



Town of
LOXAHATCHEE GROVES

TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING AGENDA

TUESDAY, JANUARY 14, 2014 @ 7:00 P.M.

ADDENDUM #3: Addition under Old Business; Item
#9.e. Piggybacking Contract with the City of
Lakeland

Mayor David Browning (Seat 4)

Vice Mayor Ron Jarriel (Seat 1)

Councilman Tom Goltzené (Seat 5)

Councilman Ryan Liang (Seat 3)

Councilman Jim Rockett (Seat 2)

Janet Whipple

From: Mark Kutney
Sent: Thursday, January 09, 2014 5:35 PM
To: Mike Cirullo
Cc: Janet Whipple; 'umsg@att.net'; Perla Underwood
Subject: Piggyback for Federal Registered Properties Corporation
Attachments: City of Lakeland RFP Federal Registered Properties Corporation.pdf; CoL-FPRC Executed Agreement.pdf

Mike:

As we discussed, I received approval from the City of Lakeland to piggyback off their agreement with the referenced entity. Attached please find RFP Solicitation No.3074 and the Agreement between Lakeland and Federal Registered Properties Corporation. Please review both for appropriateness and if such is suitable please prepare the appropriate documents to effectuate the piggyback. We will include the item as an addendum to the agenda when completed.

Should you have any questions, please contact me.

Best regards,
Mark

Mark A. Kutney, AICP, ICMA-CM
Town Manager
Town of Loxahatchee Groves
14579 Southern Blvd, Suite 2
Loxahatchee Groves, FL 33470

Phone (561) 793-2418
Cell (561) 601-4632
Fax (561) 793-2420

**AGREEMENT TO "PIGGYBACK" CONTRACT FOR SERVICES
BETWEEN FEDERAL PROPERTY REGISTRATION CORPORATION AND
THE CITY OF LAKELAND**

This **AGREEMENT** ("Agreement") is made and entered into this ____ day of January, 2014 (the "Effective Date"), by and between:

TOWN OF LOXAHATCHEE GROVES, a municipal corporation existing under the laws of the State of Florida, hereafter referred to as "TOWN,"

and

FEDERAL PROPERTY REGISTRATION CORPORATION ("FPRC").

WITNESSETH:

WHEREAS, Federal Property Registration Corporation ("FPRC"), a Florida corporation, entered into an agreement dated June 3, 2013, with the City of Lakeland, a political subdivision of the State of Florida, for services related to the registration of vacant foreclosed properties (the "Contract"),

WHEREAS, the TOWN has the legal authority under Ordinance 2008-09, to use other governmental agency contracts, commonly referred to as "piggybacking," when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the Town desires to "piggyback" onto the above referenced Contract between the FPRC and the City of Lakeland for utilization of the same or similar services for vacant foreclosed property registration (the "Work") and the FPRC consents to the aforesaid "piggybacking".

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereafter set forth, TOWN and FRPC agree as follows:

1. The FPRC affirms and ratifies the terms and conditions of the above referenced Contract with the City of Lakeland, a copy of which is attached hereto as "Exhibit A" (ordinance exhibits thereto omitted) and agrees to perform the services set forth therein for the Town in accordance with the terms of said Contract until the Work is completed.
2. The Town agrees to utilize the services of the FPRC in a manner and upon the terms and conditions as set forth in the Contract with the City of Lakeland, subject to the following amendments thereto:
 - a. All references to the City of Lakeland shall be as to the Town of Loxahatchee Groves.
 - b. All references to "City" shall be as to "Town."

- c. All references to Lakeland Ordinances 5352 and 5368 shall be as to Town Ordinance 2011-010.
- d. Section 1(A) is amended to the extent necessary to reflect that the Work under this Agreement shall commence on the Effective Date set forth above.
- e. The first sentence of Section 1(E) is amended to reflect that FRPC shall charge a fee of fifty (50%) of the initial payment only of the Town's annual registration fee for abandoned real property set forth in Ordinance 2011-010, or as may be amended from time to time, not for or of subsequent annual payments.
- f. Section 3 of the Agreement, entitled "TERM," is amended to reflect that the initial one (1) year term shall commence on the Effective Date set forth above.
- g. Section 5 is amended to reflect that the Agreement documents incorporated into the agreement, as if fully set forth herein by reference, shall be:
 - "Exhibit A", June 3, 2013, Agreement between FPRC and the City of Lakeland (ordinance exhibits thereto omitted).
 - "Exhibit B", Town Ordinance 2011-010, adopted July 5, 2011.
- h. Section 8, entitled "AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS" is amended to read as add the following subsection (C):
 - (C) FRPC shall, upon request from the Town, provide the Town with public records that may be requested from the Town in order to provide the public with access to such public records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the TOWN, at no cost, all public records in possession of the FRPC upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt.
- i. Section 10, entitled NOTICE, is amended to provide for the Town's designated place for giving notice:

AS TO TOWN:

Mark Kutney, Town Manager
Town of Loxahatchee Groves
14579 Southern Blvd., Suite 2
Loxahatchee Groves, FL 33470

And

Michael D. Cirullo, Jr., Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308

- j. Section 18, entitled "GOVERNING LAW," is amended to reflect that jurisdiction and venue shall be in the Courts of Palm Beach County, Florida, or the United States District Court in and for the Southern District of Florida, West Palm Beach Division.
- k. A new Section 21, entitled "PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL," is added to the Agreement, to read as follows:

PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL. FPRC is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from FPRC and, any, if applicable, subcontractors and lower tier subcontractors.

