

**CLAY COUNTY AGREEMENT/CONTRACT #11/12- 77**  
**REGISTRY OF VACANT/ABANDONED PROPERTY**

THIS AGREEMENT entered into this 13<sup>th</sup> day of March, 2012, between CLAY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), by and through its Board of County Commissioners (hereinafter referred to as the "Board") and FEDERAL PROPERTY REGISTRATION CORP. (hereinafter referred to as "FPRC"), whose address is 6767 North Wickham Road, Suite 400, Melbourne, Florida 32940.

**RECITALS**

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 did solicit services through a Request for Proposal (RFP) for a qualified licensed firm that has unique expertise and experience developing and implementing a user friendly system to register and track vacant and abandoned properties in accordance with Clay County Ordinance 2011-30; and,

WHEREAS, FPRC is a qualified and licensed firm with the expertise and experience to perform the real property registry and fee collection program services as described in the Scope of Services outlined in RFP No. 11/12-4, which is incorporated herein and made a part hereof by reference; and,

WHEREAS, the County and FPRC desire to enter into an agreement to implement a real property registry and fee collection program.

**WITNESSETH**

IN CONSIDERATION of the mutual covenants and promises set forth herein, the parties hereby agree:

1. FPRC 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 the County's adopted Ordinance 2011-30 and shall include, but not be limited to, the following items:
  - a. Identify vacant/abandoned properties within the County, and the mortgagee that holds a mortgage on the real property that is declared to be 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 to be in default, pursuant to Ordinance 2011-30.
  - 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 engagement, a web-based electronic registry system that affords all mortgage holders the opportunity to go on-line and register vacant/abandoned properties as required by Ordinance 2011-30.
  - 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 Vendor 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 ordinance as well as those that have not met their financial obligations.
  - j. Provide financial reports reasonably requested by the County.
2. The initial term of this agreement shall be from March 13, 2012, through March 12, 2013, and the County will have the option to extend such agreement for two additional on-year periods upon satisfactory performance by the consultant.
  3. The County agrees that FPRC shall receive compensation for their services in the following manner:

Charges will be based on the collection of the registration fee of a flat \$75.00 or 50% of the registration fee (whichever is greater), but not to exceed \$100.00 per collected registration fee based on its performance of all services defined in the scope of services further contained, described, and set forth in Proposal No. RFP No. 11/12-4, Registry of Vacant/Abandoned

Property. FPRC will not charge any start-up fees nor are any additional fees assessed outside of what is collected through the registration process.

4. Any payments from Clay County to FPRC will be made within (45) forty-five days of receipt of a proper invoice from FPRC, in accordance with the Local Government Prompt Payment Act.
5. Clay County Standard Addendum to All Contracts is attached and made a part hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

FEDERAL PROPERTY REGISTRATION  
CORP



Date:

2/29/12

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

  
Douglas P. Conkey, Chairman

Date:

March 13, 2012

ATTEST:

  
S. C. Kopelousos, County Manager and  
Clerk of the Board

EXHIBIT 2  
12-2479  
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## STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.

2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. In the event the contract or agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. The County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.



7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

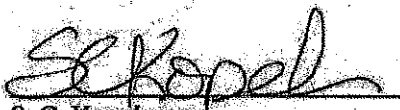
8. With respect to any indemnification by the County provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

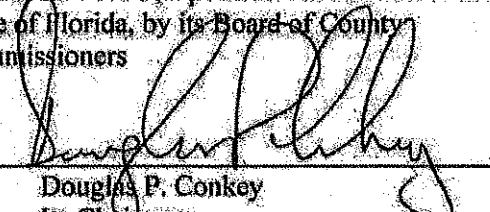
11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

ATTEST FOR CLAY COUNTY:

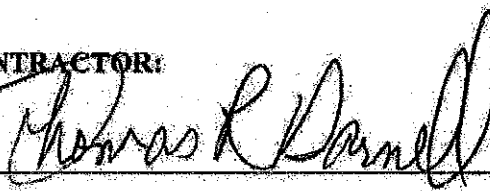
  
S. C. Kopelousos  
County Manager and Clerk of the  
Board of County Commissioners

COUNTY:

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

By:   
Douglas P. Conkey  
Its Chairman

CONTRACTOR:

By:   
Its VICE President

(Corporate Seal)