

Grants & Contracts - Transmittal Memo

DATE: February 14, 2019

FROM: Purchasing Division, Contracts

TO: Charles Brecken, Ramon Gavarrete

CONTRACT #: 11187

VENDOR: Salter Feiber, PA

DESCRIPTION: #11187 Salter Feiber, PA Agreement for Professional Services for annual closing agent services RFP 19-225

APPROVED BY: Board of County Commissioners

APPROVAL DATE: February 12, 2019

RECEIVED ON: February 14, 2019

TERM START: February 12, 2019

TERM END: September 30, 2019

AMOUNT: NTE \$750,000.00

RFP/BID #: 19-225

GMW: Yes

POR #
(ENCUMBERANCE):

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ALACHUA COUNTY
AND SALTER FEIBER, PA FOR ANNUAL CLOSING AGENT SERVICES**

THIS AGREEMENT is entered into this 12th day of February, 2019 between ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Salter Feiber PA doing business at 3940 NW 16th Blvd, Bldg B, Gainesville, FL 32605 hereinafter referred to as "Professional". Collectively, the County and the Professional shall be referred to herein as the "Parties".

WITNESSETH

WHEREAS, the County issued 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, the County desires to employ the Professional to provide the services described in RFP #19-225 and the Professional desires to provide such services to the County in accordance with the terms and conditions 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 as follows:

1. **Term.** This Agreement is effective upon execution by both Parties (the "Effective Date") and shall continue through September 30, 2019 (the "Initial Term") unless earlier terminated as provided herein. The Term of this Agreement may be renewed at the sole option of the County for two additional two year periods at the same terms and conditions contained 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.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:

2.1. The Professional is professionally qualified to act as the professional for the services

detailed herein and is licensed by all public entities having jurisdiction over the Professional and the closing services;

2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the closing services until the Professional's duties hereunder have been fully satisfied;

2.3. The Professional is familiar with all types of documents necessary to effectuate the real estate transaction;

2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all types of documents necessary to effectuate the real estate transaction, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

2.5. The Professional represents that the deliverables to be prepared by the Professional are adequate and sufficient to accomplish the purposes of the closing services and meet the requirements of all applicable federal, state and local codes and regulations.

2.6. The Professional acknowledges and agrees that the County's review or approval of the deliverables prepared by, or the closing services performed by, the Professional shall in no way diminish the Professional obligations to perform the Closing Services in full compliance with the requirements of this Agreement nor shall it diminish Professional's warranty pertaining to the Services.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Exhibit "1"** (hereinafter, the **Services**”).

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Exhibit "2."**

5. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

5.1. For performing the Services, the Professional shall be paid in accordance with the Fee Schedule attached hereto and incorporated by reference as **Exhibit "1A,"** provided that total amount to be paid to the Professional SHALL NOT EXCEED Seven Hundred Fifty Thousand Dollars (\$750,000.00) annually during the Initial Term of the Agreement ("Annual Contract Price"), unless approved by the Board of County Commissioners. For the purposes of this provision, "annually" means the County's fiscal year, which runs from October 1st through September 30th.

5.2. Except as otherwise authorized in Section 5.1, the County shall not pay or reimburse the Professional for any expenses incurred by the Professional to perform the Services.

5.3. As a condition precedent to being owed any payment under this Agreement, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for Services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour.]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for Services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Alachua County Public Works
County Surveyor
5620 NW 120 Lane
Gainesville, Florida, 32653

5.4. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.5. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Salter Feiber, PA
3940 NW 16th Blvd, Bldg. B
Gainesville, Florida 32605
ATTN: David E. Menet

6. **Authorization for Services.** Authorization for performance of Work by the Professional under this Agreement shall be in the form of written Work Orders issued and executed by the County

and signed by the Professional. A form Work Order is attached hereto as Exhibit 3. Each Work Order shall describe the scope of the Work to be performed by the Professional, state the dates for commencement and completion of the Work, and establish the amount that the County shall pay the Professional under the Work Order, and method of payment. The Work Orders will be issued under, and shall incorporate the terms, of this Agreement. The County makes no covenant or promise as to the number of available projects, or that the Professional will perform any project for the County during the Initial Term or subsequent renewal Term of this Agreement. The County reserves the right to contract with other parties for the Work contemplated by this Agreement when it is determined, by the County, to be in its best interest to do so.