FPRC understands and agrees that in addition to all other remedies and consequences provided by law, failure of FPRC or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Agreement. FPRC shall be responsible for all costs incurred by it as a result of any review involving it by the Inspector General; and, in the event of an adverse determination caused by FRPC, or if applicable, subcontractors and lower tier subcontractors. FRPC shall be responsible for the TOWN'S costs of such Inspector General review.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement between TOWN and FPRC, on the respective dates under each signature: TOWN, signing by and through its _____, authorized to execute same by Council action on the ____ day of _____, 2014, and Federal Property Registration Corp, signing by and through its _____, authorized to execute same by action on the ____ day of _____, 2014.

Executed by TOWN this _____ day of _____, 2014

TOWN OF LOXAHATCHEE GROVES, a Florida Municipal Corporation

ATTEST:

By _____
David Browning
Mayor

Janet K. Whipple
Town Clerk

[TOWN SEAL]

APPROVED AS TO FORM:

By _____
Town Attorney

Executed by FLORIDA PROPERTY REGISTRATION CORP. this _____ day of _____, 2014.

FLORIDA PROPERTY REGISTRATION CORP, a State of Florida corporation

ATTEST:

By _____
Title _____

Secretary

“EXHIBIT A”

LAKELAND AGREEMENT (ORDINANCE EXHIBITS THERETO OMITTED)

RECEIVED

JUN 07 2013

City Clerk's Office

AGREEMENT BETWEEN THE CITY OF LAKELAND
AND FEDERAL PROPERTY REGISTRATION CORP.

This Agreement is made as of this 3rd day of June 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 the City of Lakeland, a Florida municipal corporation organized and existing in accordance with the laws of the State of Florida, with an address at 228 South Massachusetts Avenue, Lakeland, Florida 33801 ("City").

WITNESSETH:

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

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the City Commission adopted Ordinance 5352, "Registration of Real Property in Foreclosure" on December 3, 2012 (the "Ordinance"); and

WHEREAS, pursuant to the Ordinance the City desires to enter into this Agreement with FPRC in order to provide services authorized pursuant to Ordinance , to register real property in default (hereinafter "foreclosed property") so that the City can properly address violations of the City's property maintenance codes.

WHEREAS, FPRC shall provide an electronic registration process to administer records and the collection of fees pursuant to the Ordinance for foreclosed properties in the City of Lakeland.

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. Commencing on July 1, 2013, the effective date of the Ordinance as amended pursuant to Ordinance 5368, 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, and will provide copies of the Ordinance, as well as information regarding the website for electronic registration as set forth herein.

B. FPRC shall provide the means for electronic registration of foreclosed properties within the City. FPRC agrees to provide a website for the registration of each foreclosed property to facilitate compliance with the Ordinance. The website will direct registrants to the City's website and further direct registrants, via a hyperlink, to www.VacantRegistry.com. The website at www.VacantRegistry.com will enable

mortgagees and/or responsible parties as further identified in the City's Ordinance to register property to comply with the requirements of said Ordinance.

C. FPRC shall pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto.

D. FPRC shall investigate, report, or take corrective measures monthly to update property status of all foreclosed property electronically registered and in compliance with applicable City ordinances.

E. FPRC shall charge a fee of One Hundred dollars (\$100.00) per registration to register all mortgagees required to comply with Ordinance 5352 ("Registration Fee") or 50% of the Registration Fee set forth in an annual Resolution adopted by the City Commission, whichever is greater. FPRC shall remit 50% of the Registration Fee of each collected Registration Fee to the City in consideration of the services provided. FPRC shall forward payment of the City's portion of the Registration Fee to the City's Finance Department no later than the 15th day of the following month during the term of this Agreement.

F. FPRC shall meet all applicable City website link terms/conditions and all applicable City IT security, and anti-viral requirements.

2. INDEMNIFICATION AND HOLD HARMLESS.

A. For all services performed pursuant to this Agreement, FPRC shall indemnify and hold harmless and defend the City, its officers, elected and appointed officials, agents, servants and employees from and against all claims, losses, damages, personal injuries, demand or cause of action of whatsoever kind or nature arising out of any error, omission, or negligent act of FPRC, its agents, servants, contractors 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 City harmless for any negligent acts of FPRC or for any violation of any intellectual property laws, contracts or statutes.

3. TERM. The term of this Agreement shall be for a period of one (1) year commencing on June 3, 2013 ("Effective Date") and will continue through June 2, 2014 unless otherwise terminated or canceled as provided herein. The parties may mutually agree to renew this Agreement for four (4) additional 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 prior written notice. Upon termination by City, FPRC shall cease all work performed and forward to City any Registration Fees owed to the City in accordance with the provisions set forth herein.

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

Exhibit "A" City Ordinance 5352, dated December 3, 2012; and
Exhibit "B" City Ordinance 5368, dated March 18, 2013

6. INSURANCE. FPRC shall provide and maintain in force at all times during the Agreement with the City, 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 City 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 City the indemnification specified herein.

