

**AGREEMENT BETWEEN THE TOWN OF CUTLER BAY
AND COMMUNITY CHAMPIONS CORPORATION**

This Agreement is made as of this ___ day of _____, 2016 (“Effective Date”) by and between Community Champions Corporation, a Florida Corporation, with offices at 6767 N. Wickham Rd., Suite 500, Melbourne, FL 32940 (“CCHAMPIONS”), and the Town of Cutler Bay, a State of Florida municipal corporation (“TOWN”), with an address at 10720 Caribbean Boulevard, Suite 105 Cutler Bay, Florida 33189

WITNESSETH:

WHEREAS, the TOWN of Cutler Bay (the “TOWN”) previously entered into an agreement with Federal Property Registration Corporation (“FPRC”) to provide electronic registration services for vacant properties to the Town (*Exhibit 1*); and

WHEREAS, the TOWN’s previous agreement with FPRC expired on February 19, 2012; and

WHEREAS, the TOWN and FPRC have been operating under the same terms and conditions of the previous agreement on the monthly basis; and

WHEREAS, FPRC has since changed its name and assigned its interest in the agreement to Community Champions Corporation (“CChampions”); and

WHEREAS, the TOWN desires to enter into this Agreement with CCHAMPIONS in order to provide services authorized pursuant to Town Ordinance No. 10-14 (*Exhibit 2*), (which may be amended from time to time, to register vacant, abandoned properties subject to the foreclosure process (herein after the “Properties”) so that the TOWN can properly address violations of the TOWN’s property maintenance codes, and

WHEREAS, CCHAMPIONS will continue to provide an electronic registration process that is cost-free and revenue-generating for the TOWN.

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

1. CCHAMPIONS RESPONSIBILITIES.

- A. CCHAMPIONS will cite the TOWN’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 any other legal means. CCHAMPIONS will electronically provide for registration of the Properties in violation of applicable TOWN ordinances.

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- B. CCHAMPIONS will pay for all expenses related to registration of all the Properties, and all administrative costs and fees related thereto. CCHAMPIONS will investigate, report, and take corrective measures monthly to update property status of all the Properties electronically registered.
- C. CCHAMPIONS will charge a fee as directed by the TOWN to each entity required to register (“Registration Fee”). CCHAMPIONS shall collect the full amount of the Registration Fee and remit 50% of each Registration Fee to the TOWN in consideration of the services provided. CCHAMPIONS shall forward payment of the TOWN’s portion of the Registration Fee to the TOWN’s Finance Department no later than the 15th day of the following month during the term of this Agreement. If at some point Town law requires annual registration fees, then CCHAMPIONS shall be responsible for collection and remittal to the Town in the same amount and process described above.
- D. CCHAMPIONS agrees to provide a website for the registration of all the Properties in order to enable compliance with the TOWN’s ordinances. The website will direct registrants to the TOWN’s website, and further direct traffic, via a hyperlink, to www.VacantRegistry.com. The website found at www.VacantRegistry.com will automatically allow lenders and/or responsible parties to comply with the TOWN’s Property Registration Code.
- E. CCHAMPIONS will execute the TOWN’s website Link agreement and meet all TOWN IT security and anti-viral requirements.
- F. CCHAMPIONS responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION:

- A. CCHAMPIONS shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with CCHAMPIONS's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the CCHAMPIONS and third parties made for work, services or materials required under or related to this Agreement.

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CCHAMPIONS shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with CCHAMPIONS's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement.

3. TERM.

This Agreement will terminate two (2) years from the Effective Date. In addition, the parties may agree to renew this Agreement for an additional three (3) - one (1) year term(s) through the execution of a written amendment to this Agreement signed by both parties. The Town Manager has the authority to execute such extensions without further Town Council approval.

4. TERMINATION.

The Town Manager, without cause, may terminate this Agreement upon five (5) days written notice to CCHAMPIONS, or immediately with cause.

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. TOWN Ordinance No. 10-14, dated November 17, 2010;

6. INSURANCE.

CCHAMPIONS shall provide and maintain in force at all times during the Agreement with the TOWN, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance and Errors and Omissions Insurance, which shall be underwritten by a firm qualified to do business in the State of Florida.

- A. Workers' Compensation Statutory limits with \$1,000,000.00 Employers Liability.
- B. Commercial General Liability Insurance with limits of no less than \$1,000,000.00 and general aggregate in the amount of \$2,000,000.00.

