMPIONS a digital file, in format agreeable to CHAMPIONS, 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 CHAMPIONS and considered registrations by CHAMPIONS under the terms of this Agreement. If the CITY is unable to provide the agreed upon digital file then the CITY will provide CHAMPIONS all property registration information, including but not limited to registration forms, to CHAMPIONS for manual entry into the CHAMPIONS database. If manual entry of this information is required of CHAMPIONS the CITY agrees to compensate CHAMPIONS \$5.00 per property. Any data entry compensation due CHAMPIONS will be withheld from future registration fees due the CITY per this Agreement.

14. **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.

15. **LAWS AND ORDINANCES.** CHAMPIONS 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.

16. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, CHAMPIONS 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.

17. **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.

18. **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.

19. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

20. ATTORNEY'S FEES AND COSTS. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.

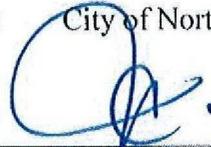
21. ENTIRE AGREEMENT. This Agreement represents the' entire and integrated agreement between the CITY and the CHAMPIONS and supersedes all prior negotiations, representations or agreements, either written or oral.

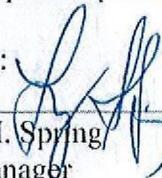
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

"CHAMPIONS"

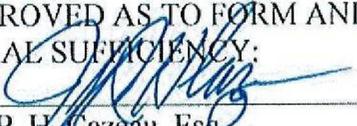
By: 
Representative David Mulberry, President/CEO
Community CHAMPIONS, Inc.
2725 Center Place
Melbourne, Florida 32940

ATTEST: City of North Miami, a Florida municipal Corporation,

By: 
Michael A. Etienne, Esq.
City Clerk

"CITY":
By: 
Larry M. Spring
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Jeff P. H. Cazeau, Esq.
City Attorney

ORDINANCE NO. 1408

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AMENDING CHAPTER 12 OF THE NORTH MIAMI CODE OF ORDINANCES, ENTITLED "NUISANCES", AT ARTICLE VIII, ENTITLED "ABANDONED REAL PROPERTY REGISTRATION", SPECIFICALLY AT SECTION 12-28, ENTITLED "DEFINITIONS" AND AT SECTION 12-32, ENTITLED "REGISTRATION OF ABANDONED REAL PROPERTY" TO PERMIT ENFORCEMENT AGAINST ALL PROPERTIES REGARDLESS OF WHETHER THEY ARE OCCUPIED OR VACANT AND TO INCREASE THE NON-REFUNDABLE ANNUAL REGISTRATION FEE; PROVIDING FOR REPEAL, CONFLICTS, SEVERABILITY, CODIFICATION AND FOR AN EFFECTIVE DATE.

WHEREAS, on July 8, 2014, the Mayor and City Council enacted Ordinance Number 1376 which among other things, regulated abandoned and/or vacant property; and

WHEREAS, abandoned and vacant properties continue to be a nuisance within the City of North Miami ("City"); and

WHEREAS, City administration finds that the application of the ordinance to both occupied and vacant properties undergoing foreclosure proceedings will strengthen the enforcement mechanisms against foreclosing banks and mortgage servicing agents; and

WHEREAS, due to the increase burden arising from the numerous abandoned and vacant properties City Administration finds that it is necessary to increase the registration fee; and

WHEREAS, the Mayor and City Council wish to revise and strengthen the regulations concerning abandoned and vacant property as it serves to protect the public health, safety and welfare of the City and its residents.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, THAT:

Section 1. Amendments to Chapter 12, North Miami Code of Ordinances. The Mayor and City Council of the City of North Miami, Florida, hereby amend Chapter 12 of the North Miami Code of Ordinances entitled "Nuisances", at Article VIII, entitled "Abandoned Real Property Registration", specifically at Section 12-28, entitled "Definitions" and at Section 12-32,

entitled "Registration of Abandoned Real Property" to permit enforcement against all properties regardless of whether they are occupied or vacant and to increase the non-refundable annual registration fee, as follows:

* * * * *

ARTICLE VIII. ABANDONED REAL PROPERTY REGISTRATION

Sec. 12-27. Abandoned real property; purpose and intent.