E. A Certificate of Insurance acceptable to the City shall be provided listing the above coverages and providing 30 days prior written notice to the City in the case of cancellation. The City 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 mailed to the City's Risk Management Department at the time FPRC executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. All documents, records, and files produced by FPRC in connection with the services rendered pursuant to this Agreement shall be the property of the City, and shall be provided to City 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, documents, forms, and other data and documents prepared by FPRC whether finished or unfinished shall become the property of the City, and

shall be delivered by FPRC to the City 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. City 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 City, 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 City 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 City 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 City's disallowance and recovery of any payment upon such entry. Failure of FPRC to comply with the above audit and inspection rights and retention of records will constitute a material breach of this Agreement and may result, at the sole discretion of the City, in the termination of this Agreement.

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 City, 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 City'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 City, 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 City and the City will not be liable for any obligation incurred by FPRC, including but not limited to unpaid minimum wages and/or overtime premiums.

“EXHIBIT B”

TOWN ORDINANCE 2011-010

ORDINANCE NO. 2011-010

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE REGISTRATION OF ABANDONED RESIDENTIAL PROPERTIES AND OTHER MATTERS RELATING TO ABANDONED REAL PROPERTY; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR MAINTENANCE REQUIREMENTS; PROVIDING FOR SECURITY REQUIREMENTS; PROVIDING FOR ENFORCEMENT, CODIFICATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the TOWN OF LOXAHATCHEE GROVES (hereinafter referred to as the ("Town")) recognizes an increase in the number of vacant and abandoned properties located throughout the Town; and

WHEREAS, the presence of vacant and abandoned properties can lead to a decline in property value, create attractive nuisances and lead to general decrease in neighborhood and community aesthetic; and

WHEREAS, the presence of vacant and abandoned properties discourages buyers from purchasing property within the Town; and

WHEREAS, many vacant and abandoned properties are the responsibility of out-of-state lenders and trustees who fail to adequately secure and maintain such properties; and

WHEREAS, the Town Council deems it to be in the Town's best interests to provide for the maintenance of abandoned real property; and

WHEREAS, the Town Council has a vested interest in protecting the Town against the devaluation caused by vacant and abandoned properties and concludes that it is in the best interest of the citizens and residents to impose registration requirements on such properties located within the Town.

ORDINANCE NO. 2011-010

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby enacts the following, entitled "Registration of Abandoned Property," as follows:

Sec. _____. Abandoned Real Property

Purpose and Intent.

It is the purpose and intent of the Town Council to establish a process to limit and reduce the amount of abandoned real property located within the Town. It is the Town Council's further intent to specifically establish an abandoned residential property program as a mechanism to protect residential neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties.

Sec. _____. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned personal property means wrecked or derelict property located upon abandoned real property which has been left abandoned and unprotected from the elements and shall include wrecked, inoperative or partially dismantled motor vehicles, trailers, boats, machinery, refrigerators, washing machines, plumbing fixtures, furniture and any other similar article.

Abandoned real property means any property that is vacant, including any vacant properties under a current Notice of Default and/or Notice of Mortgagee's Sale, pending Tax Assessors Lien Sale and/or properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure or sale.

ORDINANCE NO. 2011-010

Accessible property means a property that is accessible through a compromised/breached gate, fence, wall, etc.

Accessible structure means a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

Evidence of vacancy means any condition that on its own, or combined with other conditions present would lead a reasonable person to believe that the property is vacant. Such conditions may include, but not be limited to, overgrown and/or dead vegetation, accumulation of abandoned personal property, as defined herein, statements by neighbors, passers-by, delivery agents or government agents, among other evidence that the property is vacant.

Foreclosure means the process by which a property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the borrower defaults.

Enforcement officer means any law enforcement officer, building official, zoning inspector or code enforcement officer employed within the Town.

Nominal salvage value means the value an article of abandoned or derelict property which a reasonably prudent person would believe the fair market value of the property, taking into consideration its useful life, earning capacity Town or replacement cost, less depreciation and items of general or special depreciation, would be greater than the costs of salvage including the removal, transportation, storage and sale of same.

Private property means all lands and improvements other than public lands and improvements.

Residential building means any improved real property, or portion thereof, situated in the Town, designed or permitted to be used for dwelling purposes, and shall include the buildings and structures located on such improved real property.

Vacant means any building/structure that is not legally occupied.

Sec. ____ Applicability.

This article shall be considered cumulative and not superseding or subject to any other law or provision for same, but shall rather be an additional

ORDINANCE NO. 2011-010

remedy available to the Town above and beyond any other state, county and/or local provisions for same.

Sec. Public nuisance.

All abandoned real property, and abandoned personal property thereon, is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare and safety of the residents of the Town.

Sec. Registration of Abandoned Real Property

(a) Any mortgagee, who holds a mortgage on real Property located within the Town, shall make a determination of vacancy of the property that is the security for the mortgage, upon default by the mortgagor, prior to the issuance of a Notice of Default. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned and the mortgagee shall, within ten (10) days of the issuance of a Notice of Default, register the property with the Town Manager, or his or her designee, on forms provided by the Town.

