

**AGREEMENT BETWEEN
THE CITY OF LAKE WORTH BEACH, FLORIDA
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ____ day of _____, 20____ (“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 Lake Worth Beach, a Florida municipal corporation, with an address at 7 North Dixie Highway, Lake Worth Beach, FL 33460 (“**COMMUNITY**”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties, the **COMMUNITY** adopted a Property Registration Ordinance No. 2010-14 as amended by Ordinance 2014-16, and most recently by resolution no. 04-2020 (collectively the “Ordinance”), to address issues related to the care of neglected lawns and exterior maintenance of structures which is a health and welfare issue in the **COMMUNITY**; 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 vacant, abandoned, and foreclosed properties (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**.

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/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the Key Policy Requirements as outlined in **Exhibit “A”**, which may be amended from time to time. **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**, as well as utility data and any other data available to **PRC**. **PRC** 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 and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) 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 Agreement, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county.
- 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 agrees to provide courtesy renewal reminder notices to the Registrant for each renewal period after the Registrant has registered. Said notices shall be sent no sooner than thirty (30) days prior to the renewal date but no later than thirty (30) days after the renewal date. Failure to provide the notice does not relieve the Registrant of the duty to pay.
- g. PRC's 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, 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. Nothing contained herein shall be construed or interpreted as consent by the COMMUNITY to be sued, nor as a waiver of sovereign immunity beyond the limits provided in section 768.28, Florida Statutes.
- 3. **TERM AND TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.
 - 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.
 - c. **TERMINATION WITHOUT CAUSE.** Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.
- 4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as **Exhibit “A”** to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference. These documents may be amended from time to time, said amendments to be incorporated herein.
 - a. COMMUNITY Ordinance No. 2010-14 requirement
 - b. COMMUNITY Ordinance No. 2014-16 requirements
 - c. COMMUNITY Resolution no. 04-2020 requirements
- 5. **INSURANCE.** Prior to commencing any services, PRC shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the COMMUNITY and the PRC. All such insurance policies may not be modified or terminated without the express written authorization of the COMMUNITY.

Type of Coverage	Amount of Coverage
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and excess liability policies will name the COMMUNITY as an additional insured and proof of all insurance coverage shall be furnished to the COMMUNITY by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the PRC has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve PRC of its liability and obligations under this Agreement.

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 (3) years 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 all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.
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 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, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY: City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460
Telephone No. (561) 586-1639
Attention: City Manager

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

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. **ORDINANCE VIOLATION DATA.** Whenever the COMMUNITY becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement,

the Community shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.

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.
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. **DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements

reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

22. **PUBLIC ENTITY CRIMES.** PRC acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The PRC will advise the COMMUNITY immediately if it becomes aware of any violation of this statute.
23. **PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the PRC acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The PRC has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
24. **PUBLIC RECORDS.** The PRC shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the COMMUNITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - (a) Keep and maintain public records required by the COMMUNITY to perform the service.
 - (b) Upon request from the COMMUNITY's custodian of public records or designee, provide the COMMUNITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the PRC does not transfer the records to the COMMUNITY.
 - (d) Upon completion of this Agreement, transfer, at no cost, to the COMMUNITY all public records in possession of the PRC or keep and maintain public records required by the COMMUNITY to perform the service. If the PRC transfers all public records to the COMMUNITY upon completion of the Agreement, the PRC shall destroy any

duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the PRC keeps and maintains public records upon completion of the Agreement, the PRC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COMMUNITY, upon request from the COMMUNITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the COMMUNITY.

IF THE PRC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PRC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: DEBBIE ANDREA, AT (561) 586-1662, DANDREA@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

25. SCRUTINIZED COMPANIES.

The PRC certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the COMMUNITY may immediately terminate this Agreement at its sole option if the PRC or any of its subcontractors are found to have submitted a false certification; or if the PRC or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

If this Agreement is for one million dollars or more, the PRC certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the COMMUNITY may immediately terminate this Agreement at its sole option if the PRC, or any of its subcontractors are found to have submitted a false certification; or if the PRC or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

The PRC agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

The PRC agrees that the certifications in this section shall be effective and relied upon by the COMMUNITY for the term of this Agreement, including any and all renewals. The PRC agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the PRC shall immediately notify the COMMUNITY of the same. As

provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

26. **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.
27. **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.]

