

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM:

A resolution of the Village Council of the Village of Royal Palm Beach, Florida, authorizing publication of Village legal notices on a publicly accessible website as an alternative to newspaper publication; providing for notice of the use of such website for legal advertising purposes; providing for maintenance of a registry of persons desiring receipt of Village notices by first class mail or email; directing that a link to the notice website be conspicuously posted on the Village's website; providing an effective date; and for other purposes.

ISSUE:

Section 50.0311, *Florida Statutes* (2023), authorizes the use of a publicly accessible website hosted by the County as an alternative means of publishing notices and advertisements otherwise required to be published in newspapers of general circulation. Palm Beach County has designated a website accessible via the internet for the purpose of publication of legal notices and advertisements. Village staff finds that the cost of publishing legally required advertisements and public notices on Palm Beach County's publicly accessible website will be less than the cost of publishing advertisements and public notices in a printed newspaper. Residents within the Village of Royal Palm Beach, Florida have sufficient access to the internet (by broadband service as defined in s. 364.02 or through other means), such that publication of Village notices on Palm Beach County's publicly accessible website will not unreasonably restrict public access.

In order to implement the above, the statute requires that the Village:

- Create and publish annually a notice in the newspaper of general circulation with the specific information required by law;
- Establish and maintain a registry of names, addresses and email addresses of property owners and residents who opt out to directly receive notices via first-class mail or email. The Village will also need to send the legal notices to those that have opted out;
- Place a link to the Palm Beach County legal notices website on the Village's homepage;
- For all advertisements/notices published on the County site, the Village will need ensure all ads/notices are in searchable form and

- include a date the ad/notice was first published on the website;
and
- For public bid advertisements made by the Village on the County's website, the Village must include a method to accept electronic bids.

RECOMMENDED ACTION: Motion to Approve

Initiator	Village Manager Approval	Agenda Date	Village Council Action
Village Clerk		9/18/25	

RESOLUTION NO. 25-27

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, AUTHORIZING PUBLICATION OF VILLAGE LEGAL NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE AS AN ALTERNATIVE TO NEWSPAPER PUBLICATION; PROVIDING FOR NOTICE OF THE USE OF SUCH WEBSITE FOR LEGAL ADVERTISING PURPOSES; PROVIDING FOR MAINTENANCE OF A REGISTRY OF PERSONS DESIRING RECEIPT OF VILLAGE NOTICES BY FIRST CLASS MAIL OR EMAIL; DIRECTING THAT A LINK TO THE NOTICE WEBSITE BE CONSPICUOUSLY POSTED ON THE VILLAGE'S WEBSITE; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, Section 50.0311, *Florida Statutes* (2023), authorizes the use of a publicly accessible website hosted by the County as an alternative means of publishing notices and advertisements otherwise required to be published in newspapers of general circulation; and

WHEREAS, Palm Beach County has designated a website accessible via the internet for the purpose of publication of legal notices and advertisements; and

WHEREAS, Village staff finds that the cost of publishing legally required advertisements and public notices on Palm Beach County's publicly accessible website will be less than the cost of publishing advertisements and public notices in the printed newspaper; and

WHEREAS, the residents within the Village of Royal Palm Beach, Florida have sufficient access to the internet (by broadband service as defined in s. 364.02 or through other means), such that publication of Village notices on Palm Beach County's publicly accessible website will not unreasonably restrict public access; and

WHEREAS, the Village Council of the Village of Royal Palm Beach has hereby determined that the internet website publication of its legal notices and advertisements is in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, THAT:

Section 1: Legally required advertisements and public notices of the Village of Royal Palm Beach, Florida may be published on pbcfllegalnotices.com, Palm Beach County's publicly available website, in lieu of and as an alternative to publication in a newspaper.

Section 2: The appropriate staff of the Village of Royal Palm Beach, Florida shall provide notice at least once a year in a newspaper of general circulation indicating that property owners and residents may also receive legally required advertisements and public notices from the governmental agency by first-class mail or email.

Section 3: The Village of Royal Palm Beach, Florida shall maintain a registry of those

persons who have requested in writing that they receive legally required advertisements and public notices from the governmental agency by first-class mail or email.

Section 4: A link to the Village's advertisements and public notices which are published on pbcfllegalnotices.com shall be conspicuously placed on the Village's homepage at www.royalpalmbeachfl.gov.

PASSED AND ADOPTED THIS 18th DAY OF SEPTEMBER, 2025.

VILLAGE OF ROYAL PALM BEACH

Mayor Jeff Hmara
Village of Royal Palm Beach, FL

ATTEST:

Diane DiSanto, Village Clerk

Exhibit D
Governmental Agency Order
CivicPlus, LLC Publicly Accessible Website Agreement

This Order is between The Village of Royal Palm Beach (“Governmental Agency”) and CivicPlus, LLC (“Contractor” or “CivicPlus”) pursuant to CivicPlus, LLC’s Agreement with Palm Beach County. CivicPlus, LLC, affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by CivicPlus, LLC. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

Process Automation software license to be used to publish Legal Notices in accordance with HB7049 and Palm Beach County’s Interlocal Agreement.