(b) Should property that is occupied, but in default, become abandoned, the mortgagee shall, within ten (10) days of making such determination, register the property with the Town Manager, or his or her designee, on forms provided by the Town.

(c) Registration pursuant to this section shall contain the name of the mortgagee, the direct mailing address of the mortgagee, a direct contact name and telephone number of mortgagee and, in the case of a corporation or out-of-area mortgagee, the local property management company responsible for the security and maintenance of the property.

(d) An annual registration fee in the amount of \$150.00 shall accompany the registration form. The annual registration fee shall be due on each anniversary date of the initial registration.

(e) This section shall also apply to abandoned real properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

ORDINANCE NO. 2011-010

(f) Abandoned real properties subject to this section shall remain under the annual registration requirement, security and maintenance standards of this section as long as they remain vacant.

(g) Any person or corporation that has registered an abandoned real property under this section must report any change of information contained in the registration within ten (10) days of the change.

Sec. ____ Maintenance Requirements.

(a) Abandoned real property shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items included, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

(b) Abandoned real property shall be maintained free of abandoned personal property as defined herein. All abandoned real property located upon abandoned real property shall be subject to notice and removal as provided for herein.

(c) Abandoned real property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

(d) Visible front and side yards shall be maintained to the neighborhood standard at the time registration was required.

(e) Maintenance shall include, but not be limited to, watering, irrigation, cutting, and mowing of required landscape and removal of all trimmings.

(f) Pools and spas shall be kept in working order so the water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of the Town Code of Ordinances and Florida Building Code, as amended from time to time.

(g) Failure of the owner, including mortgagee, or once the title is transferred to the mortgagee or beneficiary of a mortgage, that entity, to properly maintain the abandoned real property may result in a violation of the Town Code and citation by the Town's code enforcement officers. Pursuant to a finding

ORDINANCE NO. 2011-010

and determination by the Town's Special Magistrate, the Town may take the necessary action to ensure compliance with this section.

(h) Placement of abandoned personal property upon abandoned real property is prohibited.

(i) Notification procedure for abandoned personal property upon abandoned real property. When an enforcement officer ascertains that an article of personal property having nominal salvage value lies abandoned or derelict upon abandoned real property, that officer shall:

(1) Cause a notice to be placed upon such abandoned property in the substantially following form:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED PROPERTY THIS PROPERTY, TO WIT:

(setting forth brief description)

LOCATED AT:

(setting forth brief description of location) is:

IMPROPERLY STORED AND IS IN VIOLATION OF

(setting forth ordinance or violation violated)

AND MUST BE REMOVED WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE OTHERWISE IT SHALL BE PRESUMED TO BE ABANDONED PROPERTY AND WILL BE REMOVED AND SOLD OR DESTROYED BY ORDER OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DATED THIS:

(setting forth the date of posting of notice);

SIGNED (setting forth name, title, address and telephone number of enforcement officer.)

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Such notice shall be not less than eight inches by ten inches and be sufficiently weatherproof to withstand normal exposure to the elements.

(2) The enforcement officer shall also make reasonable effort to ascertain the name and address of the owner of the abandoned personal or real property and, if such address is reasonably available, the officer shall mail by certified mail a copy of the notice to the owner on or before the date of posting the above-described notice on the abandoned personal property.

(3) The enforcement officer shall mail by certified mail a copy of the above-described notice to the owner of the abandoned real property upon which the abandoned personal property is located, as shown by the real estate tax records used by the county or registration records in the Town on or before the date of posting such notice.

(4) If at the end of ten days after posting notice under this article, the owner or any person interested in such abandoned personal property described in the notice has not removed same, the enforcement officer may cause the article of abandoned personal property to be removed and destroyed, and the salvage value, if any, of such article shall be retained by the local government to be applied against the cost of removal and destruction thereof.

(5) Before sale or destruction, any owner or lienholder of the abandoned personal property shall be permitted to regain possession thereof upon proof of ownership or lien rights entitling the lienholder to possession, upon payment of storage charges and all expenses incurred by the enforcement officer and/or the Town.

(j) Nothing in this section shall be deemed to apply to abandoned personal property authorized to be left on private property properly operated, licensed and zoned in the Town for the purpose of accepting abandoned property.

Sec. ____ Security Requirements

(a) Abandoned real property shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

ORDINANCE NO. 2011-010

(b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows shall be secured by re-glazing or boarding of the window.

(c) If abandoned real property is owned by a corporation and/or out of area mortgagee, a local property management company shall be contracted to perform inspections no less than once a month to verify compliance with the requirements of this section, and any other applicable laws.

(d) Abandoned real property shall be posted with the name and twenty-four (24) hour contact phone number of the local property management company. The posting shall be no less than 18" x 24". and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language:

THIS PROPERTY IS MANAGED BY:

TO REPORT PROBLEMS OR CONCERNS CALL:

The posting shall be placed on the interior of a window facing the street to the front of the property, or secured to the exterior of the building/structure facing the street to the front of the property and on a stake of sufficient size to support the posting in a location that is visual from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.

(e) The local property management company shall inspect the abandoned real property no less than once a month to ensure that the property is in compliance with this chapter.

