WHEREAS, the Village Council of Islamorada, Village of Islands (the “Village”) adopted Ordinance No. 13-13 to create a foreclosure registry; and

WHEREAS, following a competitive bidding process, Federal Property Registration Corp. (“FPRC”) was awarded a contract to provide foreclosure registry services (the “Services”) to Clay County, Florida; and

WHEREAS, FPRC currently provides Services to thirty-nine governmental entities, with a majority of those entities located in Florida; and

WHEREAS, the Village Code allows for waiver of competitive bidding in the event the provider was awarded an agreement with another political subdivision of the State of Florida by a competitive bidding process and extended the terms and conditions of that agreement to Islamorada; and

WHEREAS, FPRC has prepared an Agreement extending the terms and conditions of the Agreement to Islamorada; and

WHEREAS, the intent of the Agreement is to provide Islamorada with all services necessary to implement and maintain a foreclosure registry program; and
WHEREAS, FPRC has agreed to provide the services described in the Agreement; and

WHEREAS, the Village Council finds that approval of the Agreement between FPRC and the Village attached hereto and waiver of competitive bidding is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Agreement between Florida Property Registration Corp. (“FPRC”) and the Village to provide foreclosure registry services, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of
the Agreement.

Section 6. **Waiver of Purchasing Provisions.** In accordance with Section 2-328(2) of the Village Code, the Village Council acknowledges that FPRC was awarded an agreement with Clay County, Florida, by a competitive bidding process, as demonstrated by Exhibit “B”, and extended the terms and conditions of that agreement to Islamorada, and hereby waives the competitive bidding purchasing provision of the Village Code.

Section 7. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilwoman Deb Gillis; second by Councilman Dave Purdo.

**FINAL VOTE AT ADOPTION**
**ISLAMORADA, VILLAGE OF ISLANDS:**

- Mayor Ken Philipson  YES
- Vice Mayor Ted Blackburn  YES
- Councilman Mike Forster  YES
- Councilwoman Deb Gillis  YES
- Councilman Dave Purdo  YES

**PASSED AND ADOPTED on this 9th day of May, 2013.**

KEN PHILIPSON, MAYOR

ATTEST:

**VILLAGE CLERK**

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS:

**VILLAGE ATTORNEY**
AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS

AND

FEDERAL PROPERTY REGISTRATION CORP.

This Agreement is made as of this 10th day of May, 2013 by and between Federal Property Registration Corp, a Florida Corporation, with offices at 6767 N. Wickham Rd., Suite 500, Melbourne, FL 32940 ("FPRC"), and Islamorada, Village of Islands, a Florida municipal corporation, with an address at 86800 Overseas Highway, Islamorada, FL 33036 (the “Village”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the Islamorada, Village of Islands Code of Ordinances, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the Village; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties, the Village Council adopted Ordinance No.13-13, the Village’s Distressed Property Registration Ordinance (the "Ordinance"); and

WHEREAS, pursuant to the Ordinance the Village desires to enter into this Agreement with FPRC in order to provide services authorized pursuant to Ordinance 13-13, to register vacant, abandoned, and foreclosed properties so that the Village can properly address violations of the Village’s property maintenance codes (hereinafter "foreclosed property"); and

WHEREAS, FPRC will also provide an electronic registration process that is cost-free and revenue-generating for the Village.

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. FPRC RESPONSIBILITIES.

A. FPRC will cite the Village’s ordinance to mortgagees and proactively contact those that file a public notice of default, lis pendens, foreclosure action, and/or take title to real property via foreclosure or other any legal means. FPRC will electronically provide for registration of foreclosed properties in violation of applicable Village ordinances and provide mortgage holder the means and training to electronically submit the required registry information.

B. FPRC will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. FPRC will investigate, report, or take corrective measures monthly to update property status of all foreclosed property electronically registered and in compliance with the relevant Village ordinances and provide such monthly report to the Village.

C. FPRC will charge a fee as directed by the Village to each Registrant to register all mortgagees who comply with the Ordinance ("Registration Fee"). FPRC shall retain 50% but no more than $100 of each
collected registration fee and remit the balance to the Village in consideration of the services provided. FPRC shall forward payment of the Village’s portion of the registration fee to the Village’s Finance Department no later than the 15th day of the following month during the term of this Agreement. Such monthly payment shall be accompanied by a financial accounting of property registrations, identifying those that are in compliance with the Village ordinance as well as those that have not met their financial obligations.

D. FPRC agrees to provide a website for the registration of each foreclosed property in order to enable compliance with the Village’s ordinances. The website will direct registrants to the Village’s website, and further direct traffic, via a hyperlink, to www.VacantRegistry.com. The website found at www.VacantRegistry.com will automatically allow lenders and/or responsible parties to comply with the Village’s Codes.

E. FPRC will execute the Village’s website Link agreement and meet all Village IT security, and anti-viral requirements.

F. FPRC shall provide the Village free access to the FPRC website and registry system, training and administrative support to Village personnel including the posting of notes to the database when received from Village Code Compliance Officials.

G. Upon written request of the Village, FPRC shall support integration to and from Code Compliance’s enforcement application and the Vacant Property Registry (VPR) application. Types of support would include property maintenance violations and inspections entered directly into the Village’s enforcement application. From VPR to Code Compliance updates would include registration information and responses to violations via VPR. Primary integration would be via web services but could be accomplished via other agreed upon means as determined appropriate.

H. Upon written request of the Village, FPRC shall enforce registry through adoption of Village process allowing FPRC to send violation notices on behalf of the Village to responsible parties not complying with the Village Foreclosure Registry ordinance.

I. FPRC shall keep Village advised of opportunities and programs for affordable housing home ownership programs and opportunities.