The time period for this Order, unless otherwise extended or terminated by either party, is as follows: 1 Year from October 1, 2025.

The total fee for this Order is as follows: \$[6,000.00] (“Total Fee”), which is based on the Rates set forth in Exhibit B of the Agreement. The Total Fee shall be invoiced upon complete execution of this Order.

Governmental Agency shall pay CivicPlus, LLC, within forty-five (45) days after receipt of CivicPlus, LLC’s proper invoice.

Additional Terms:

- a. Form of Notice. Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes (“Notice Requirements”), as may be amended from time to time, relating to any Publications published on the Website. Governmental Agency will be solely responsible for compliance with the Notice Requirements.
- b. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Order, nothing herein is intended to serve as a waiver of sovereign immunity by Governmental Agency nor shall anything included herein be construed as consent by Governmental Agency to be sued by a third party in any matter arising out of this Order.
- c. Notices. Any Notices shall be provided in accordance with the “Notices” section of the Agreement at the address for CivicPlus, LLC, listed in the Agreement and the address for Governmental Agency listed in the Participation Agreement.
- d. Public Records. The provisions of Section 119.0701, Florida Statutes, are hereby incorporated as if fully set forth herein. Governmental Agency’s public records custodian is as follows:

Diane, DiSanto, Village Clerk
Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411.

Limitation of Liability.

a. CivicPlus' liability arising out of or related to this Order, will not exceed \$300,000, excluding any indemnification obligations set forth in Article 7 of the Agreement.

b. In no event will CivicPlus be liable to Governmental Agency for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Order.

c. The liabilities limited by Sections (a) and (b) above apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Governmental Agency is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Governmental Agency's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

d. Notwithstanding the foregoing, CivicPlus' liability arising out of or related to this Order for the gross negligence of CivicPlus shall not exceed the insurance limits available to CivicPlus at the time such claim is made.

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. CivicPlus warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. CivicPlus warrants to the Governmental Agency that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services

("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes content provided by the Governmental Agency ("Governmental Agency Content"). Governmental Agency shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable Order; (ii) adapt, alter, modify, or make derivative works based upon any CivicPlus Property; (iii) link to the CivicPlus Property software, including "framing" or "mirroring" any CivicPlus Property, in such a manner as to permit administrative access by third party entities other than Governmental Agency (Note: this does not preclude linking to the Website on any Governmental Agency website to permit public access to the Website); (iv) reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions, or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions, or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Order.

b. Provided Governmental Agency complies with the terms and conditions herein, CivicPlus hereby grants Governmental Agency a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective Order, for the term of the respective Order.

c. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center." CivicPlus does not provide paper copies of its Documentation. Governmental Agency and its Users are granted a limited license to access Documentation, download, and copy the Documentation as needed. Governmental Agency shall not make derivatives of the Documentation.

d. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Governmental Agency to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Governmental Agency hereunder constitute, collectively, the "Feedback"). Governmental Agency hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

e. Upon completion of the Initial Implementation and go-live date, Governmental Agency will assume full responsibility for Governmental Agency Content maintenance and administration. Governmental Agency, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content. Governmental Agency hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Governmental Agency Content as necessary to provide the Services. Governmental Agency represents and warrants that Governmental Agency owns all Governmental Agency Content or that Governmental Agency has permission from the rightful owner to use each of the elements of Governmental Agency Content; and that Governmental Agency has all rights necessary for CivicPlus to use the Governmental Agency Content in connection with providing the Services.

f. At any time during the term of the applicable Order, Governmental Agency will have the ability to download the Governmental Agency Content and export the Governmental

Agency data through the Services. Governmental Agency may request CivicPlus to perform the export of Governmental Agency data and provide the Governmental Agency data to Governmental Agency in a commonly used format at any time, for a fee to be quoted at time of request and approved by Governmental Agency. Upon termination of the applicable Order for any reason, whether or not Governmental Agency has retrieved or requested the Governmental Agency data, CivicPlus reserves the right to permanently and definitively delete the Governmental Agency Content and Governmental Agency data held in the Services thirty (30) days following termination of the applicable Order. During the thirty (30) day period following termination of the Order, regardless of the reason for its termination, Governmental Agency will not have access to the Services.

Responsibilities of the Parties.

a. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. Governmental Agency is responsible for all activity that occurs under Governmental Agency's accounts by or on behalf of Governmental Agency. Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for Governmental Agency content and data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

d. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Governmental Agency has selected to integrate any of its Services with.

e. Governmental Agency's use of the Services is subject to the Acceptable Use Policy set forth at <https://www.civicoptimize.civicplus.help/hc/en-us/articles/360046849654-Acceptable-Use-Policy>.