(f) Failure of the mortgagee, or once the title is transferred to the mortgagee or beneficiary of a mortgage, that entity, to properly maintain the abandoned real property may result in a violation of the Town Code and citation by the Town's Code Enforcement Department. Pursuant to a finding and determination by the Town's Code Enforcement Board or Special Magistrate, the Town may take the necessary action to ensure compliance with this section.

ORDINANCE NO. 2011-010

Sec. ____ Additional Authority

The Town Manager shall have authority to require the owner, the mortgagee or, once the title is transferred to the mortgagee or beneficiary of a mortgage, that entity, to implement additional maintenance and/or security measures including, but not limited to, securing any and all door, window or other openings, employment of an on-site security guard, or other measures as may be reasonably required to prevent a decline of the property.

Sec. ____ Adoption of rules; expenditure of funds; declaration of Town purpose.

The Town Council is authorized and empowered to adopt rules and regulations and expend Town funds as may be reasonably necessary and available to carry out the terms of this article, the expenditure of such funds being declared a proper Town purpose.

Section 3. It is the intention of the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida that the provisions of this ordinance shall become and be made a part of the Town of Loxahatchee Groves Code of Ordinances. The sections of this ordinance may be re-numbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not

ORDINANCE NO. 2011-010

affecting the validity of the remaining portions or applications remaining in full force and effect.

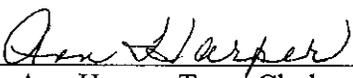
Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 21st DAY OF June, 2011.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 5th DAY OF July, 2011.

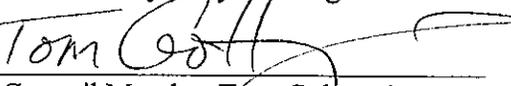
TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

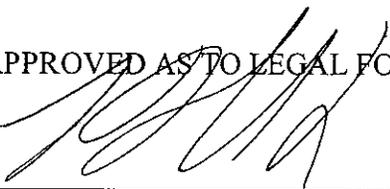

Ann Harper, Town Clerk

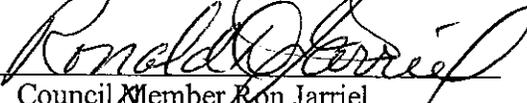

Mayor David Browning


Vice Mayor Ryan Liang


Council Member Tom Goltzené

APPROVED AS TO LEGAL FORM:


Michael D. Cirullo, Jr., Town Attorney


Council Member Ron Jarriel


Council Member Jim Rockett

ADDITIONAL INFORMATION

RFP PACKETS FROM THE CITY OF LAKE LAND

Purchasing and Stores Division



Mark D. Raiford, CPPB
Purchasing Manager

Gregory J. Kane
Purchasing Agent

Danny Rodriguez
Purchasing Agent

Tara T. Walls, CPPB
Senior Purchasing Agent

Cynthia D. Webb
Purchasing Agent

1140 East Parker Street
Lakeland, Florida 33801-2066
Phone: (863) 834-6780
FAX: (863) 834-6777
TDD: (863) 834-8333
EMail: purch@lakelandgov.net

Visit our Web Site: <http://www.lakelandgov.net>

NOTICE

REQUEST FOR PROPOSAL

FORECLOSURE REGISTRATION SERVICES

For the
CITY OF LAKELAND

MARCH 1, 2013

R.F.P. NO. 3074

Sealed proposals will be received by the Purchasing Manager, City of Lakeland, Florida, 1140 East Parker Street, Lakeland, Florida 33801 until 2:00 p.m. – Friday – March 15, 2013. Proposals received after this specified time and date will not be considered. The sealed proposals will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:

Proposal Documents may be requested by visiting our Website at <http://www.lakelandgov.net> or by contacting the City of Lakeland Purchasing Division @ (863) 834-6780. Any Respondent that Does Not Have a City of Lakeland Bidder Number Should Visit the Above Website and Complete a Bidder's Application.

THE SERVICES OF A LICENSED AND QUALIFIED FIRM TO PROVIDE FOR THE ADMINISTRATION OF RECORDS RELATED TO PROPERTIES IN FORECLOSURE WITHIN THE CITY OF LAKELAND CITY LIMITS. THE SCOPE OF WORK SHALL INCLUDE, WITHOUT LIMITATION, INSPECTION AND VERIFICATION OF PROPERTY STATUS; BUILD AND MAINTAIN AN ELECTRONIC DATABASE OF SEARCHABLE PROPERTY RECORDS FOR PROPERTIES FALLING UNDER THE ORDINANCE DEFINITION OF PROPERTIES IN FORECLOSURE; DEVELOP A REGISTRATION FORM TO CREATE INDIVIDUAL PROPERTY RECORDS; TRACK AND REPORT CHANGES OF INFORMATION AND ALL CHANGES IN STATUS; BE RESPONSIBLE FOR COMMUNICATING THE DETAILS AND REQUIREMENTS OF THE ORDINANCE TO APPROPRIATE COMMUNITIES; RELEASE LETTERS OF NOTIFICATION TO PROPERTIES; BE RESPONSIBLE FOR IDENTIFYING THE NAMES OF MORTGAGEES, AGENTS AND OWNERS OF PROPERTIES; COLLECT ALL REGISTRATION FEES AND TRANSFER SUCH FEES TO THE CITY; AND MAINTAIN CONFIDENTIAL INFORMATION. THE PROPOSALS SUBMITTED AND THE PURCHASE ORDER, IF AWARDED, SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS REQUEST FOR PROPOSAL, SPECIFICATION, ALL CODES, REQUIREMENTS AND REGULATIONS REFERENCED THEREIN.

