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**COPY**

FEDERAL PROPERTY REGISTRATION CORP.  
6767 N. Wickham Rd, Suite 400  
Melbourne, FL 32940

### AGREEMENT

**This Agreement**, by and between the Town of Cutler Bay (the "Town") and Federal Property Registration Corp. (FPRC), by and through its authorized representative, hereby consent, contract and agree as follows:

### RECITALS

The county has been caught up in the national foreclosure crisis.

1. Because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the codes of the Town, the care of neglected lawns and exterior maintenance of structures are straining governmental budgets to a point where they are unable to deal with such problems.

2. FPRC can assist the Town to physically and financially relieve it of the financial and labor burdens associated with properties that are in violation of its codes and property maintenance needs by providing an electronic registration of neglected, vacant, abandoned and foreclosed property (hereinafter "foreclosed property").

3. FPRC can also relieve the Town from costs and burdens of the registration requirements of complying with its Town Ordinance 08-16 by

providing an electronic registration process that is cost-free revenue-generating to the Town.

**FPRC RESPONSIBILITIES**

Good and valuable consideration for this Agreement are the mutual covenants, responsibilities and duties of the parties to this Agreement, the sufficiency of which is hereby acknowledged, and Town and FPRC covenant and agree as follows:

1. FPRC will cite the Town Ordinance 08-16 to mortgagees and assist the Town in the enforcement of the provisions of that ordinance. Specifically, FPRC shall proactively contact those mortgagees 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.
2. FPRC shall provide for electronic registration of foreclosed properties.
3. FPRC shall pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto.
4. FPRC shall investigate, report, or take corrective measures monthly to update property status of all foreclosed property electronically registered and in compliance of Town Ordinance 08-16.

5. FPRC shall charge a fee of \$150.00 per applicant to register all mortgagees who comply with Ordinance, of which \$75.00 per applicant shall be paid to the Town, for the above services.

6. FPRC agrees to provide a website for the registration of each foreclosed property, enabling compliance of Town Ordinance 08-16, which shall direct registrants to the Town's website at <http://www.cutlerbay-fl.gov/> and further direct traffic via a hyperlink to [www.VacantRegistry.com](http://www.VacantRegistry.com). The website found at [www.VacantRegistry.com](http://www.VacantRegistry.com) will automatically allow lenders and/or responsible parties to comply with Town Codes, and enable FPRC to provide the services contemplated under this Agreement. Lastly, FPRC, will execute the Town's website link agreement and meet all Town IT, security, and anti-viral requirements.

By signing this Agreement, Town and FPRC contractually covenant and agree to the terms and conditions set forth above furthermore, Town will designate and authorize an employee/representative of Town to sign any documents necessary to require and authorize all lending institutions and lenders to pay FPRC directly for the electronic registration fees and services they provide, and for distribution of a portion of the fee back to Town.

#### **ADDITIONAL AGREEMENT PROVISIONS**

##### **1. TERM OF CONTRACT:**

This Agreement will terminate one (1) year from the date it is last signed by either Town or FPRC. In addition, this Agreement will automatically be renewed for one (1) year unless cancelled by either party or unless the items of the terms of this Agreement are mutually renegotiated and ratified.

## **2. TERMINATION**

The Town may, at its sole discretion terminate this Agreement for any reason whatsoever, or no reason at all, upon thirty (30) days prior written notice to the other party (the "Termination Date"). In the event of such termination, all fees and/or costs due and owing to the Town shall be prorated up to the Termination Date.

## **3. SURVIVAL OF PROVISIONS**

Any terms or conditions of either this agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

## **4. POLICY OF NON-DISCRIMINATION**

FRPC shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital

status, national origin, physical or mental disability in the performance of work under this Agreement.

#### **5. INDEPENDENT CONTRACTOR**

FRPC is an independent contractor under this Agreement. Personal services provided by FRPC shall be by employees of FRPC and subject to supervision by FRPC, and not as officers, employees, or agents of the Town, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of FRPC.

#### **6. ASSIGNMENT; AMENDMENTS**

This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by FRPC, without the prior written consent of the Town. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

#### **7. INDEMNIFICATION/HOLD HARMLESS**

FRPC shall indemnify and hold harmless the Town, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FRPC

and/or any sub-consultants and other persons employed or utilized by the FRPC in the performance of this Agreement. FRPC's obligation under this paragraph shall not be limited in any way by the agreed upon contract price, or the FRPC's limit of, or lack of, sufficient insurance protection. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the FRPC and/or any sub-consultants under worker's compensation acts, disability benefit acts, or other employee benefit acts.

#### **8. INSURANCE**

FRPC shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of FRPC's insurance and shall not contribute to FRPC'S insurance.

#### **9. WAIVER OF JURY TRIAL**

In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

**10. ALL PRIOR AGREEMENTS SUPERSEDED**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

**11. SUB-CONSULTANTS**

In the event FRPC requires the services of any sub-consultants or other professional associates in connection with services covered by the Agreement, FRPC must secure the prior written approval of the Town Manager. FRPC shall utilize his/her best efforts to utilize sub-consultants where principal place of business is located within the Town of Cutler Bay, Florida.

All services provided by the sub-consultants shall be pursuant to appropriate agreements between FRPC and the sub-consultants which shall contain provisions that preserve and protect the rights of the Town

and FRPC under this Agreement. Each sub-consultant agreement shall incorporate the terms of this Agreement, and shall include termination provisions that state that the agreements may be terminated. The Town shall not be responsible for termination expenses of any third parties.

