

**AGREEMENT BETWEEN  
CITY OF RIVIERA BEACH  
AND  
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this \_\_\_ day of \_\_\_\_\_, 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 CITY of Riviera Beach, Florida, (hereinafter referred to as “CITY”), a Florida municipal corporation, organized and existing in accordance with the laws of the State of Florida, whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404.

**WITNESSETH:**

**WHEREAS**, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance 4024, (the “Ordinance”) 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 adopted the Ordinance; and

**WHEREAS**, pursuant to the Ordinance the CITY 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 CITY can properly address violations of the CITY’s property maintenance codes; and

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

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**1. PRC RESPONSIBILITIES.**

- a. PRC will cite the CITY’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. 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 CITY. PRC will

**AGREEMENT BETWEEN  
CITY OF RIVIERA BEACH  
AND  
PROPERTY REGISTRATION CHAMPIONS, LLC**

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 CITY 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 CITY. PRC shall forward payment of the CITY's portion of the Fee to the CITY'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 CITY'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 CITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the CITY'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 CITY's ordinances. The website will direct Registrants to a hyperlink, [www.PROCHAMPS.com](http://www.PROCHAMPS.com). The website found at [www.PROCHAMPS.com](http://www.PROCHAMPS.com) will automatically allow lenders and/or responsible parties to comply with the CITY'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 CITY 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 CITY.** CITY 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 CITY to timely respond to a public records request.

3. **TERM and TERMINATION.** This Agreement shall terminate three (3) years from the Effective Date. This Agreement may be extended with a renewal option for one (1) additional consecutive twenty-four (24) month period. The option for renewal will be exercised only upon written agreement and with original terms, conditions and unit prices adhered to with no

**AGREEMENT BETWEEN  
CITY OF RIVIERA BEACH  
AND  
PROPERTY REGISTRATION CHAMPIONS, LLC**

deviation, unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term. The City Manager is authorized to enter into renewal contracts on behalf of the CITY.

- 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 CITY 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. CITY Ordinance No. 4024,  
entitled “REGISTRATION OF FORECLOSED AND MORTGAGED REAL PROPERTY”,  
dated: July 17, 2013.
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 CITY the indemnification specified herein.
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 CITY, and shall be provided to CITY 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 CITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the CITY on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.

**AGREEMENT BETWEEN  
CITY OF RIVIERA BEACH  
AND  
PROPERTY REGISTRATION CHAMPIONS, LLC**

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 CITY designate the following as the respective places for giving of notice:

CITY:                   City of Riviera Beach  
600 West Blue Heron Blvd. \_  
Riviera Beach, Florida 33404  
Attention: Karen Hoskins, City Manager  
Telephone No. (561) 845-4010

PRC:                    David Mulberry, President/CEO  
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. **CITY DATA.** CITY 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 CITY will provide PRC a digital file, in format agreeable to PRC, containing

**AGREEMENT BETWEEN  
CITY OF RIVIERA BEACH  
AND  
PROPERTY REGISTRATION CHAMPIONS, LLC**

all of the information of all Properties registered by the CITY. All registrations and fees received by the CITY 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 CITY is unable to provide the agreed upon digital file then the CITY 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 CITY agrees to compensate PRC five dollars (\$5.00) per property.

12. **ORDINANCE VIOLATION DATA.** CITY shall provide PRC with all Ordinance violation data.
13. **PUBLICITY.** PRC may include CITY's name and general case study information within PRC's marketing materials and website.
14. **CITY LOGO.** CITY shall provide the CITY's logo to PRC for the purposes as set forth in 1(a).
15. **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.
16. **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.
17. **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.
18. **LAWS AND ORDINANCES.** PRC 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.
19. **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.
20. **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.

**AGREEMENT BETWEEN  
CITY OF RIVIERA BEACH  
AND  
PROPERTY REGISTRATION CHAMPIONS, LLC**

21. **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.
22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.
23. **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.
24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the CITY 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 provisions then PRC can declare this Agreement null and void without any further demands by the CITY.
25. **PUBLIC RECORDS:** Property Registration Champions, LLC, DBA PROCHAMPS shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the CITY to perform the service.
  - (b) Upon request from the CITY's custodian of public records or designee, provide the CITY 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 Contract and following completion of this Contract if the CONSULTANT does not transfer the records to the City.
  - (d) Upon completion of this Contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from

**AGREEMENT BETWEEN  
CITY OF RIVIERA BEACH  
AND  
PROPERTY REGISTRATION CHAMPIONS, LLC**

the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT CLAUDENE L. ANTHONY, CMC, CITY CLERK, TELEPHONE NUMBER 561-845-4090, EMAIL CITYCLERK@RIVIERABCH.COM, OFFICE OF THE CITY CLERK, 600 W. BLUE HERON BLVD. RIVIERA BEACH, FLORIDA 33404.**

26. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the CITY 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 caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

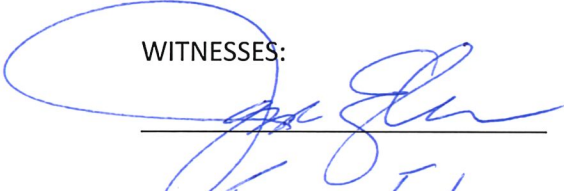
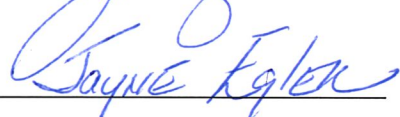
CITY OF RIVIERA BEACH


\_\_\_\_\_  
CLAUDENE L. ANTHONY  
MASTER MUNICIPAL CLERK  
CITY CLERK


By: \_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

WITNESSES:

PROPERTY REGISTRATION CHAMPIONS, LLC.

  
\_\_\_\_\_  
  
\_\_\_\_\_

By:   
\_\_\_\_\_  
DAVID MULBERRY  
PRESIDENT/CEO

BY:   
\_\_\_\_\_  
ANDREW DEGRAFFENREIDT  
CITY ATTORNEY  
DATE: 1/14/19.