Questions regarding this request for proposal should be in writing and should reference the above RFP number. Submit all questions to Mrs. Tara Walls, Senior Purchasing Agent, via e-mail at purch@lakelandgov.net or fax (863) 834-6777.

CLARIFICATION OF DOCUMENTATION

Respondents requiring clarification or having a dispute with these documents must advise the City Purchasing Division the nature of the required clarification or basis of the dispute, in writing, no later than **March 8, 2013**. If no written contact has been made by this specified date, the Respondent waives the right to any future consideration and accepts the documents as published and/or revised by the City.

FLORIDA PUBLIC RECORDS LAW

Submittal information shall be subject to Chapter 119, Florida Statutes, generally known as the "Florida Public Records Law." The City cannot regard any document, information or data as proprietary or confidential unless so exempted by Florida Statutes. Documents received with proprietary or confidential information may be resealed and returned without further consideration or obligation.

EXPARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a submittal, the City prohibits exparte communication (i.e., unsolicited) initiated by the Respondent to the City Official or Employee evaluating or considering the submittals prior to the time a proposal decision has been made. Communication between Respondent and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Exparte communication may be grounds for disqualifying the offending Respondent from consideration or award of the proposal then in evaluation or any future proposal.

INSURANCE AND SAFETY REQUIREMENTS

All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of Florida.

The Respondent shall, within ten (10) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements. This insurance shall remain in force and effect throughout the duration of the contract.

A certificate of existing insurance coverage should be submitted with the proposal as proof of insurability. If the current coverage does not meet the proposal requirements then the Respondent should request an affidavit of insurability from the Respondent's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the proposal requirements. The Respondent agrees to accept and abide by the City of Lakeland safety regulations in complete accordance with the attached requirements.

INDEMNIFICATION AGREEMENT

The Respondent agrees to indemnify and hold harmless the City of Lakeland in complete accordance with the attached requirements. This agreement shall be signed, notarized and returned with the proposal submittal. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as non-responsive to the proposal requirements.

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

DRUG-FREE WORKPLACE CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lakeland. Further, all respondents must disclose the name of any City of Lakeland employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondent's firm or any of its branches.

The respondent shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid and that the respondent is not financially interested in, or otherwise affiliated in a business way with any other respondent on the same land or improvements.

ADDENDA

It is the Respondent's responsibility to contact the Purchasing Division prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the proposal.

The failure of a Respondent to submit acknowledgement of any addenda that affects the proposal price(s) may be considered an irregularity and may be cause for rejection of the proposal.

PROPOSAL SUBMITTAL

An original and three (3) copies (collated in sets) of your Proposal submittal and all required submittal data shall be enclosed within a sealed envelope with the words, "Sealed R.F.P. No. 3074 – Foreclosure Registration Services for the City of Lakeland" and the Respondent's name and address clearly shown on the outside thereof. Submittals received with less than four (4) total copies or not submitted on the City of Lakeland Proposal forms may be disqualified as non-responsive.

Mailed proposals must be received in the office of the Purchasing Manager not later than the time set forth for proposal opening. The City of Lakeland, Florida will not be responsible for any lost or late arriving proposals sent via the U.S. Postal Service or other delivery services.

The City at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of the City. The award of this proposal, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Respondent's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this proposal to one (1) Respondent. There is no obligation to buy. The proposal, if awarded, will be in the judgment of the City the most responsive to the City's needs. The City encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements.

City of Lakeland, Florida

Mark D. Raiford, CPPB
Purchasing Manager

Attach.

Cc: Brian Rewis
File

PROPOSAL SUBMISSION FORM:

FORECLOSURE REGISTRATION SERVICES

**For the
CITY OF LAKELAND**

MARCH 1, 2013

R.F.P. NO. 3074

THIS PROPOSAL SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING

Company Name _____

Company Address _____

City _____ **State** _____ **Zip** _____

Telephone (____) _____ **Fax (____)** _____

E-Mail Address _____

The following is in strict accordance with the City of Lakeland Request for Proposal No. 3074, dated March 1, 2013 and all attachments referenced therein.

A. Total Amount Requested for any Additional Cost of the Insurance as Required for this RFP:

\$ _____

Written Out _____ **Dollars**

**B. Total Amount Requested for Acceptance of the City of Lakeland Indemnification Agreement:
(Minimum amount shall be \$100.00):**

\$ _____

Written Out _____ **Dollars**

C. Please State the Name, Address and Telephone Number of the Branch Office that Serves the Lakeland, Florida Area and where Technical Expertise is Available:

Name

Address

Telephone

PROPOSAL SUBMISSION FORM CONTINUED:

FORECLOSURE REGISTRATION SERVICES

For the
CITY OF LAKELAND

MARCH 1, 2013

R.F.P. NO. 3074

D. As a Responsive Respondent I Have Attached All Required Data as Requested in the Attached Specification. If "No" is checked please explain: _____ Yes _____ No

Note: Failure to provide full information with the proposal may be cause for proposal disqualification as non-responsive.

