

**AGREEMENT BETWEEN
THE CITY OF LONG BEACH, NY
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this 3rd day of March, 2019 ("Effective Date") by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 ("PRC"), and the City of Long Beach, a New York municipal corporation, with an address at 1 West Chester Street, Long Beach, NY 11561 ("COMMUNITY").

WITNESSETH:

WHEREAS, pursuant to Ordinance #3024/18, duly adopted on September 4, 2018 and subsequently amended by Ordinance #3027/19, duly adopted on February 19, 2019 (the "Ordinance"), the City Council amended the COMMUNITY's Code of Ordinances to establish a defaulted mortgage registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties subject to a mortgage or properties subject to mortgages which are in default; and

WHEREAS, pursuant to the Ordinance the COMMUNITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register properties in which mortgage note holders are seeking to initiate foreclosure proceedings are have already initiated foreclosure proceedings (the "Properties"), so that the COMMUNITY can properly address violations of the COMMUNITY's property maintenance codes; and

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

WHEREAS, the City Council of the COMMUNITY unanimously authorized the City Manager of the City of Long Beach to enter into an agreement for mortgage-in-default registry services with PRC pursuant to Resolution No. 84/2018

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

1. PRC RESPONSIBILITIES.

- a. PRC will cite the COMMUNITY's Ordinance to mortgagees and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, or take title to real property via foreclosure or other legal means as outlined in Exhibit "A". PRC will electronically provide for registration of Properties in violation of Ordinance.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the COMMUNITY. PRC

**AGREEMENT BETWEEN
THE CITY OF LONG BEACH, NY
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.

- c. PRC will charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees who comply with the Ordinance. PRC shall retain one hundred dollars (\$100) of each collected Fee and remit the balance to the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions.
- d. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the COMMUNITY's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the COMMUNITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the COMMUNITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the COMMUNITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY COMMUNITY.** COMMUNITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by COMMUNITY to timely respond to a public records request. PRC will provide any and all documents that the City deems necessary to respond to public requests on a timely basis and will cooperate to the fullest extent possible with the City in obtaining those documents.

**AGREEMENT BETWEEN
THE CITY OF LONG BEACH, NY
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

3. **TERM and TERMINATION.** This Agreement shall terminate three (3) years from the Effective Date with the option to renew for an additional three (3) years, in accordance with the original terms of the contract upon mutual agreement in writing.
 - a. **TERMINATION FOR DEFAULT.** In the event that either party (the “Defaulting Party”) shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
 - b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the COMMUNITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
 - a. COMMUNITY Ordinance No. 3024/18,
Entitled: “ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF LONG BEACH RE: HOUSING AND PROPERTY REHABILITATION AND CONSERVATION CODE: MORTGAGE-IN-DEFAULT REGISTRY.”,
dated: September 4, 2018.
 - b. COMMUNITY Ordinance No. 84/2018, entitled “Resolution Authorizing the City Manager to Enter into an Agreement for the Management of the Mortgage-in-Default Registry” dated September 20, 2018.
 - c. COMMUNITY Ordinance No. 3027/19,
Entitled: “ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF LONG BEACH RE: HOUSING AND PROPERTY REHABILITATION AND CONSERVATION CODE: MORTGAGE-IN-DEFAULT REGISTRY,”
Dated: February 19, 2019.
5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure COMMUNITY the indemnification specified herein. PRC shall cause their insurer to name the “City of Long Beach” as an additional insured on their insurance policy.

**AGREEMENT BETWEEN
THE CITY OF LONG BEACH, NY
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the COMMUNITY, and shall be provided to COMMUNITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the COMMUNITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the COMMUNITY on business days only and during normal working hours. PRC shall comply with the New York State Freedom of Information Law (NYS Public Officers' Law, Article 6).
8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery 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, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY: City of Long Beach
1 West Chester Street
Long Beach, New York
Attention: City Manager

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

**AGREEMENT BETWEEN
THE CITY OF LONG BEACH, NY
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10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** 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.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

11. **COMMUNITY DATA.** COMMUNITY acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the COMMUNITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the COMMUNITY. All registrations and fees received by the COMMUNITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the COMMUNITY is unable to provide the agreed upon digital file then the COMMUNITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the COMMUNITY agrees to compensate PRC five dollars (\$5.00) per property.
12. **PUBLICITY.** PRC may include COMMUNITY's name and general case study information within PRC's marketing materials and website with the permission of the COMMUNITY, in writing, to be decided at the COMMUNITY's sole discretion.
13. **COMMUNITY LOGO.** COMMUNITY shall provide the COMMUNITY's logo to PRC for the purposes as set forth in 1(a).
14. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
15. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
16. **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.

**AGREEMENT BETWEEN
THE CITY OF LONG BEACH, NY
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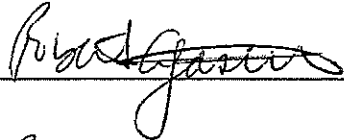
17. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the COMMUNITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
18. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
19. **WAIVER.** Any failure by COMMUNITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and COMMUNITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
20. **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.
21. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York with venue lying in Nassau County, New York.
22. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the COMMUNITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

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

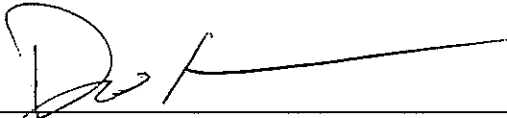
CITY OF LONG BEACH, NY



Date: 3/3/19

Robert Agostosi, Acting City Manager
Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC



Date: 2/28/2018

David Mulberry, President/CEO

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

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Exhibit "A"

Ordinance No. 3024/18 amended by 3027/19:

Foreclosure:

Registration Fee	\$500
Late Fee	N/A
Registration Triggers	- Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant - REO ⁱⁱⁱ , Occupied or Vacant
Renewal	12 months
Org Exemptions	VA, HUD, USDA per PRC policy
Property Exemptions	N/A
Effective Date for all registration purposes	2/19/2019

ⁱ NOD – Notice of Default

ⁱⁱ LP – Lis Pendens

ⁱⁱⁱ REO – Real Estate Owned

PRC:  COMMUNITY: 