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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 TOWN the indemnification specified herein.
- E. A Certificate of Insurance acceptable to the TOWN shall be provided listing the above coverages and providing 30 days prior written notice to the TOWN in the case of cancellation. The TOWN 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 TOWN's Risk Management Department at the time CCHAMPIONS executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS.

All information collected by CCHAMPIONS from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the TOWN, and shall be provided to TOWN upon request. CCHAMPIONS shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CCHAMPIONS's endeavors.

8. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.

- A. TOWN shall have the right to audit the books, records and accounts of CCHAMPIONS that are related to this Agreement. CHAMPIONS shall keep, in digital or hard copy format, whichever format CCHAMPIONS so chooses, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CCHAMPIONS shall preserve and make available, at reasonable times for examination and audit by the TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida

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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 CCHAMPIONS is notified in writing by the TOWN of the need to extend the retention period. Retention of such records and documents shall be at CCHAMPIONS'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 TOWN to be applicable to CCHAMPIONS' records, CCHAMPIONS shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CCHAMPIONS. In addition, CCHAMPIONS agrees to comply specifically with the provisions of section 119.0701, F.S.

- B. In addition, for a period of six (6) months following the termination of this Agreement, CCHAMPIONS shall respond to the reasonable inquiries of any successor companies and allow successor companies to receive information in digital or hard copy format, whichever format CCHAMPIONS 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 CCHAMPIONS is an independent contractor under this Agreement and not the TOWN'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. CCHAMPIONS shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CCHAMPIONS' activities and responsibilities hereunder. CCHAMPIONS agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it makes 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 CCHAMPIONS and the TOWN and the TOWN will not be liable for any obligation incurred by CCHAMPIONS, including but not limited to unpaid minimum wages and/or overtime premiums.

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10. NOTICES.

Whenever any party desires to give notice to 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, CCHAMPIONS and the TOWN designate the following as the respective places for giving of notice:

TOWN: Town of Cutler Bay
Attention: Sandra Aronoff, Building & Code Compliance Director
10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189

Copy To: Community Champions Corporation
Attention: Thomas R. Darnell, Vice President
6767 N. Wickham Road, Suite 500
Melbourne, Florida 32940
Telephone: (321) 421-6639
Fax: (321) 396-7776

11. ASSIGNMENT.

CCHAMPIONS shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of the Town Manager. Any such assignment without prior approval shall be void ab initio.

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. 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.

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14. LAWS AND ORDINANCES.

CCHAMPIONS shall observe all laws and ordinances of the TOWN, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

15. EQUAL EMPLOYMENT OPPORTUNITY.

In the performance of this Agreement, CCHAMPIONS 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.

16. WAIVER.

Any failure by TOWN to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and TOWN may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

17. 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.

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida with venue lying in a competent court of jurisdiction in Miami-Dade County, Florida.

19. 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.

20. ENTIRE AGREEMENT.

This Agreement represents the entire and integrated agreement between the TOWN and the CCHAMPIONS and supersedes all prior negotiations, representations or agreements, either written or oral.

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

TOWN OF CUTLER BAY

CONTRACTOR

By: _____
Rafael G. Casals
Town Manager

By: _____
Print Name & Title

Date: _____

Date: _____

Attest: _____
Jacqueline N. Wilson
Town Clerk

Approved as to Form and Legal Sufficiency:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

[SPACE LEFT INTENTIONALLY BLANK]

**AGREEMENT BETWEEN THE TOWN OF CUTLER BAY
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EXHIBIT 1

Agreement between Town of Cutler Bay and Federal Property Registration Corporation

COPY DAVEY ET
+ SANDRA
+ BRIAN
COPY

FEDERAL PROPERTY REGISTRATION CORP.
6767 N. Wickham Rd, Suite 400
Melbourne, FL 32940

AGREEMENT

This Agreement, by and between the Town of Cutler Bay (the "Town") and Federal Property Registration Corp. (FPRC), by and through its authorized representative, hereby consent, contract and agree as follows:

RECITALS

The county has been caught up in the national foreclosure crisis.

1. Because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the codes of the Town, the care of neglected lawns and exterior maintenance of structures are straining governmental budgets to a point where they are unable to deal with such problems.

2. FPRC can assist the Town to physically and financially relieve it of the financial and labor burdens associated with properties that are in violation of its codes and property maintenance needs by providing an electronic registration of neglected, vacant, abandoned and foreclosed property (hereinafter "foreclosed property").