E. Please List a Minimum of Three (3) Projects that Your Company has Successfully Completed Within the Past Three (3) Years which are of Equal Size, Scope, Magnitude and Complexity as the Project to be Done for the City of Lakeland. This List shall be Specifically Prepared for this Bid Submittal and Should Include the Name of the Entity and the Name and Telephone Number of a Responsible Individual Qualified to Respond to Questions Concerning Your Company's Abilities, Costs, Schedules, Etc. Note: Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the work specified herein.

	<u>Company Name</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

F. Please List Any and All Exceptions or Clarifications to this Proposal or the Referenced Documents. Note: Failure to note any exceptions or clarifications shall be construed as a total compliance statement.

Please indicate if any additional sheets of clarifications or exceptions are included: _____ Yes _____ No

PROPOSAL SUBMISSION FORM CONTINUED:

FORECLOSURE REGISTRATION SERVICES

**For the
CITY OF LAKELAND**

MARCH 1, 2013

R.F.P. NO. 3074

G. Schedule:

Work can be started in _____ day(s) after notification of award.

Terms of Payment _____

Note: Payment shall be made within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74, the Local Government Prompt Payment Act.

"I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of the City. The award of this proposal, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Respondent's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this proposal to one (1) Respondent. There is no obligation to buy. The proposal, if awarded, will be in the judgment of the City the most responsive to the City's needs. The City encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements.

Company Name

Authorized Signature

Date Signed

Name of Contact for Questions
(Please Print or Type)

Telephone No. of Contact

PROGRAM BACKGROUND:

In an effort to curtail the growing problem of abandoned, neglected and foreclosed properties in the City of Lakeland, the City Commission has enacted Ordinance No. 5352 establishing a program for the registration of real property in foreclosure as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of properties.

Foreclosure properties that develop overgrown conditions and have unsecured, accessible structures have a negative impact on community value, create conditions that invite criminal activity, and foster an unsafe and unhealthy environment for children. Therefore, it is critical to maintain foreclosure properties to prevent these nuisance conditions.

An outcome of Ordinance No. 5352 will be the mandatory annual registration of foreclosure properties, tracking of these properties, correspondence with mortgagees and property management companies, periodic physical inspection to ensure compliance with City of Lakeland Code of Ordinances and the administration of registry fees.

Ordinance 5352 applies only to properties within the Lakeland City Limits and only pertains to properties that are in foreclosure. For purposes of the City of Lakeland's Foreclosure Registration Program, properties must be under a current notice of default, whereby a mortgagee has filed a foreclosure action or public notice of Default on the mortgage of the property.

If a property meets these conditions it is the responsibility of the mortgagee to perform the following actions:

- Register the property with the City of Lakeland Director of Community Development or authorized designee.
- Designate and retain a Property Manager responsible for the inspection, security and maintenance of the property.
- Pay an annual registration fee as set forth and subject to the periodic adjustment by Resolution of the City Commission.

Violators of this Ordinance may be cited by the City of Lakeland Code Enforcement Office and provided an opportunity to complete the registration process. Continued noncompliance may result in further enforcement action as set forth in the City of Lakeland Code of Ordinances to compel compliance.

To relieve the City of Lakeland of the administrative burden and to bring additional expertise to this area of work, the City of Lakeland is now seeking the services of a consultant to perform the Scope of Work outlined below.

SCOPE OF WORK:

The City of Lakeland is seeking a licensed and qualified firm to provide for the administration of records related to properties in foreclosure within the City limits.

The firm will provide inspection and verification of property status to determine if a property is in violation of the City Ordinance relating to the registration of real property in foreclosure.

The firm will build and maintain an electronic database of searchable property records for properties falling under the ordinance definition of properties in foreclosure. The database will be available on line to City Staff during normal City business hours. The database will be treated as a Public Record and the firm will make any and all Public Records requests for this data available in a timely fashion. The firm will provide the City with free access to and training to City staff of the electronic database.

The firm will develop a Registration Form to create individual property records that captures, at a minimum, the following information:

- Case Number
- Property Address; lot #, Strap#, etc.
- Property Manager; name, contact, address, telephone, fax, email.
- Mortgagee; name, contact, address, telephone, fax, email.
- Property Management Company; name, contact, address, telephone, fax, email.
- Owner of Record; name, contact, address, telephone, fax, email.
- Mailing addresses may not be a Post Office Box.

The firm will track and report changes of information and all changes in status, updating said information, at a minimum, on a monthly basis.

The firm will be responsible for communicating the details and requirements of the Ordinance to the Real Estate, Banking and Lending Communities.

The firm will release letters of notification to properties that come under the Ordinance and will identify those properties in violation of the Ordinance.

The firm, through research and information gathering, will be responsible for identifying the names of mortgagees, agents and owners of properties in violation of the Ordinance and will work closely with City Staff in the areas of registration, fee collection and enforcement.

The firm will collect all registration fees and transfer such fees monthly with matching and substantiating property records to the City.

