

**AGREEMENT BETWEEN**  
**THE CITY OF YORK, PENNSYLVANIA**  
**AND**  
**COMMUNITY CHAMPIONS**

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_ by and between Community Champions, a Florida Corporation, with offices at 6767 N. Wickham Rd., Suite 500, Melbourne, FL 32940 ("CCHAMPS"), and the City of York ("City") \_\_\_\_\_, a Pennsylvania City of the Third Class \_\_\_\_\_, with an address at 101 S. George St. York, PA 17401 \_\_\_\_\_ (the "City").

**WITNESSETH:**

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

**WHEREAS**, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the City Council adopted Ordinance No. \_\_28 of 2015 codified as Article 1730 \_\_\_\_\_, the \_\_\_\_\_ Foreclosure Property Registry and Maintenance \_\_\_\_\_ Ordinance (the "Ordinance"); and

**WHEREAS**, pursuant to the Ordinance the City desires to enter into this Agreement with CCHAMPS in order to provide services authorized pursuant to Article 1730 \_\_\_\_\_, to register vacant, abandoned, and foreclosed properties so that the City can properly address violations of the City's property maintenance codes (hereinafter "foreclosed property"); and

**WHEREAS**, CCHAMPS 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:

**1. CCHAMPS RESPONSIBILITIES.**

A. CCHAMPS 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. CCHAMPS will electronically provide for registration of foreclosed properties in violation of applicable City ordinances.

B. CCHAMPS will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. CCHAMPS 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. CCHAMPS will charge a fee as directed by the City to each Registrant to register all mortgagees who comply with Ordinance ("Registration Fee"). CCHAMPS shall retain \$100 of each collected registration fee and remit the balance to the City in consideration of the services provided. CCHAMPS 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. CCHAMPS 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.cchampions.com](http://www.cchampions.com). The website found at [www.cchampions.com](http://www.cchampions.com) will automatically allow lenders and/or responsible parties to comply with the City's Codes.

E. CCHAMPS will execute the City's website Link agreement and meet all City IT security, and antiviral requirements.

F. CCHAMPS shall provide training and administrative support to City personnel including the posting of notes to the database when received from City Code Compliance Officials.

G. CCHAMPS shall keep City advised of opportunities and programs for affordable housing home ownership programs and opportunities.

H. CCHAMPS will support integration to and from Code Enforcement's enforcement application and the Vacant Property Registry (VPR) application. Types of support would include property maintenance violations and inspections entered directly into the City's Enforcement application. From VPR to Code Enforcement updates would include registration information and responses to violations via VPR. Primary integration would be via web services but could be accomplished via other agreed upon means.

L CCHAMPS will enforce registry through adoption of City process allowing CCHAMPS to send violation notices on behalf of the City to responsible parties not complying with the City Foreclosure Registry ordinance.

## 2. Indemnification:

A. CCHAMPS shall indemnify and save harmless and defend the City, elected and appointed officials, agents 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 CCHAMPS, 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 CCHAMPS 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 CCHAMPS. 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. CCHAMPS will indemnify and hold City harmless for any negligent acts of CCHAMPS or for any violation of any intellectual property laws, contracts or statutes.



3. TERM. This Agreement will terminate two (2) year(s) from the date it is executed by the City. 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 days written notice. Upon termination by City, CCHAMPS 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 the Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

A. City Ordinance Article 1730 - Foreclosure Property Registry and Maintenance.

6. INSURANCE. CCHAMPS 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 of York the protection contained in the foregoing indemnification undertaken by CCHAMPS.

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 contractors 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 delivered to the City Clerk at the time CCHAMPS executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. All documents, records, files and other materials produced by CCHAMPS in connection with the services rendered pursuant to this Agreement shall be the property of the City, and shall be provided to City upon request. CCHAMPS shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CCHAMPS's endeavors. In the event of termination of this Agreement, any reports, records, applications, documents, forms, and other data and documents prepared by CCHAMPS whether finished or unfinished shall become the property of the City, and shall be delivered by CCHAMPS to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CCHAMPS shall be withheld until all documents are received as provided herein.



## 8. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.

A. City shall have the right to audit the books, records and accounts of CCHAMPS that are related to this Agreement. CCHAMPS shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CCHAMPS 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 CCHAMPS 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 CCHAMPS'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 CCHAMPS's records, CCHAMPS shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CCHAMPS. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

B. In addition, CCHAMPS shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, CCHAMPS shall provide a complete copy of all documents papers to the City, prior to any final payment, in accordance with this Agreement.

9. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CCHAMPS 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. CCHAMPS shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CCHAMPS's activities and responsibilities hereunder. CCHAMPS 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 CCHAMPS and the City and the City will not be liable for any obligation incurred by CCHAMPS, 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, CCHAMPS and the City designate the following as the respective places for giving of notice:

CITY: City of York  
101 South George Street  
P.O. Box 509  
York, PA 17405-0509

Attention: Mr. Shilvosky Buffaloe, Director Department of Economic & Community  
Development

CCHAMPS: David Mulberry, President/CEO  
6767 N. Wickham Road, Suite 500  
Melbourne, FL 32940

11. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CCHAMPS without the prior written consent of City. For purposes of this Agreement, any change of ownership of CCHAMPS shall constitute an assignment which requires City approval. However, 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. CONTINGENT FEES. The parties acknowledge that no party has been offered any contingency fee or any other monetary consideration to obtain 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. CCHAMPS 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, CCHAMPS 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 Commonwealth of Pennsylvania with venue lying in York County, Pennsylvania.

20. ENTIRE AGREEMENT. This Agreement represents the' entire and integrated agreement between the CITY and the CCHAMPS 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.

CITY OF YORK

By: \_\_\_\_\_ Date: \_\_\_\_\_  
C.Kim Bracey, Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Lambert, Controller

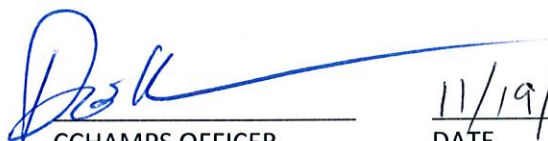
ATTEST:

\_\_\_\_\_  
Diana Thompson-Mitchell, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Jason Sabol, City Solicitor

COMMUNITY CHAMPIONS

 \_\_\_\_\_  
CCHAMPS OFFICER      11/19/2015  
DATE  
David Mulberry, President/CEO  
Printed Name of Officer