

VILLAGE OF ROYAL PALM BEACH
Agenda Item Summary

AGENDA ITEM:

Approval of the Village Manager to execute a Foreclosure Registry Services Agreement by and between ProChamps and the Village of Royal Palm Beach, piggybacking off of a competitively procured Clay County Agreement dated June 25, 2019.

ISSUE: The Village and ProChamps (f/k/a Community Champions Corporation) had a previous agreement for Foreclosure Registry Services which was based on a lawfully procured contract between Community Champions Corporation and the Village of Wellington, beginning in 2014 and expiring on September 30, 2019. ProChamps submitted a proposal for Foreclosure Registry Services pursuant to Clay County RFP# 18/19-21, and pursuant thereto, on June 25, 2019 was awarded a contract for the provision of such services, which agreement remains current and active. The Village wishes to enter into a current piggyback agreement with ProChamps for the continued provision of foreclosure registry services within the Village.

RECOMMENDED ACTION: Motion to approve.

Initiator	Village Manager Approval	Agenda Date	Village Council Action
Com. Dev. Dir.			12/19/19

Exhibit "A"

**CLAY COUNTY AGREEMENT NO. 2018/2019-113
REGISTRY OF VACANT/ABANDONED PROPERTY**

THIS AGREEMENT ("Agreement") entered into this 25th day of JUNE, 2019, between CLAY COUNTY, a political subdivision of the State of Florida ("COUNTY"), by and through its Board of County Commissioners (the "Board") and PROPERTY REGISTRATION CHAMPIONS, LLC, doing business as PROCHAMPS ("CONTRACTOR"), having a principal place of business address at 2725 Center Place, Suite 200, Melbourne, Florida 32940.

WHEREAS, properties that become vacant and abandoned due to foreclosure can be a detriment to residents who live in close proximity and to the COUNTY as a whole. Abandoned properties suffer from lack of maintenance and become neglected while going through the foreclosure process thus creating degrading appearances to the neighborhoods and diminishing the COUNTY'S overall image as an attractive and inviting community; and

WHEREAS, the COUNTY solicited the services through a Request for Proposal No. 18/19-21 ("RFP"), which is incorporated herein and made part hereof by reference, for a qualified and licensed firm that has unique expertise and experience developing and implementing a user friendly system to register and track vacant and abandoned properties; and

WHEREAS, the CONTRACTOR was found to be a qualified and licensed firm with the expertise and experience to perform the real property registration and fee collection program services described in the Scope of Services outlined in the RFP; and

WHEREAS, the COUNTY desires to enter into an agreement with CONTRACTOR to implement and manage a user friendly system to register and track vacant and abandoned properties and fee collection program on behalf of the COUNTY.

WITNESSETH

IN CONSIDERATION of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties and all objections to the sufficiency and adequacy are hereby waived, the parties hereby agree as follows:

1. CONTRACTOR shall provide all the required services necessary to develop and implement the real property registry and fee collection program in accordance with the requirements of Chapter 2, Article IV, Section 2-118 of the Clay County Code ("Abandoned Properties Ordinance") and shall include, but not be limited to the following items:
 - a. Identify vacant/abandoned properties within Clay County, and the mortgagee that holds the mortgage on the real property that is declared in default.
 - b. Notify mortgage holder of its requirement to register vacant/abandoned properties within ten (10) days of the date that the mortgagee declares its mortgage in default.

- c. Provide mortgage holder detailed instructions on how to register the property, identifying information required to complete registry, access to the registry system, select and identify the local property manager and any other information necessary by the mortgage holder to complete the registry of the property.
 - d. Train and provide support with the responsible person for the lender to electronically register the information.
 - e. Develop and design or acquire and maintain, through the duration of the Agreement, a web-based electronic registry system that affords all mortgage holders the opportunity to go on-line and register vacant/abandoned properties as required.
 - f. Provide the COUNTY free access to, and training on, the web-based electronic registry system and reporting tools. Also, provide any necessary website and reporting tools support to the COUNTY.
 - g. Include in the web-based electronic registry system, at no cost to the COUNTY, any properties that have been registered with the COUNTY prior to the commencement of any CONTRACTOR services hereunder.
 - h. Provide the record of vacant/abandoned properties, with mortgages declared to be in default, that have not been registered and the current status of the registration process for each property.
 - i. Provide the financial accounting of property registrations, identifying those that are in compliance with the Abandoned Property Ordinance as well as those that have not met its financial obligations.
 - j. Provide financial reports reasonably requested by the COUNTY.
2. The initial term of the Agreement shall be from March 11, 2019 through March 10, 2021, and the COUNTY shall have the option to extend the Agreement for two additional one-year periods upon satisfactory performance by the CONTRACTOR and deemed to be in the best interest of the COUNTY. This Agreement shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.
 3. The COUNTY may whenever the interests of the COUNTY so require, terminate the Agreement, in whole or in part, for the convenience of the COUNTY. The COUNTY shall give thirty (30) days written notice of termination to the CONTRACTOR, specifying the effective date of the termination. The CONTRACTOR shall remit any compensation owing to COUNTY through the date of termination.
 4. The COUNTY agrees that the CONTRACTOR shall receive compensation for their services in the following manner:

