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

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC Village Attorneys
200 W. Adams, Suite 2125, Chicago, IL 60606
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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:

VILLAGE CLERK
AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK, IL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC

This Agreement is made as of this [16] day of [Apr-4], 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-O-01B ("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 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.
AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK, IL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC

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.
AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK, IL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC

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:

dated: April 16, 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.

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
AGREEMENT BETWEEN  
THE VILLAGE OF TINLEY PARK, IL  
AND  
PROPERTY REGISTRATION CHAMPIONS, LLC  

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-employees 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
AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK, IL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC

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. COMMUNITY shall provide PRC with all Ordinance violation data.

13. PUBLICITY. PRC may include COMMUNITY’s name and general case study information within PRC’s marketing materials and website.

14. 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.]
AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK, IL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC

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

VILLAGE OF TINLEY PARK, IL

[Signature]

Date: April 16, 2019

Jacob C. Vandenberg, Village President
Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

[Signature]

Date: 7/18/2019

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

Ordinance Requirements

**Ordinance No. 2019-O-018:**

<table>
<thead>
<tr>
<th>Foreclosure:</th>
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<tbody>
<tr>
<td>Registration Fee</td>
<td>$300</td>
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<tr>
<td>Late Fee</td>
<td>recurring 10% of Registration and Renewal Fee every 30 days</td>
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<td>Registration Triggers</td>
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<td>Post-Filing (NOD/LP), Occupied or Vacant</td>
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<tr>
<td>Real Estate Owned (REO), Occupied or Vacant</td>
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<tr>
<td>Renewal</td>
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<tr>
<td>Exemptions</td>
<td>Government Agencies</td>
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<tr>
<td>Property Exemptions</td>
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<tr>
<td>Effective Date for Registrations</td>
<td>April 16, 2019</td>
</tr>
</tbody>
</table>

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1. NOD  Notice of Default
2. LP  Lis Pendens

PRC COMMUNITY:
CERTIFICATE OF LIABILITY INSURANCE

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) 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

Contact:
NAME: 1185 Avenue of the Americas, Suite 2010
Phone: New York NY 10036 646-572-7300
Fax:

INSURED: Property Registration Champions

DBA: Prochamps
2725 Center Place, Ste 102
Melbourne FL 32940

INSURER: ACE Property & Casualty Insurance Co.
NAIC# 20699

PRODUCER: Lockton Companies

CONTACT NAME: N/A
PHONE: N/A
FAX: N/A
E-MAIL: N/A

INSURER(S) AFFORDING COVERAGE

INSURER A: ACE Property & Casualty Insurance Co.
NAIC# 20699

INSURER B: Lloyd's of London

INSURER C: Argonaut Insurance Company
NAIC# 19801

COVERAGES

CERTIFICATE NUMBER: 16221446

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.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>$ 1,000,000</td>
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<tr>
<td>AUTOMOBILE LIABILITY</td>
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<tr>
<td>UMBRELLA LIABILITY</td>
<td>$ 5,000,000</td>
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<tr>
<td>EXCESS LIABILITY</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

16221446
The Village of Tinley Park
16250 South Oak Park Ave.
Tinley Park IL 60477

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael P. Calabrese

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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.

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KRISTIN A. THIRION, VILLAGE CLERK