3. FPRC can also relieve the Town from costs and burdens of the registration requirements of complying with its Town Ordinance 08-16 by

providing an electronic registration process that is cost-free revenue-generating to the Town.

FPRC RESPONSIBILITIES

Good and valuable consideration for this Agreement are the mutual covenants, responsibilities and duties of the parties to this Agreement, the sufficiency of which is hereby acknowledged, and Town and FPRC covenant and agree as follows:

1. FPRC will cite the Town Ordinance 08-16 to mortgagees and assist the Town in the enforcement of the provisions of that ordinance. Specifically, FPRC shall proactively contact those mortgagees 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.
2. FPRC shall provide for electronic registration of foreclosed properties.
3. FPRC shall pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto.
4. FPRC shall investigate, report, or take corrective measures monthly to update property status of all foreclosed property electronically registered and in compliance of Town Ordinance 08-16.

5. FPRC shall charge a fee of \$150.00 per applicant to register all mortgagees who comply with Ordinance, of which \$75.00 per applicant shall be paid to the Town, for the above services.

6. FPRC agrees to provide a website for the registration of each foreclosed property, enabling compliance of Town Ordinance 08-16, which shall direct registrants to the Town's website at <http://www.cutlerbay-fl.gov/> and further direct traffic via a hyperlink to www.VacantRegistry.com. The website found at www.VacantRegistry.com will automatically allow lenders and/or responsible parties to comply with Town Codes, and enable FPRC to provide the services contemplated under this Agreement. Lastly, FPRC, will execute the Town's website link agreement and meet all Town IT, security, and anti-viral requirements.

By signing this Agreement, Town and FPRC contractually covenant and agree to the terms and conditions set forth above furthermore, Town will designate and authorize an employee/representative of Town to sign any documents necessary to require and authorize all lending institutions and lenders to pay FPRC directly for the electronic registration fees and services they provide, and for distribution of a portion of the fee back to Town.

ADDITIONAL AGREEMENT PROVISIONS

1. TERM OF CONTRACT:

This Agreement will terminate one (1) year from the date it is last signed by either Town or FPRC. In addition, this Agreement will automatically be renewed for one (1) year unless cancelled by either party or unless the items of the terms of this Agreement are mutually renegotiated and ratified.

2. TERMINATION

The Town may, at its sole discretion terminate this Agreement for any reason whatsoever, or no reason at all, upon thirty (30) days prior written notice to the other party (the "Termination Date"). In the event of such termination, all fees and/or costs due and owing to the Town shall be prorated up to the Termination Date.

3. SURVIVAL OF PROVISIONS

Any terms or conditions of either this agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

4. POLICY OF NON-DISCRIMINATION

FRPC shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital

status, national origin, physical or mental disability in the performance of work under this Agreement.

5. INDEPENDENT CONTRACTOR

FRPC is an independent contractor under this Agreement. Personal services provided by FRPC shall be by employees of FRPC and subject to supervision by FRPC, and not as officers, employees, or agents of the Town, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of FRPC.

6. ASSIGNMENT; AMENDMENTS

This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by FRPC, without the prior written consent of the Town. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

7. INDEMNIFICATION/HOLD HARMLESS

FRPC shall indemnify and hold harmless the Town, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FRPC

and/or any sub-consultants and other persons employed or utilized by the FRPC in the performance of this Agreement. FRPC's obligation under this paragraph shall not be limited in any way by the agreed upon contract price, or the FRPC's limit of, or lack of, sufficient insurance protection. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the FRPC and/or any sub-consultants under worker's compensation acts, disability benefit acts, or other employee benefit acts.

8. INSURANCE

FRPC shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of FRPC's insurance and shall not contribute to FRPC'S insurance.

9. WAIVER OF JURY TRIAL

In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

10. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

11. SUB-CONSULTANTS

In the event FRPC requires the services of any sub-consultants or other professional associates in connection with services covered by the Agreement, FRPC must secure the prior written approval of the Town Manager. FRPC shall utilize his/her best efforts to utilize sub-consultants where principal place of business is located within the Town of Cutler Bay, Florida.

All services provided by the sub-consultants shall be pursuant to appropriate agreements between FRPC and the sub-consultants which shall contain provisions that preserve and protect the rights of the Town

and FRPC under this Agreement. Each sub-consultant agreement shall incorporate the terms of this Agreement, and shall include termination provisions that state that the agreements may be terminated. The Town shall not be responsible for termination expenses of any third parties.