Data Security.

a. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy set forth at <https://www.civicplus.com/privacy-policy>. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Governmental Agency data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Governmental Agency; or (d) in compliance with our Privacy Policy, CivicPlus will not modify Governmental Agency data or disclose Governmental Agency data, unless specifically directed by Governmental Agency or compelled by law.

Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Governmental Agency authorization.

b. Governmental Agency acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Governmental Agency data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Governmental Agency's data.

c. CivicPlus may offer Governmental Agency the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Governmental Agency. In connection with any such third-party application agreed to by Governmental Agency, Governmental Agency acknowledges and agrees that CivicPlus may allow the third-party providers access to Governmental Agency data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Governmental Agency to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Governmental Agency's use of such third-party application provided that in no event shall any such separate agreement modify or prevail over any conflicting term in this Agreement.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order, effective as of the date the last party signs this Order.

Village of Royal Palm Beach, FL

ATTEST:

Signature

Print Name

____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Order as to form and legal sufficiency subject to execution by the Parties:

Governmental Agency Attorney

Contractor

Signature

Title

Print/Type Name

Exhibit E
Form Participation Agreement for Publication of Legal Notices
on County Designated Publicly Accessible Website

This Form Participation Agreement (“Participation Agreement”) is made and entered into by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and The Village of Royal Palm Beach, a local government existing under the laws of the State of Florida (“Local Government”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.

B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.

C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County’s designated publicly accessible website for certain required notices and advertisements.

D. Pursuant to Section 50.0311, Florida Statutes, County designated CivicPlus, LLC (“Website”) as County’s publicly accessible website for publication of notices and advertisements (“Publications”).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.
2. Designation of Website. County has entered into an agreement with Website (“Website Contract”) for Publications. At any time, upon at least ninety (90) days’ prior written notice to Local Government in accordance with the Notices section of this Participation Agreement, County may designate a different entity as County’s publicly accessible website pursuant to Section 50.0311, Florida Statutes. Any such new designation shall be automatically effective upon the date stated in County’s notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the “Website” for purposes of this Participation Agreement.
3. Utilization of Website. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by

Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it will not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. Term. The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. Compliance with Notice Requirements. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. County Actions are Ministerial. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County, and that any and all actions of County in conjunction with or relating to the designation of the Website for use by Local Government are, and shall be construed at all times as, purely ministerial acts.

7. Costs and Payment. Local Government is solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. Indemnification. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. Termination. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party. This Participation Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. In addition, if the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. Notices. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Palm Beach County Purchasing Department
Attn: Purchasing Director
50 South Military Trail
West Palm Beach, Florida 33415
asatchell@pbc.gov

FOR LOCAL GOVERNMENT:

Village of Royal Palm Beach
Attn: Raymond C. Liggins, Village Manager
1050 Royal Palm Beach
Royal Palm Beach, Florida 33411
Email: rliggins@royalpalmbeachfl.gov

12. Prior Agreements. This Participation Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All

commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. Assignment. Neither this Participation Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party.

14. Interpretation. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. Third-Party Beneficiaries. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. Representation of Authority. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. Counterparts and Multiple Originals. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement.

21. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Participation Agreement:
PALM BEACH COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through
its County Administrator, authorized to execute same by Board action on the _____ of
_____, 2025, and Local Government, signing by and
through its _____, duly authorized to execute same.

COUNTY

PALM BEACH COUNTY, by and
through its Board of County Commissioners

By: _____
Purchasing Director

_____ day of _____, 20__

Approved as to form by
Palm Beach County
Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
561.355.2225

By _____
Anne Helfant (Date)
Senior Assistant County Attorney

By _____
Archie Satchell (Date)
Chief Information Officer

SRW
Notice Website Form Participation Agreement

**FORM PARTICIPATION AGREEMENT FOR PUBLICATION OF LEGAL NOTICES
ON COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE**

LOCAL GOVERNMENT

VILLAGE OF ROYAL PALM BEACH

By: _____
Village Manager

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Participation Agreement as to form and legal
sufficiency subject to execution by the
Parties:

Village Attorney

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-100429-1

5/20/2025 3:20 PM

9/30/2025

Client:

Village of Royal Palm Beach, FL

Bill To:

ROYAL PALM BEACH VILLAGE, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Solomon Grover	7852224856	grover@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Legal Notices Submissions (powered by Process Automation)	Legal notice submissions through a simple form, that automates the process of posting legal notices online and the generation of an affidavit.
1.00	Legal Notices Public Display (powered by Municipal Websites – Evolve)	Legal notices will be posted on a templated website built specifically for legal notices, for easy visibility for the public.

QTY	PRODUCT NAME	DESCRIPTION
1.00	Posting Legal Notices Online	Posting Legal Notices Online

Total Investment - Initial Term	USD 6,000.00
Annual Recurring Services (Subject to Uplift)	USD 6,000.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-100429-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)