It is the purpose and intent of the city to establish a process to address the amount of abandoned real property located within the city. It is the city's further intent to establish an abandoned property program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance of abandoned properties.

Sec. 12-28. Definitions.

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

Abandoned real property means any property that is ~~vacant and is~~ subject to a mortgage under a current notice of default and/or notice of mortgagee's sale, pending tax assessors lien sale and/or ~~vacant~~ properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure or sale.

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 not be limited to: overgrown and/or dead vegetation, accumulation of abandoned personal property, statements by neighbors, passers-by, delivery agents or government agents, among other evidence that the property is vacant.

Foreclosure means the process by which a property, placed as security for a real estate loan, is sold at public sale to satisfy the debt if the borrower defaults.

Mortgagee means the person or entity who holds mortgaged property as security for repayment of a loan.

Owner means any person, persons, or entity having legal or equitable title, or any real or contingent interests in any real property; being shown to be the property owner in the records of the Miami-Dade County property appraiser's office; being identified on the abandoned/vacant real property registration form pursuant to this article; being a mortgagee in possession of real property; or the plaintiff in a mortgage foreclosure claim, in which the abandoned real property is the subject of the lis pendens and foreclosure lawsuit. Any such person, persons, or entity shall have joint and several obligations for compliance with the provisions of this article.

Property management company means a property manager, property maintenance company or similar entity or individual responsible for the maintenance of abandoned real property.

Vacant means any building/structure that is not legally occupied.

* * * * *

Sec. 12-32. Registration of abandoned real property.

(a) Any mortgagee who holds a mortgage on real property located within the city shall upon default by the mortgagor and prior to the issuance of a notice of default, perform an inspection of the property that is the security for the mortgage. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned real property and the mortgagee shall, within ten (10) days of the inspection, register the property with the code enforcement manager, or his or her designee, on forms provided by the city. A registration is required for each ~~vacant~~ abandoned real property regardless of whether it's occupied or vacant.

(b) If the property is occupied but the mortgage on the property remains in default, the property shall be inspected by the mortgagee or his designee monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall within ten (10) days of that inspection, register update the property registration with the code compliance manager, or his or her designee, on forms provided by the city.

(c) Registration pursuant to this section shall contain the name of the mortgagee and mortgage servicing agent, the direct mailing address of the mortgagee and mortgage servicing agent, a direct contact name and telephone number of mortgagee and mortgage servicing agent, a facsimile number and e-mail address for mortgagee and mortgage servicing agent and the name and 24-hour contact phone number of the property management company responsible for the security and maintenance of the property. A non-refundable annual registration fee in the amount of three two hundred dollars (\$200.00 \$300.00) per property, shall accompany the registration form(s).

(d) At such time that property becomes abandoned property, the mortgagee shall promptly post it with the name and contact phone number of the local property manager. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches, and shall be clearly visible and legible from an adjacent street. The posting shall contain the following language: THIS PROPERTY IS MANAGED BY: _____ TO REPORT PROBLEMS OR CONCERNS CALL: (XXX) XXX-XXXX.

(e) This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

(f) Properties subject to this section shall remain under the registration requirement, security and maintenance standards of this section as long as they remain ~~vacant~~ in default or are bank owned (REO).

(g) Any person or corporation that has registered a property under this section must report any change of information contained in the registration, including change in status of property from vacant to occupied, in writing within ten (10) days of the change to the code enforcement manager, or his or her designee.

(h) Failure of the mortgagee and/or property owner of record to properly register or to revise the registration to reflect a change in circumstances as required by this chapter is a violation of the city's codes and may result in issuance of a civil violation ticket.

* * * * *

Section 2. **Repeal.** All ordinances or parts of ordinances in conflict herewith are repealed.

Section 3. **Conflicts.** In the event that the provisions of this Ordinance are in conflict with any other ordinance, rule or regulation, the provisions of this Ordinance shall prevail.