Any subcontract with a sub-consultant shall afford to FRPC rights against the sub-consultant which correspond to those rights afforded to the Town against FRPC herein, including but not limited to those rights of termination as set forth herein.

No reimbursement shall be made to FRPC for any sub-consultants that have not been previously approved by the Town for use by FRPC.

## **12. CONSENT TO JURISDICTION**

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

## **13. GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

## **14. HEADINGS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

## **15. PUBLIC RECORDS LAW**

FRPC shall abide by all public records law requirements set forth under Chapter 119, Florida Statutes, as applicable.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date above:

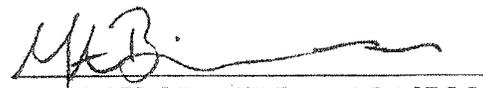
TOWN OF CUTLER BAY

BY:   
STEVEN J. ALEXANDER  
Town Manager

ATTEST:  
  
ERIKA GONZALEZ-SANTAMARIA  
Town Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE TOWN OF CUTLER BAY:

  
WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.  
Town Attorney

 *Secr*  
Date: 2/8/10  
Jim Vreeland  
Federal Property Registration Corp.  
6767 N. Wickham Rd., STE 400  
Melbourne, FL 32940



## Consumer's Certificate of Exemption

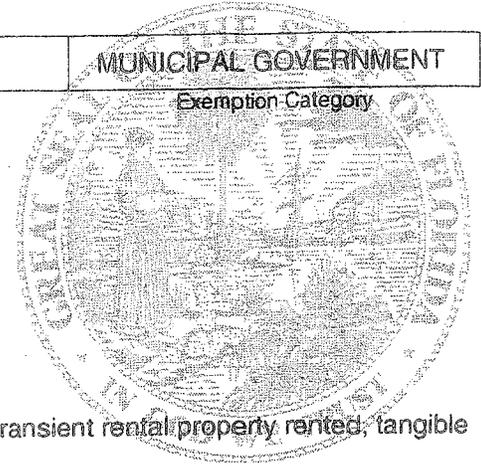
Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 04/05  
06/30/06

85-8013595238C-5	04/12/2006	04/30/2011	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

TOWN OF CUTLER BAY  
10720 CARIBBEAN BLVD STE 105  
MIAMI FL 33189-1242



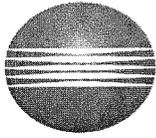
is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



### Important Information for Exempt Organizations

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1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.



KONICA MINOLTA

Application

The words you, and your refer to the applicant. The words we, us and our refer to Konica Minolta Business Solutions U.S.A., Inc. (Supplier)

KMBS INFORMATION

KMBS BRANCH Miami Branch REP NAME Lawrence Kirk PHONE

CUSTOMER INFORMATION

LEGAL COMPANY NAME Town Of Cutlar Bay ADDRESS 17020 Caribbean Blvd. #105 CITY Cutler Bay STATE FL ZIP 33189 PHONE 305-234-4262 FED. TAX I.D. # 02-0768791 CONTACT PERSON Steven Alexander E-MAIL ADDRESS salexander@cutlerbay-fl.gov TYPE OF BUSINESS Corporation Proprietorship Partnership STATE OF INCORPORATION FL # OF YEARS IN BUSINESS UNDER CURRENT OWNERSHIP 3 # OF EMPLOYEES 47 DESCRIPTION OF BUSINESS Municipality BILLING ADDRESS (IF DIFFERENT FROM ABOVE) N/A CITY STATE ZIP

LEASE INFORMATION (IF APPLICABLE)

DESCRIPTION OF PRODUCT PAYMENT AMOUNT PRODUCT COST LEASE TERM PURCHASE OPTION FMV \$1.00

PERSONAL DATA

NAME OF OWNER #1 TITLE NAME OF OWNER #2 TITLE ADDRESS CITY/STATE/ZIP ADDRESS CITY/STATE/ZIP SOCIAL SECURITY # DATE OF BIRTH OWNERSHIP % SOCIAL SECURITY # DATE OF BIRTH OWNERSHIP %

REFERENCE DATA

LIST PRESENT BANK(S) - PREVIOUS BANK IS REQUIRED IF APPLICANT HAS BEEN AT PRESENT BANK LESS THAN TWO YEARS PRESENT BANK OF APPLICANT Sunstate Bank BRANCH Cutler Bay PHONE 305-238-0925 NAME OF BANK OFFICER William A. Thiele ACCT. # 38000139 PREVIOUS OR SECOND BANK OF APPLICANT N/A BRANCH PHONE NAME OF BANK OFFICER ACCT. # TRADE REFERENCES NAME AND ADDRESS PHONE CONTACT 1. AT&T, PO Box 105262, Atlanta, GA 30348 2. FPL, General Mail Facility, Miami, FL 33188 3. Fuelman, PO Box 10580, Atlanta, GA 30348

Each individual signing below certifies that the information provided in this credit application is accurate and complete. Each individual signing below authorizes us or any assignee or funding source which may be utilized (collectively referred to as "Lenders") to obtain information from the references listed above and obtain a consumer credit report that will be ongoing and relate not only to the evaluation and/or extension of the business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time.

X OWNER #1 - SIGNATURE SIGNER'S PRINTED NAME DATE

X OWNER #2 - SIGNATURE SIGNER'S PRINTED NAME DATE

ECOA NOTICE (TO BE RETAINED BY APPLICANT)

Thank you for your business credit application. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain that statement, please contact us within 60 days from the date that you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days of your request for the statement. NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers our compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

IMPORTANT NEW CUSTOMER INFORMATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record identifying information on new customers. The personal data requested above will allow us to identify each person signing this application. We may also ask for copies of driver's licenses or other identifying documents.