J. FPRC shall provide financial reports reasonably requested by the Village.

2. Indemnification:

A. FPRC shall indemnify and save harmless and defend the Village, elected and appointed officials, agents and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of FPRC, its agents, servants or employees in the performance of its obligations pursuant to this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, reasonable attorney’s fees, paralegal expenses, and court costs at both the trial and appellate levels arising out of or in connection with the operations permitted under this Agreement.

B. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by FPRC and requires a specific consideration be given
therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by FPRC. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. FPRC will indemnify and hold Village harmless for any negligent acts of FPRC or for any violation of any intellectual property laws, contracts or statutes.

3. TERM. This Agreement will terminate one (1) year from the date it is executed by the Village. In addition, the parties may agree to renew this Agreement for an additional (3) three- one (1) year term(s) through the execution of a written amendment to this Agreement signed by both parties.

4. TERMINATION. This Agreement may be terminated by either Party with or without cause, immediately upon thirty (30) calendar days written notice. Upon termination by Village, FPRC shall cease all work performed and forward to Village any Registration Fees owed to the Village.

5. CONTRACT DOCUMENTS: The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as fully set forth herein by reference:

   A. Village Ordinance No. 13-13;

6. INSURANCE. FPRC shall provide and maintain in force at all times during the Agreement with the Village, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance and Errors and Omissions Insurance as will assure to Islamorada, Village of Islands the protection contained in the foregoing indemnification undertaken by FPRC.

   A. Workers' Compensation Statutory limits with $100,000 Employers Liability.

   B. Commercial General Liability Insurance with limits of no less than $1,000,000 Bodily injury shall include operations and premises liability, products and completed operations, owners, and contractors protective liability and personal injury liability.

   C. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than $1,000,000 per occurrence.

   D. Errors and Omissions Insurance limits of liability provided by such policy shall be no less than $1,000,000 to assure Village the indemnification specified herein.

   E. A Certificate of Insurance acceptable to the Village shall be provided listing the above coverages and providing 30 days prior written notice to the Village in the case of cancellation. The Village shall be named as an additional insured and a certificate holder on the Commercial, General, Automobile, and Professional Liability Policies with a waiver of subrogation on the Workers' Compensation Employer's Liability Policy. A copy of the certificate shall be delivered to the Village Clerk at the time FPRC executes this Agreement.
7. OWNERSHIP AND USE OF DOCUMENTS. All documents, records, applications, files and other materials produced by FPRC in connection with the services rendered pursuant to this Agreement shall be the property of the Village, and shall be provided to Village upon request. FPRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with FPRC's endeavors. In the event of termination of this Agreement, any reports, records, applications, documents, forms, and other data and documents prepared by FPRC whether finished or unfinished shall become the property of the Village, and shall be delivered by FPRC to the Village Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to FPRC shall be withheld until all documents are received as provided herein.

8. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.

A. Village shall have the right to audit the books, records and accounts of FPRC that are related to this Agreement. FPRC shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. FPRC shall preserve and make available, at reasonable times for examination and audit by the Village, all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless FPRC is notified in writing by the Village of the need to extend the retention period. Such retention of such records and documents shall be at FPRC's expense. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Village to be applicable to FPRC's records, FPRC shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by FPRC. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Village’s disallowance and recovery of any payment upon such entry.

B. In addition, FPRC shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, FPRC shall provide a complete copy of all documents papers to the Village, prior to any final payment, in accordance with this Agreement.

9. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that FPRC is an independent contractor under this Agreement and not the Village’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. FPRC shall retain sole and absolute discretion in the judgment of the manner and means of carrying out FPRC's activities and responsibilities hereunder. FPRC agrees that it is a separate and independent enterprise from the Village, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work.
This Agreement shall not be construed as creating any joint employment relationship between FPRC and the Village and the Village will not be liable for any obligation incurred by FPRC, including but not limited to unpaid minimum wages and/or overtime premiums.

10. 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, FPRC and the Village designate the following as the respective places for giving of notice:

VILLAGE: Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Attention: Village Manager

Copy To: Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
Village Attorney
2525 Ponce de Leon Blvd, Suite 700
Coral Gables, Florida 33134

FPRC: Federal Property Registration Corp.
6767 N. Wickham Road, Suite 500
Melbourne, FL 32940
Attention: Thomas R. Darnell, Vice President

11. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by FPRC without the prior written consent of Village. For purposes of this Agreement, any change of ownership of FPRC shall constitute an assignment which requires Village approval. However, this Agreement shall run to the Village and its successors and assigns.

12. AMENDMENTS. 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.

13. CONTINGENT FEES. The parties acknowledge that no party has been offered any contingency fee or any other monetary consideration to obtain this Agreement.

14. 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.

15. LAWS AND ORDINANCES. FPRC shall observe all laws and ordinances of the Village, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
16. EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, FPRC 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.

17. WAIVER. Any failure by Village to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Village may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

18. 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.

19. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

20. 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.

21. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the VILLAGE and the FPRC and supersedes all prior negotiations, representations or agreements, either written or oral.

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

ISLAMORADA, VILLAGE OF ISLANDS

By: [Signature] Edward Koconis, Village Manager

Date: 5/10/13

ATTEST:

[A Signature]

Ariana Lawson, Village Clerk

APPROVED AS TO FORM AND LEGALITY:

[A Signature]

Village Attorney
FEDERAL PROPERTY REGISTRATION CORP.

[Signature]
FPRC Officer Signature

[Printed Name of Officer]

ATTEST:

[Signature]
Print Name: Mary Swaney
Title: Assistant to the Village Manager

Date: 5/10/13.