THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2019-R-033

A RESOLUTION APPROVING AN AGREEMENT BETWEEN PROPERTY REGISTRATION CHAMPIONS, LLC AND THE VILLAGE OF TINLEY PARK PERTAINING TO FORECLOSURE REGISTRATION

JACOB C. VANDENBERG, PRESIDENT KRISTIN A. THIRION, VILLAGE CLERK

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Board of Trustees

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WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, believe that it is in the best interest of said Village of Tinley Park to approve and adopt the Foreclosed Property Registration Agreement between the Village and Property Registration Champs, LLC ("the Agreement) in substantially the same form as the Agreement attached hereto as Exhibit 1; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement be entered into with Property Registration Champs LLC, and that the Village President and or Village Manager is hereby authorized to execute said Amendment on behalf of the Village, with said Amendment to be substantially in the form attached hereto and made a part hereof as Exhibit 1, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 16th day of April, 2019.

AYES:

Pannitto, Berg, Brady, Curran

NAYS:

None

ABSENT:

Younker, Glotz

APPROVED THIS 16th day of April, 2019.

VILLAGE PRESIDENT

ATTEST:

This Agreement is made as of this 16 day of April 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 Village of Tinley Park, an Illinois municipal corporation, with an address at 16250 South Oak Park Ave., Tinley Park, IL 60477 ("COMMUNITY").

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance 2019-0-018 "Ordinance") the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the COMMUNITY; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the COMMUNITY adopted the Ordinance; 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 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; 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 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, in accordance with the Ordinance Requirements 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 I(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) 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. 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 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.

- 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.
- 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. 2019-0-018
 entitled "AN ORDINANCE CREATING TITILE IX CHAPTER 106 OF THR
 TINLEY PARK MUNICIPAL CODE ENTITLED " REGISTRATION OF
 DEFAULTED MORTGAGE PROPERTY.",
 dated: _ADT11 16. 2019_____.
- 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.
- 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 all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.

- 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: Village of Tinley Park 16250 S. Oak Park Avenue Tinley Park, IL 60477 Attention:

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.

- ORDINANCE VIOLATION DATA. COMMUNITY shall provide PRC with all Ordinance violation data.
- PUBLICITY. PRC may include COMMUNITY's name and general case study information within PRC's marketing materials and website.
- COMMUNITY LOGO. COMMUNITY shall provide the COMMUNITY'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 COMMUNITY, 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 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.
- 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 Illinois with venue lying in Cook County, Illinois.
- 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 COMMUNITY 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 COMMUNITY.
- 25. 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 affixed their hands and seals the day and year first above written.

VILLAGE OF TINLEY PARK, IL					
	Date:	April	16,	2019	
Jacob C. Vandenberg, Village President Name, Title					. 6

Date: 7/18/2019

PROPERTY REGISTRATION CHAMPIONS, LLC

Dayid Mulberry, President/CIO

Property Registration Champions, LLC

2725 Center Place Melbourne, FL 32940

Exhibit "A"

Ordinance Requirements

Ordinance No. 2019-O-018:

Foreclosure:

Registration Fee	\$300
Late Fee	recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	* Post-Filing (NOD'/LP'), Occupied or Vacant - Real Estate Owned (REO), Occupied or Vacant
Renewal	6 months
Org Exemptions	Government Agencies
Property Exemptions	
Effective Date for Registrations	April 16, 2019

^{&#}x27;NOD Notice of Default

PRC COMMUNITY: LC

[&]quot; LP Lis Pendens



CERTIFICATE OF LIABILITY INSURANCE

3/29/2020

7/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Lockton Companies PHONE (A/C, No. Ext): E-MAIL ADDRESS: 1185 Avenue of the Americas, Suite 2010 FAX (A/C, No): New York NY 10036 646-572-7300 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: ACE Property & Casualty Insurance Co 20699 INSURED INSURER B : Lloyds of London Property Registration Champions 1461671 **DBA Prochamps** INSURER C: Argonaut Insurance Company 19801 2725 Center Place, Ste 102 INSURER D : Melbourne FL 32940 INSURER E : INSURER F: COVERAGES **REVISION NUMBER: CERTIFICATE NUMBER:** 16221446 XXXXXXX THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE LIMITS POLICY NUMBER COMMERCIAL GENERAL LIABILITY X EACH OCCURRENCE DAMAGE TO RENTED D94762558 3/29/2019 3/29/2020 \$ 1,000,000 A CLAIMS-MADE OCCUR s 1,000,000 PREMISES (Ea occurrence) \$ 5,000 MED EXP (Any one person) PERSONAL & ADV INJURY s XXXXXXX GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 2,000,000 POLICY PRO-JECT \$ 2,000,000 PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY D94762558 3/29/2019 3/29/2020 \$ 1,000,000 ANY AUTO BODILY INJURY (Per person) S XXXXXXX OWNED SCHEDULED **BODILY INJURY (Per accident)** 5 XXXXXXX AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) X 5 XXXXXXX s XXXXXXX UMBRELLA LIAB X OCCUR N N D9476256A 3/29/2019 3/29/2020 EACH OCCURRENCE \$ 5,000,000 **EXCESS LIAB** AGGREGATE CLAIMS-MADE \$ 5,000,000 DED RETENTION \$ s XXXXXXXX WORKERS COMPENSATION NOT APPLICABLE STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT s XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXX If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ XXXXXXX Professional N N CT1137119 4/1/2019 4/1/2020 Limit: \$3,000,000 Liability/Cyber Crime ML 4243693-0 4/1/2019 4/1/2020 Limit: \$1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION 16221446 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE The Village of Tinley Park THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 16250 South Oak Park Ave. Tinley Park IL 60477 AUTHORIZED REPRESENTATIVE what a Calabrere

STATE OF ILLINOIS)	
COUNTY OF COOK)	SS
COUNTY OF WILL)	

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-033, "A RESOLUTION APPROVING AN AGREEMENT BETWEEN PROPERTY REGISTRATION CHAMPIONS, LLC AND THE VILLAGE OF TINLEY PARK PERTAINING TO FORECLOSURE REGISTRATION," which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of April, 2019.

KRISTIN A. THIRION, VILLAGE CLERK