Any subcontract with a sub-consultant shall afford to FRPC rights against the sub-consultant which correspond to those rights afforded to the Town against FRPC herein, including but not limited to those rights of termination as set forth herein.

No reimbursement shall be made to FRPC for any sub-consultants that have not been previously approved by the Town for use by FRPC.

12. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

13. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

14. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15. PUBLIC RECORDS LAW

FRPC shall abide by all public records law requirements set forth under Chapter 119, Florida Statutes, as applicable.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date above:

TOWN OF CUTLER BAY

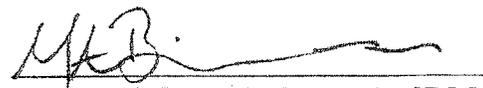
BY: 
STEVEN J. ALEXANDER
Town Manager

ATTEST:

ERIKA GONZALEZ-SANTAMARIA
Town Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE TOWN OF CUTLER BAY:


WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.
Town Attorney

 Sec
Date: 2/8/10
Jim Vreeland
Federal Property Registration Corp.
6767 N. Wickham Rd., STE 400
Melbourne, FL 32940



Consumer's Certificate of Exemption

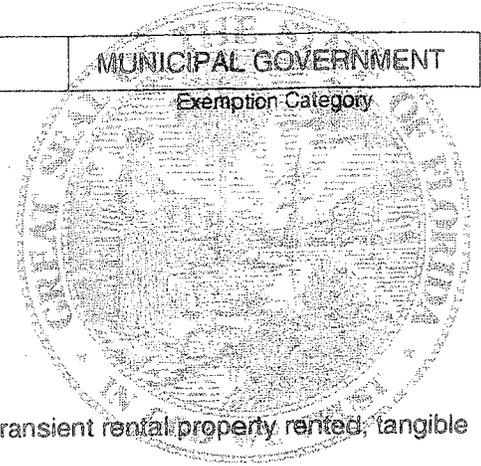
Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/05
06/30/06

85-8013595238C-5	04/12/2006	04/30/2011	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

TOWN OF CUTLER BAY
10720 CARIBBEAN BLVD STE 105
MIAMI FL 33189-1242



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.



KONICA MINOLTA

Application

The words you, and your refer to the applicant. The words we, us and our refer to Konica Minolta Business Solutions U.S.A., Inc. (Supplier)

KMBS INFORMATION

KMBS BRANCH Miami Branch REP NAME Lawrence Kirk PHONE

CUSTOMER INFORMATION

LEGAL COMPANY NAME Town Of Cutlar Bay ADDRESS 17020 Caribbean Blvd. #105 CITY Cutler Bay STATE FL ZIP 33189 PHONE 305-234-4262 FED. TAX I.D. # 02-0768791 CONTACT PERSON Steven Alexander E-MAIL ADDRESS salexander@cutlerbay-fl.gov TYPE OF BUSINESS Corporation Proprietorship Partnership STATE OF INCORPORATION FL # OF YEARS IN BUSINESS UNDER CURRENT OWNERSHIP 3 # OF EMPLOYEES 47 DESCRIPTION OF BUSINESS Municipality BILLING ADDRESS (IF DIFFERENT FROM ABOVE) N/A CITY STATE ZIP

LEASE INFORMATION (IF APPLICABLE)

DESCRIPTION OF PRODUCT PAYMENT AMOUNT PRODUCT COST LEASE TERM PURCHASE OPTION FMV \$1.00

PERSONAL DATA

NAME OF OWNER #1 TITLE NAME OF OWNER #2 TITLE ADDRESS CITY/STATE/ZIP ADDRESS CITY/STATE/ZIP SOCIAL SECURITY # DATE OF BIRTH OWNERSHIP % SOCIAL SECURITY # DATE OF BIRTH OWNERSHIP %

REFERENCE DATA

LIST PRESENT BANK(S) - PREVIOUS BANK IS REQUIRED IF APPLICANT HAS BEEN AT PRESENT BANK LESS THAN TWO YEARS PRESENT BANK OF APPLICANT Sunstate Bank BRANCH Cutler Bay PHONE 305-238-0925 NAME OF BANK OFFICER William A. Thiele ACCT. # 38000139 PREVIOUS OR SECOND BANK OF APPLICANT N/A BRANCH PHONE NAME OF BANK OFFICER ACCT. # TRADE REFERENCES NAME AND ADDRESS PHONE CONTACT 1. AT&T, PO Box 105262, Atlanta, GA 30348 2. FPL, General Mail Facility, Miami, FL 33188 3. Fuelman, PO Box 10580, Atlanta, GA 30348

Each individual signing below certifies that the information provided in this credit application is accurate and complete. Each individual signing below authorizes us or any assignee or funding source which may be utilized (collectively referred to as "Lenders") to obtain information from the references listed above and obtain a consumer credit report that will be ongoing and relate not only to the evaluation and/or extension of the business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time.