The selected firm will maintain confidential information and will redact such information, such as social security numbers and other personal data, from property owner records prior to fulfilling public record requests.

All services shall be performed in accordance with established professional standards for such services.

Services will be performed on an as-needed basis and property locations will be located City wide. The selected firm will be able to provide all equipment, personnel and supervision to perform the requested Scope of Work.

The City of Lakeland reserves the right to award contracts to more than one firm to provide these services.

Knowledge of all applicable local, county, state and federal laws and ordinances, real estate law and banking industry standards related to the work is required.

The firms' responsibilities may include attending meetings on behalf of the city, and other necessary work or services identified to complete the work.

The selected firm may be required to work as part of a team and participate closely with other professionals and City Staff as required.

The selected firm shall hold all State, Federal and County/City licenses required to perform the scope of work. The selected firm shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and Local Agencies having jurisdiction and authority. In addition, the selected firm shall retain all files and records, including business records, relating to this scope of work for a period of 3 years following final payment for services and agrees to allow City access to examine and/or audit such records.

QUALIFICATIONS OF PERSONNEL

The respondent shall include qualifications of the individual(s), and any sub-consultants who will provide the services as outlined in the specific discipline(s). This section should include information only on the individuals who will perform work on this project. The information provided under this section should be limited to a maximum of ten (10) pages. The submission must include:

- A. Listing of the individuals or sub-consultants to be utilized for a specific discipline.
- B. Details of qualifications of the individuals and sub-consultants to be assigned to the project to include:
 1. Individuals or subconsultant resume, background and training, business and professional, academic affiliations. (If subconsultants are to be utilized, their experience and credentials must be presented and the methods by which these firms will participate in the process should be stated).
 2. An outline of the proposed function of the individual in the proposed engagement.
 3. Individual's office location.
 4. Individual's current project assignments.

- C. An organizational chart for this project
- D. List at least three (3) references for which the firm, individuals, or sub-consultants provided which are similar in nature to the services requested in this proposal. Please limit these references to contacts within the State of Florida to whom you have provided similar services over the past three (3) years. The reference list should include the client's name, address, telephone number and fax number; a brief description of work satisfactorily completed with location, dates of contracts, names and addresses of owners, and contact person.
- E. A notarized, affirmative statement to the effect that the selection of the proposer shall not result in a conflict of interest with any other party which may be affected by the work to be undertaken. Should any potential or existing conflict be known by a prospective proposer, said prospective proposer must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether or not the prospective proposer would step aside or resign from the engagement or representation creating the conflict.
- F. Any additional information that you feel will be beneficial to the City in evaluating your qualifications. However, any elaborate brochures or voluminous examples are neither required nor desired.

EXPERIENCE

- A. Provide a brief history and organizational structure of your firm.
- B. Past performance in similar activities in Florida. List five (5) projects of similar nature. Title and brief description of each project to include:
 - 1. Client, include contact person, address, telephone number and fax number
 - 2. Nature of work involved in each project
 - 3. Total cost of project and year completed
- C. Briefly explain the process and methods you use to minimize change orders, if applicable.

CAPABILITIES

In addition to the answers to specific questions above, the City is interested in the reasons you believe your firm should be selected to provide professional services to the City. In particular, the City is interested in the unique capabilities of your firm. Be specific as to the exact discipline

INSURANCE REQUIREMENTS

Administration of Records Related to Properties in Foreclosure

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

Insurance Requirements (cont'd)

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

Except for workers compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage.**

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
--------------------------------------	---

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$300,000 Single limit each occurrence
--------------------------------------	---

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

Purchasing and Stores Division



Mark D. Raiford, CPPB
Purchasing Manager

Tara T. Walls, CPPB
Senior Purchasing Agent

Gregory J. Kane
Purchasing Agent

Cynthia D. Webb
Purchasing Agent

Danny Rodriguez
Purchasing Agent

1140 East Parker Street
Lakeland, Florida 33801-2066

Phone: (863) 834-6780

FAX: (863) 834-6777

TDD: (863) 834-8333

E-Mail: purch@lakelandgov.net

Visit our Web Site: <http://www.lakelandgov.net>

ADDENDUM NO. 1

FORECLOSURE REGISTRATION SERVICES

For the
CITY OF LAKELAND

MARCH 13, 2013

R.F.P. NO. 3074

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

1. The City of Lakeland is proposing a change to the ordinance related to these services, Proposed Ordinance No. 13-005, and the effective date would be pushed back to July 1, 2013. This will be addressed at the March 18, 2013 City Commission meeting, <http://www.lakelandgov.net/portals/CityClerk/CityCommission/Agendas/03-04-13/13-005Ord.pdf>.
2. RFP Due Date Extended to: 3:00 p.m. - Friday - March 22, 2013.

Note: All addenda shall be acknowledged in the RFP submittal, therefore please sign the bottom of this page ** and return with the RFP submittal.

All other items remain unchanged.

Tara T. Walls

Tara T. Walls, CPPB
Senior Purchasing Agent

TTW/tw

Cc: Brian Rewis
File

**** ADDENDUM #1 is hereby "ACKNOWLEDGED"**

_____/_____/_____/_____
Signature Title Company Name Date