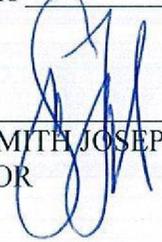
Section 4. **Severability.** The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. **Codification.** It is the intention of the City Council of the City of North Miami and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "section," "article" or any other appropriate word.

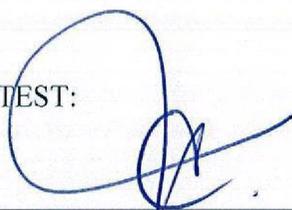
Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption on second reading.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, on first reading this 22nd day of November, 2016.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, on second reading this 13th day of December, 2016.



DR. SMITH JOSEPH
MAYOR

ATTEST:


MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Vice Mayor Desulme

Sponsored by: Galvin

Vote:

Mayor Smith Joseph, D.O., Pharm. D.	<u>X</u>	(Yes)	<u> </u>	(No)
Vice Mayor Alix Desulme	<u>X</u>	(Yes)	<u> </u>	(No)
Councilman Scott Galvin	<u>X</u>	(Yes)	<u> </u>	(No)
Councilwoman Carol Keys, Esq.	<u>X</u>	(Yes)	<u> </u>	(No)
Councilman Philippe Bien-Aime	<u>X</u>	(Yes)	<u> </u>	(No)

Additions shown by underlining. Deletions shown by ~~overstriking~~.



CERTIFICATE OF LIABILITY INSURANCE

3/29/2020

DATE (MM/DD/YYYY)

7/3/2019

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border-bottom: 1px solid black;">NAIC #</th> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER A : ACE Property & Casualty Insurance Co</td> <td style="text-align: center; border-bottom: 1px solid black;">20699</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B : Lloyds of London</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C : Argonaut Insurance Company</td> <td style="text-align: center; border-bottom: 1px solid black;">19801</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D :</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E :</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE Property & Casualty Insurance Co	20699	INSURER B : Lloyds of London		INSURER C : Argonaut Insurance Company	19801	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
INSURED 1461671 Property Registration Champions DBA Prochamps 2725 Center Place, Ste 102 Melbourne FL 32940															

COVERAGES **CERTIFICATE NUMBER:** 16180226 **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	N	D94762558	3/29/2019	3/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$												
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	D94762558	3/29/2019	3/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX												
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	D9476256A	3/29/2019	3/29/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	NOT APPLICABLE			<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> <td style="text-align: center;">\$ XXXXXXXX</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: center;">\$ XXXXXXXX</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: center;">\$ XXXXXXXX</td> </tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$ XXXXXXXX	E.L. DISEASE - EA EMPLOYEE		\$ XXXXXXXX	E.L. DISEASE - POLICY LIMIT		\$ XXXXXXXX
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E.L. DISEASE - EA EMPLOYEE		\$ XXXXXXXX																	
E.L. DISEASE - POLICY LIMIT		\$ XXXXXXXX																	
B	Professional Liability/Cyber	Y	N	CT1137119	4/1/2019	4/1/2020	Limit: \$3,000,000												
C	Crime			ML 4243693-0	4/1/2019	4/1/2020	Limit: \$1,000,000												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of North Miami is included as Additional Insured on the General Liability, Automobile Liability and Professional Liability as required by written contract. Waiver of Subrogation applies in favor of the Worker's Compensation as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

16180226 The City of North Miami 776 NE 125 Street North Miami FL 12108	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
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Workers' Compensation and Employers' Liability Policy

Named Insured Insperity Inc. PROPERTY REGISTRATION CHAMPIONS, LLC	Endorsement Number
	Policy Number Symbol: RSC Number: C6573073A
Policy Period 5/1/2019 TO 10/1/2019	Effective Date of Endorsement 5/1/2019
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

The City of North Miami
776 NE 125 Street
North Miami, FL 33161

For the states of CA, UT, TX, refer to state specific endorsements. This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act (K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act (K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured Insperity Inc. PROPERTY REGISTRATION CHAMPIONS, LLC	Endorsement Number
	Policy Number Symbol: RSC Number: C66698294
Policy Period 10/1/2019 TO 10/1/2020	Effective Date of Endorsement 10/1/2019
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

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Authorized Representative