

**FIRST AMENDMENT TO AGREEMENT #11187
BETWEEN ALACHUA COUNTY AND SALTER FEIBER, PA.
FOR ANNUAL CLOSING AGENT SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____ A.D. 20____, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Salter Feiber, PA with a business address of 3940 NW 16th Blvd, Gainesville, FL 32605, hereinafter referred to as "Professional". Collectively the County and the Professional are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, in 2018, the County issued Request for Proposal (RFP) #19-225 seeking qualified Professionals to furnish Annual Closing Agent Services, in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to RFP #19-225, the County identified the Professional as the top ranked firm; and

WHEREAS, pursuant to RFP #19-225 the parties hereto previously entered into the *Agreement for Professional Services between Alachua County and Salter Feiber, PA*, dated February 12, 2019 (the "Agreement") for the provision of Annual Closing Agent Services; and

WHEREAS, the County has elected to exercise its first option to renew the Term of the Agreement for a two year period commencing October 1, 2019 through September 30, 2021 ("First Renewal Option Term"); and

WHEREAS, the Parties wish to amend the agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

A. SECTION #1 of the Agreement, **Term**, is amended and replaced in its entirety to read:

The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period of October 1, 2019 through and ending September 30, 2021 (the "First Renewal Option Term"), unless earlier terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional two (2) year periods at the same terms and conditions outlined in this Agreement.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

B. This First Amendment shall take effect commencing October 1, 2019 after execution by all Parties.

C. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

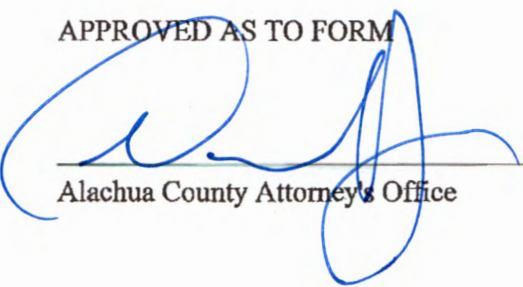
By: _____
Charles S. Chestnut IV, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq. Clerk

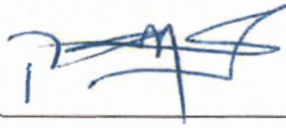
(SEAL)



Alachua County Attorney's Office

PROFESSIONAL

ATTEST
By:  _____
Print: Star M. Sansone
Title: Secretary

By:  _____
Print: David E. Menet
Title: President
Date: June 5, 2019

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

CORPORATE RESOLUTION OF SALTER FEIBER, PA

The undersigned President and Secretary for **Salter Feiber, PA**, a Florida corporation, whose mailing address is 3940 NW 16th Blvd., Bldg. B, Gainesville, FL 32605 (the "**Corporation**"), HEREBY CERTIFY the Corporation is organized and existing under and by virtue of the laws of the State, as a corporation for profit, with its principal office at the address set forth above.

THE UNDERSIGNED FURTHER CERTIFY the following:

THAT **David E. Menet**, as President of the Corporation (the "Signatory") has full power and authority to negotiate the terms, covenants, and conditions of that certain First Amendment to Agreement #11187 Between Alachua County And Salter Feiber, PA For Annual Closing Agent Services between Alachua County and the Corporation for certain services to be provided by the Corporation (the "**Agreement**") as the Signatory may agree, in the sole discretion of the Signatory. The Signatory further has full power and authority to execute and deliver the Agreement on behalf of the Corporation, which execution and delivery shall be binding upon the Corporation without any further acts or approvals of the Corporation.

THAT the following are all of the officers of the Corporation:

NAME	POSITION
David E. Menet	President
James D. Salter	Vice President
John C. Bovay	Vice President
Denise L. Hutson	Vice President
Jennifer C. Lester	Vice President
Star M. Sansone	Vice President, Treasurer, Secretary

WE FURTHER CERTIFY the Signatory named above is duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupies the position set opposite the name; that the foregoing Resolutions now stand of record on the books of the Corporation; and that the Resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.

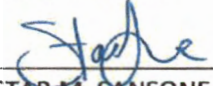
IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands on

JUNE 5, 2019.

CERTIFIED TO AND ATTESTED BY:



DAVID E. MENET
As its President



STAR M. SANSONE
As its Secretary