OWNER #1 - SIGNATURE SIGNER'S PRINTED NAME DATE

OWNER #2 - SIGNATURE SIGNER'S PRINTED NAME DATE

ECOA NOTICE (TO BE RETAINED BY APPLICANT)

Thank you for your business credit application. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain that statement, please contact us within 60 days from the date that you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days of your request for the statement. NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act.

IMPORTANT NEW CUSTOMER INFORMATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record identifying information on new customers. The personal data requested above will allow us to identify each person signing this application. We may also ask for copies of driver's licenses or other identifying documents.

**AGREEMENT BETWEEN THE TOWN OF CUTLER BAY
AND COMMUNITY CHAMPIONS CORPORATION**

EXHIBIT 2

Town Ordinance No. 10-14

ORDINANCE NO. 10-14

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 19 "RESPONSIBLE PROPERTY OWNER AND MERCHANT ACT" TO INCLUDE PROVISIONS RELATING TO THE REGISTRATION, MAINTENANCE AND SECURITY OF VACANT AND OCCUPIED REAL PROPERTY IN FORECLOSURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") recognizes an increase in the number of residential and non-residential vacant and abandoned properties located throughout the town; and

WHEREAS, the presence of vacant and abandoned properties can lead to a decline in property value, create attractive nuisances, and lead to general decrease in neighborhood and community aesthetic, and

WHEREAS, vacant and abandoned properties present a serious threat to the public health and safety of the community, and

WHEREAS, the presence of vacant and abandoned properties may discourage prospective buyers from purchasing real property within the town, and

WHEREAS, many vacant and abandoned properties are the responsibility of lenders and trustees who fail to adequately secure and maintain such properties, and

WHEREAS, the identification of properties at the earliest stages of distress upon notice of mortgage default provides the opportunity to protect properties and neighborhoods by addressing registration, maintenance and security issues prior to deterioration of property conditions and/or vacancy, and

WHEREAS, the town has a vested interest in protecting the town against the decay caused by vacant, abandoned and foreclosed or defaulted properties and concludes that it is in the best interest of the citizens and residents to impose registration requirements on such properties located within the town.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS:

Section 1. Findings. The foregoing "Whereas" clauses are hereby ratified and incorporated as the legislative intent of this ordinance.

Section 2. Amendment to Chapter 19 of the Town Code. The Town Council of the Town of Cutler Bay hereby amends Chapter 19 “Responsible Property Owner and Merchant Act” of the Town Code of Ordinances by amending Section 19-16 as follows:

Section 19-16. Abandoned and Foreclosed Real Property; Purpose and Intent.

It is the purpose and intent of the town to establish a process to address the amount of abandoned, foreclosed or distressed real property located within the town, which includes residential and non-residential property, whether vacant or occupied, about which a public notice of default, or an action to foreclose on a mortgage or similar instrument has been filed, is in any stage of foreclosure, or where ownership has been transferred to lender or mortgagee by any legal method. It is the town’s further intent to specifically establish an abandoned property program as a mechanism to protect residential neighborhoods as well as commercial, industrial and other non-residential areas, from becoming blighted through the lack of adequate maintenance and security of abandoned and foreclosed properties.

Section 19-16.1. 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, whether residential, non-residential, vacant or occupied, that 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 or occupied 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 real property, as defined herein, 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 loan, is sold at public sale to satisfy the debt if the borrower defaults.

Enforcement officer means any building official, zoning inspector, code enforcement officer, fire inspector or building inspector employed within the Town.

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.

Section 19-16.5. Registration of Abandoned Real Property.

(a) Any mortgagee who holds a mortgage on real property located within the town 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 town manager, or his or her designee, on forms provided by the town, which registration shall include an identification of the property as vacant (including showing evidence of vacancy). A registration is required for each vacant property.

