

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ____ day of _____, 2020 (“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 Village of Orland Park, an Illinois home rule municipal corporation, with its principal office address at 14700 Ravinia Avenue, Orland Park, IL 60462 (“**VILLAGE**”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration provisions of the Village Code (Title 5, Chapter 9, Sections 5-9-1 through 5-9-13, (the “Code”) the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the VILLAGE; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the VILLAGE adopted the Code Sections cited above; and

WHEREAS, pursuant to the Code the VILLAGE desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Code, to register vacant, abandoned, and foreclosed properties (the “Properties”), so that the VILLAGE can properly address violations of the VILLAGE’s property maintenance Sections of the Code; and

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

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 VILLAGE’s Code 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”. PRC will electronically provide for registration of Properties in violation of Code Section 5-9-5.
- 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 VILLAGE, as well as utility data and any other data available to PRC. PRC will

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

- c. PRC will charge a fee ("Fee") as directed by the VILLAGE to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Code. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the VILLAGE. PRC shall forward payment of the VILLAGE's portion of the Fee to the VILLAGE'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. 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 VILLAGE's Code 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 VILLAGE pursuant to the monthly remittance schedule. All fees related shall be taken out of the VILLAGE'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 VILLAGE's Code and 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 VILLAGE's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

INDEMNIFICATION BY PRC. PRC shall defend, indemnify, and hold harmless the VILLAGE 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.

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.

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- 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 VILLAGE 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 BY VILLAGE FOR CONVENIENCE.** The VILLAGE may, in its sole discretion, terminate this Agreement upon not less than thirty (30) days written notice to PRC with payment due PRC up to the date of termination promptly paid by the VILLAGE.
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. Key Policy Requirements
 - b. VILLAGE Code Section Nos. 5-9-1 through 5-9-13, entitled “REGISTRATION OF FORECLOSING MORTGAGE PROPERTY”, effective October 5, 2020.
5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance (with a Certificate of Insurance naming the VILLAGE as an additional insured on a primary non-contributory basis) limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure VILLAGE the indemnification specified herein. In addition, PRC shall provide Liability Insurance in accordance with the standard “INSURANCE REQUIREMENTS” set forth in Exhibit “B” attached hereto and made a part hereof.
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 VILLAGE, and shall be provided to VILLAGE 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.

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7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall electronically 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 VILLAGE on reasonable advanced, written notice. The audit shall be conducted at the premises of the VILLAGE on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements, as well as the Illinois Freedom of Information Act (5 ILCS 140). Copies of such records shall be supplied to the VILLAGE annually during the term of this Agreement and within thirty (30) days following termination of this Agreement.
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 VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Keith Pekau, Village President
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462
Telephone No. (708)403-6100

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

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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. CODE VIOLATION DATA. Whenever the VILLAGE becomes aware of one or more Code violations upon a property registered pursuant to this Agreement, the VILLAGE 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.

12. PUBLICITY. PRC may include VILLAGE's name and general case study information within PRC's marketing materials and website.

13. VILLAGE LOGO. VILLAGE shall provide the VILLAGE'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 VILLAGE, 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

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any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

19. **WAIVER.** Any failure by VILLAGE to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and VILLAGE 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 Illinois with venue lying in Cook County, Illinois.
22. **CONTINGENCY.** This Agreement is contingent upon the ordinance amending the VILLAGE Code being passed by the VILLAGE within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance and Code provisions then PRC can declare this Agreement null and void without any further demands by the VILLAGE.
23. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the VILLAGE and the PRC 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.

**VILLAGE OF ORLAND PARK, ILLINOIS,
an Illinois home rule municipal corporation**

By: _____

Date:_____

Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

By: _____
David Mulberry, President/CIO

Date:_____

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

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Exhibit “A”**

Key Policy Requirements

Foreclosure:

Code Section Nos. 5-9-1 through 5-9-13

Registration Fee	\$300
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	- Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant - REO ⁱⁱⁱ , Occupied or Vacant
Renewal	6 months
Org Exemptions	Governmental entities and HOAs
Property Exemptions	N/A
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Transfer	Report change of info within 10 days. Transferee is responsible for any and all previous unpaid fees, fines, and penalties.
Effective Date for Registrations	

ⁱ NOD – Notice of Default

ⁱⁱ LP – Lis Pendens

ⁱⁱⁱ REO – Real Estate Owned

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Exhibit "B"
INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$5,000,000 – Each Occurrence

\$5,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the successful Bidder, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the successful Bidder, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the successful Bidder's obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS ____ DAY OF _____, 2019

Signature

Printed Name & Title

Authorized to execute agreements for:

Name of Company