Charges will be based on the collection of a flat fee of \$100.00, or 50% of the registration fee of \$200.00 based on its performance of the services described in the Scope of Services outlined in the RFP. CONTRACTOR will not charge the COUNTY any fees assessed outside of what is collected through the registration process.

5. Payments from the CONTRACTOR to the COUNTY will be made on a monthly basis in accordance with the Local Government Prompt Payment Act.
6. The COUNTY shall not reimburse the CONTRACTOR for any expenses, including, but not limited to, travel, per diem, courier service, telephone, facsimile, postage, or copying charges.
7. In that the COUNTY is a governmental agency exempt from sales and use taxes, the COUNTY shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The COUNTY shall provide proof of its exempt status upon reasonable request.
8. The CONTRACTOR acknowledges the COUNTY'S obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The CONTRACTOR acknowledges that the COUNTY is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the CONTRACTOR covenants to comply with the Public Records Laws, and in particular to:
 - a. Keep and maintain public records required by the COUNTY to perform the services required under the Agreement.
 - b. Upon request from the COUNTY's custodian of public records, provide the COUNTY 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 the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the COUNTY.
 - d. Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

The CONTRACTOR'S failure to comply with the requirements of paragraph 8 shall be deemed a material breach of this Agreement, for which the COUNTY may terminate the Agreement immediately upon written notice to the CONTRACTOR.

9. The CONTRACTOR acknowledges the provisions of Section 19.0701(3)(a), Florida Statutes, which, as applicable to the COUNTY and the CONTRACTOR, require as follows:
 - a. A request to inspect or copy public records relating to the Agreement must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within a reasonable time.
 - b. If the CONTRACTOR does not comply with the COUNTY'S request for records, the COUNTY shall enforce the contract provisions in accordance with the Agreement.
 - c. If the CONTRACTOR fails to provide the public records to the COUNTY within a reasonable time, the CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043

10. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the CONTRACTOR is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the COUNTY shall have the option of terminating this Agreement if the CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), Florida Statutes, or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.
11. With respect to any indemnification by the COUNTY provided under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28,

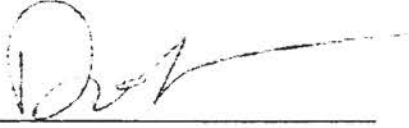
Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the COUNTY'S sovereign immunity.


12. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute the Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its choice of law provisions. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.
14. The Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement.


By their duly authorized signatures below, the parties hereby enter into this Agreement.

**PROPERTY REGISTRATION
CHAMPIONS, LLC d/b/a
PROCHAMPS**

**CLAY COUNTY, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners**

BY: 
[print name] David Mulberry
ITS: President / CEO
DATE: 7/3/19

BY: 
Mike Cella,
Its Chairman
DATE: 10/20/19

ATTEST: 
Howard Wanamaker
County Manager and
Clerk of the Board of County
Commissioners

**PROVISION OF SERVICES AGREEMENT BETWEEN THE VILLAGE OF ROYAL PALM
BEACH AND PROCHAMPS**

THIS AGREEMENT, entered into on the ____ day of December 2019, effective retroactively as of October 1, 2019, by and between the Village of Royal Palm Beach, a municipal corporation with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, organized in accordance with the laws of Florida, hereinafter referred to as the “VILLAGE” and ProChamps, a Florida Corporation having a principal place of business address at 2725 Center Place, Suite 200, Melbourne, Florida 32940, hereinafter referred to as “PROCHAMPS”.