(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 Real Property, and the mortgagee shall, within ten (10) days of that inspection, register the property with the town manager, or his or her designee, on forms provided by the town, or if the property is already registered, update the status of the property to either remove it from the registry or identify the property as vacant (including showing evidence of vacancy). A separate registration is required for each property.

(c) Regardless of whether the property is vacant or occupied, upon filing a notice of default, or an action to foreclose on a mortgage or similar instrument, the property shall be deemed an Abandoned Real Property, and if not currently registered with the town under this section, the mortgagee shall, within ten (10) days of that filing, register the property with the town manager, or his or her designee, on forms provided by the town. A separate registration is required for each property.

(d) Registration pursuant to this section shall contain the name of the mortgagee and any agents of the mortgagee related to the property, the direct mailing address, contact name and his/her telephone number, and facsimile number, and e-mail address of mortgagee and any agents, the folio number, the tax number, and the name and twenty-four (24) hour contact phone number of the property management company responsible for the security and maintenance of the property.

(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) A registration fee in the amount of \$150.00, per property, shall accompany the registration form(s).

(g) All properties, whether vacant or occupied, which are subject to this section shall remain under the registration requirement, inspection, security and maintenance standards

of this Section 19-16 as long as they remain vacant or subject to a notice of default or foreclosure proceeding, or until the property has been sold to a new property owner and occupied under the new ownership.

(h) Any person or corporation that has registered a property under this section must report any change of information contained in the registration in writing within ten (10) days of the change to the town manager or his or her designee.

Section 19-16.6. Maintenance Requirements.

(a) Properties subject to this section shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), abandoned vehicles, portable storage devices, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

(b) The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

(c) Front, side, and rear yards, including landscaping, shall be maintained in accordance with the Town's Code of Ordinances.

(d) Yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation. Acceptable maintenance of yards and/or landscaping shall not include weeds, gravel, broken concrete, asphalt or similar material.

(e) Maintenance shall include, but not be limited to, watering, irrigation, cutting, and mowing of required ground cover and/or landscape and removal of all trimmings.

(f) Pools and spas shall be maintained so that the water remains free and clear of pollutants and debris. Pools and spas shall comply with all requirements of the Town Code of Ordinances and Florida Building Code, as amended from time to time.

(g) Failure to properly maintain the property may result in a violation of the Town Code and issuance of a citation or Notice of Violation/Notice of Hearing by a Town Code Enforcement Officer to the mortgagee and/or property owner of record. Pursuant to a finding and determination by the Town's Special Magistrate, the town may take the necessary action to ensure compliance with this section.

Section 19-16.7. Security Requirements.

(a) Properties subject to this section 19-16 shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows shall be secured by reglazing of the window.

(c) If the property is owned by a corporation and/or mortgagee that is unable or unwilling to perform maintenance and inspections itself, a property management company shall be contracted to perform bi-weekly inspections to verify compliance with the requirements of this section, and any other applicable laws.

(d) The mortgagee shall inspect or have inspected the property on a bi-weekly basis to ensure that the property is in compliance with this section. Upon the request of town, the mortgagee shall provide a copy of the inspection reports to the code enforcement division.

(e) Failure to properly maintain the property may result in a violation of the Town Code and issuance of a citation or Notice of Violation/Notice of Hearing by a Town Code Enforcement Officer to the mortgagee and/or property owner of record. Pursuant to a finding and determination by the Town’s Special Magistrate, the Town may take the necessary action to ensure compliance with this section.

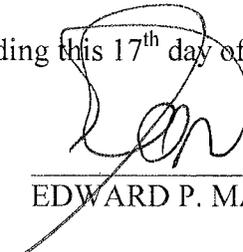
Section 3. **Severability.** If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 4. **Conflict.** All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this ordinance are repealed to the extent of such conflict.

Section 5. **Effective Date.** This ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 15th day of September, 2010.

PASSED AND ADOPTED on second reading this 17th day of November, 2010.



EDWARD P. MACDOUGALL, Mayor

Attest:



ESTHER B. COULSON
Town Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:



WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.
Town Attorney

Moved By: Councilmember Sochin
Seconded By: Councilmember Bell

FINAL VOTE AT ADOPTION:

Mayor Edward MacDougall	<u>Yes</u>
Council Member Mary Ann L. Mixon	<u>Yes</u>
Council Member Ernest Sochin	<u>Yes</u>
Council Member Peggy Bell	<u>Yes</u>