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

PROPERTY REGISTRATION CHAMPIONS, LLC

[Corporate Seal]


David Mulberry, President/CIO
Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 5 day of March, 2020, by David Mulberry, who was physically present, as President/CIO (title), of Property Registration Champions, LLC, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following N/A as identification.

Notary Public





Print Name: Rachel Jansen
My commission expires: February 11, 2022

Exhibit “A”
Key Policy Requirements

Foreclosure Improved and Unimproved Properties:

Resolution No. 04-2020

Registration Fee	Initial registration \$200 1 st renewal (second year) \$300 2 nd renewal (third year) \$400 3 rd renewal (fourth year) \$500 4 th renewal (fifth year) \$600 5 th and all subsequent renewals (sixth year plus) \$750
Resolution Implementation Type	Hybrid ⁱ
Resolution Effective Date	2/5/2020

Ordinance No. 2014-16

Registration Fee	Improved Properties - \$200 Unimproved Properties - \$150
Late Fee	N/A
Registration Triggers	- Pre-Filing (default) ⁱⁱ , Occupied or Vacant - Post-Filing (NOD ⁱⁱⁱ /LP ^{iv}), Occupied or Vacant - REO ^v , Occupied or Vacant
Renewal	12 months
Org Exemptions	VA, HUD, USDA, HOAs
Property Exemptions	N/A
Refund Policy	All applied property registration payments are final, no refunds will be provided
OMT Update	Report change of info within 10 days
Amendment Implementation Type	Hybrid
Amendment Effective Date	05/06/2014

Ordinance No. 2010-14

Registration Fee	\$150
Late Fee	N/A
Registration Triggers	- Pre-Filing (default), Occupied or Vacant - Post-Filing (NOD/LP), Occupied or Vacant - REO, Occupied or Vacant
Renewal	12 months
Org Exemptions	VA, HUD, USDA, HOAs
Property Exemptions	N/A
Refund Policy	All applied property registration payments are final, no refunds will be provided
OMT Update	Report change of info within 10 days
Start Date for Registrations	09/07/2010

Private Owner Vacant Improved and Unimproved Properties:

Resolution No. 04-2020

Registration Fee	Initial registration \$200 1 st renewal (second year) \$300 2 nd renewal (third year) \$400 3 rd renewal (fourth year) \$500 4 th renewal (fifth year) \$600 5 th and all subsequent renewals (sixth year plus) \$750
Resolution Implementation Type	Hybrid
Resolution Effective Date	2/5/2020

Ordinance No. 2014-16

Registration Fee	Improved Properties - \$200 Unimproved Properties - \$150
Late Fee	N/A
Registration Triggers	Vacant/Private Owner
Renewal	12 months
Org Exemptions	N/A
Property Exemptions	N/A

Refund Policy	All applied property registration payments are final, no refunds will be provided)
OMT Change	New OMT is required to re-register the property and pay registration fee
Amendment Implementation Type	Hybrid
Amendment Effective Date	05/06/2014

Ordinance No. 2010-14

Registration Fee	\$150
Late Fee	N/A
Registration Triggers	V ⁱ nt/Private Owner
Renewal	12 months
Org Exemptions	N/A
Property Exemptions	N/A
Refund Policy	All applied property registration payments are final, no refunds will be provided
OMT Change	New OMT is required to re-register the property and pay registration fee
Start Date for Registrations	09/07/2010

ⁱ Hybrid – This amendment will apply to any unpaid period that is active within its renewal cycle on the amendment effective date plus all new periods.

ⁱⁱ Pre-filing(default) - captures the time period during which the terms of the mortgage are not being complied with but before a notice of default or a lis pendens is filed.

ⁱⁱⁱ NOD – Notice of Default

^{iv} LP – Lis Pendens

^v REO – Real Estate Owned