WHEREAS, PROCHAMPS (f/k/a Community Champions Corporation) had a previous agreement with the VILLAGE for Foreclosure Registry Services which expired on September 30, 2019 and which was based on a lawfully procured contract between Community Champions Corporation and the Village of Wellington, which has since expired; and

WHEREAS, PROCHAMPS submitted a proposal for Foreclosure Registry Services pursuant to Clay County RFP# 18/19-21, and pursuant thereto, on June 25, 2019 was awarded a contract for the provision of such services, which agreement remains current and active; and

WHEREAS, the VILLAGE desires to enter into a new agreement with PROCHAMPS for Foreclosure Registry Services based on the same scope of services and payment/fee structure as that contained in PROCHAMPS’ current agreement with Clay County; and

WHEREAS, PROCHAMPS is likewise desirous of entering into a new agreement with the VILLAGE for Foreclosure Registry Services based on the same scope of services and payment/fee structure as that contained in PROCHAMPS’ current agreement with Clay County; and

WHEREAS, entering into such an agreement with PROCHAMPS will be in the best interest of the VILLAGE.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. **Recitals:** The above recitals are true and correct and are incorporated herein by reference.

2. **Scope of Services:** PROCHAMPS shall perform Foreclosure Registry Services for the VILLAGE and provide all services, work, and products that are necessary to fulfill its obligations as set forth in Clay County RFP# 18/19-21 and PROCHAMPS’ submitted response thereto, all of which is

attached hereto as Exhibit "A" and fully incorporated herein by reference, and in accordance with Sec. 6-197 of the VILLAGE Code of Ordinances.

PROCHAMPS agrees, warrants, covenants, and represents that all products, work, and services that it shall perform pursuant to this agreement, including any work done by its subcontractors or at its direction, shall be free from all defects and done in a workmanlike manner. PROCHAMPS warrants the merchantability and fitness of the products and services as contemplated in this agreement.

PROCHAMPS agrees to supply to the VILLAGE adequate personnel to provide timely completion of all services contemplated by this agreement. The parties hereto agree that time is of the essence, and PROCHAMPS agrees to provide the services that are provided for in this agreement in a timely fashion.

PROCHAMPS may utilize subcontractors for the provision of services under this agreement. The VILLAGE reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor. If a subcontractor fails to perform as required by this agreement and it is necessary to replace the subcontractor in order to provide services as required, PROCHAMPS shall promptly do so, subject to acceptance of the new subcontractor by the VILLAGE.

In performance of its obligations hereunder, PROCHAMPS agrees to comply with all applicable laws, rules, regulations, orders, codes, criteria, and standards, whether local, state or federal.

PROCHAMPS warrants and represents that all of its employees, as well as those of any subcontractors, are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

3. **Compensation:** PROCHAMPS will charge and collect an annual registration fee from each registered property in an amount that has been set by resolution of the VILLAGE Council pursuant to Sec.6-197 of the VILLAGE Code of Ordinances. Pursuant to Clay County RFP# 18/19-21 and PROCHAMPS' submitted response thereto, PROCHAMPS shall retain for services rendered a flat fee of \$100.00, or fifty percent (50%) of the registration fee of \$200.00. The remainder of each annual registration fee shall be remitted by PROCHAMPS to the VILLAGE.

The VILLAGE will designate and authorize an employee/representative to sign any documents necessary to require and authorize all lending institutions and lenders to pay PROCHAMPS directly for the registration fees and services they provide and to provide for distribution of the VILLAGE'S portion of such fees back to the VILLAGE.

The parties to this Agreement understand that the VILLAGE is a tax-exempt organization; nothing herein, however, shall exempt PROCHAMPS from paying all of its taxes pursuant to this agreement.

4. **Term / Renewal:** The initial term of this agreement shall expire on March 10, 2021 and shall be renewable, at the VILLAGE'S option, for two (2) additional one (1) year terms. This agreement and any renewals thereto are subject to annual appropriations by the VILLAGE, and this agreement is subject to fiscal funding by the VILLAGE.

5. **Insurance:** PROCHAMPS shall maintain all insurance as is required by Clay County RFP# 18/19-21. Prior to commencing any work, performing services, or supplying products, PROCHAMPS shall provide the VILLAGE with proof of such insurance coverage. In addition, PROCHAMPS agrees to provide to the VILLAGE such other insurance with such coverage amounts and deductibles as requested by the VILLAGE.

6. **Indemnity:** PROCHAMPS agrees to protect, defend, indemnify, and hold harmless the VILLAGE, its employees, and representatives from any and all claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and court costs, including appeals, for which the VILLAGE, its employees, and representatives can or may be held liable to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROCHAMPS, its employees, or agents arising out of or connected with this agreement. Nothing contained herein shall be construed or interpreted as consent by the VILLAGE to be sued, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in Section 768.28, *Florida Statutes*.

7. **Termination:** This agreement may be terminated by PROCHAMPS upon thirty (30) days' prior written notice to the VILLAGE in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this agreement through no fault of PROCHAMPS. This Agreement may be terminated by the VILLAGE, with or without cause, upon thirty (30) days' written notice to PROCHAMPS. Unless PROCHAMPS is in breach of this Agreement, PROCHAMPS shall be paid for services and products rendered to the VILLAGE'S satisfaction up to the date of termination. After receipt of a termination notice, and except as otherwise directed by the VILLAGE, PROCHAMPS shall stop work on the date specified. PROCHAMPS shall not be entitled to any claim of loss of profits from a termination by the VILLAGE.

8. **Force Majeure:** Neither the VILLAGE nor PROCHAMPS shall be considered to be in breach or default of this agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of

performance by a party of its obligations under this agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riots, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this agreement.

9. **Waiver:** A waiver by either the VILLAGE or PROCHAMPS of any breach of this agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach. Further, a written waiver in part shall not constitute a waiver of any other part of this agreement.

10. **Severability:** The invalidity, illegality, unenforceability of any provision of this agreement, or the occurrence of any event rendering any portion or provision of this agreement void shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement, and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision, which is of the essence of the agreement, be determined to be void.

11. **Applicable Law / Venue:** This agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this agreement, venue shall lie in Palm Beach County, Florida.

12. **Notice:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:
To the VILLAGE: Attn: Raymond C. Liggins, Village Manager, Village of Royal Palm Beach, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411;

To PROCHAMPS: Attn: David Mulberry, President, ProChamps, 2725 Center Place, Suite 200, Melbourne, FL 32940.

Notices shall be effective when sent to the addresses as specified above and as provided here in. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when sent with a printed confirmation of receipt of the same; however, facsimile transmission received (i.e., printed) after 6:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed certified mail return receipt requested. All mail shall be deemed received upon five (5) business days. The parties may also use overnight delivery services such as Federal Express, however all such services must have confirmation of delivery. Notice shall be deemed effective under this type of service when received.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of PROCHAMPS and the VILLAGE.

13. **Binding Effect:** This agreement is binding upon the parties hereto, their heirs, successors, and assigns.

14. **Agreement Drafting:** This agreement shall not be construed against the party who drafted the same as all parties to this agreement have had legal and business experts review the adequacy of the same.

15. **Entire Agreement:** the VILLAGE and PROCHAMPS agree that this agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the VILLAGE and PROCHAMPS pertaining to this agreement, whether written or oral. None of the provisions, terms, and conditions contained in the agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

16. **Amendments:** This agreement may not be modified or amended unless such modifications or amendments are evidenced in writing, signed by both the VILLAGE and PROCHAMPS. Such modifications shall be in the form of a written amendment executed by both parties with the same formality as this agreement is executed.

17. **Office of Inspector General:** Pursuant to Palm Beach County Code Sec. 2-421—2-432., Palm Beach County established the Office of Inspector General, which is authorized and empowered to review past, present, and proposed VILLAGE agreements, contracts, transactions, accounts and records. All parties doing business with the VILLAGE will fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the VILLAGE, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement, and to detect waste, corruption, and fraud.

18. **Public Records:** In accordance with Sec. 119.0701, Florida Statutes, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, Florida Statutes. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, Florida Statutes, and other penalties under Sec. 119.10, Florida Statutes. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

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 AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5102, OR AT ddisanto@royalpalmbeach.com, OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.

19. **Conflicts of Interest:** This agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the VILLAGE, the Palm Beach County Code of Ethics and Ch. 112, Part III, *Florida Statutes*. During the term of this agreement and any renewals or extensions thereof, PROCHAMPS shall continue to disclose to the VILLAGE any possible conflicts of interests. PROCHAMPS duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the VILLAGE.

IN WITNESS WHEREOF, the VILLAGE and PROCHAMPS have executed this agreement all as of the day and year first above written.

WITNESSES (PROCHAMPS)

1 _____

2 _____

PROCHAMPS

David Mulberry, President

Printed Name

Date: _____

WITNESS (VILLAGE)

1 _____

ATTEST:

VILLAGE OF ROYAL PALM BEACH

Raymond C. Liggins, P.E.
Village Manager

Diane DiSanto, Village Clerk

Date: _____