6.1. The County Surveyor is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders ("Change Orders") on behalf of the County provided that the compensation to be paid to the Professional for all Work Orders and Change Orders issued by the County shall not exceed the Annual Contract Price set forth in Paragraph 5 of this Agreement. It shall be the Professional's duty and responsibility to track the total, cumulative dollar amount of all Work Orders and Change Orders each fiscal year. In the event that the County issues Work Orders or Change Orders that collectively, or individually, exceed the Annual Contract Price set forth in Paragraph 5.1, said Work Orders or Change Orders last issued that would cause the Annual Contract Price to be exceeded shall automatically be deemed invalid, and the Professional shall immediately notify the County and shall not commence said Work without further authorization from the Board of County Commissioners.

6.2. Change Orders to existing Work Orders will be authorized by a Work Order Change Order Exhibit 3A

7. **Alachua County Minimum Wage:** The Services performed through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement. The County may amend the applicable Minimum Wage on or before October 1st of each year.

7.1. The current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the "Minimum Wage").

7.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.

- 7.3. The Professional must provide certification, **Exhibit "4"**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement.
- 7.4. The Professional shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Professional is responsible to make any person submitting a bid for a subcontract for covered Services aware of the requirement.
- 7.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 7.6. The Professional will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Professional and subcontractor
8. **Personnel.**
- 8.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the Parties anticipate the following Parties will perform those functions indicated:
- | <u>NAME</u> | <u>FUNCTION</u> |
|----------------------|---------------------------------------|
| <i>David E Menet</i> | <i>Attorney and /or Closing Agent</i> |
- 8.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Public Works Director or specified designee may authorize changes to this list in writing.
9. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Professional's and County's representatives are:

County:
County Surveyor (as specified designee)
Alachua County Public Works Department
5620 NW 120 Lane
Gainesville, Florida 32653

Professional:
Salter Feiber, PA
3940 NW 16 Blvd, Bldg B
Gainesville, Florida 32605

Attn: David E. Menet

A copy of any notice, request or approval to the County must also be sent to:

J. K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
Attn: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

10. Default and Termination.

- 10.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Public Works Director or specified designee is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager or specified designee is authorized to provide final termination notice on behalf of the County to the Professional.
- 10.2. The County may also terminate the Agreement without cause by providing written notice to the Professional (hereinafter, "Termination for Convenience"). The Public Works Director or specified designee is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Professional will immediately discontinue all Services affected (unless the notice directs otherwise) and deliver to the County all documentation as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Professional's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
- 10.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all Services completed prior to delivery of notice of

termination. In the event of such Termination, Professional's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

11. Project Records.

11.1. General Provisions:

- 11.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 11.1.2. In accordance with §119.0701, Florida Statutes, the Professional, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 11.1.3. Professional shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

11.2. Confidential Information:

- 11.2.1. During the term of this Agreement, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."

11.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

11.3. Project Completion

11.3.1. Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

11.4. Compliance

11.4.1 A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL ryoho@alachuacounty.us, PHONE (352) 264-6906 , OR US MAIL 12 SE 1st ST, Gainesville, FL 32601

- 12. Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.
- 13. Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "5."** A copy

of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as Exhibit "5-A".

14. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

15. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the Services required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Services outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

16. **Indemnification**

16.1 To the maximum extent permitted by Florida law, the Professional shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Professional or anyone employed or utilized by the Professional in the performance of this Agreement. Professional agrees that indemnification of the County shall extend to any and all Services performed by the Professional, its subcontractors, employees, agents, servants or assigns.

16.2 The Professional obligation to indemnify under this Article 16 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations

16.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

16.4 In any and all claims against the County or any of its agents or employees by any employee of the Professional, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article 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 Professional or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts

16.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

17. **Standard of Care.** The Services of the Professional shall be performed with the skill and care

which would be exercised by a qualified professional performing similar Services at the time and place such Services are performed. If the failure to meet these standards results in deficiencies in the Services, the Professional shall be responsible for all direct and consequential damages incurred by the County arising from those deficiencies.

18. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
19. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
20. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
21. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
22. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
23. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
24. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
25. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
26. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement

shall be in the state court in Alachua County, Florida.

27. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
28. **Amendments.** The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties.
29. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
30. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
31. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is acknowledged and agreed that both Parties have substantially contributed to the preparation of this Agreement.
32. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

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IN WITNESS WHEREOF, the Parties have caused this 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
Charles S Chestnut, IV, Chair
Board of County Commissioners

Date: 02/13/2019

ATTEST:

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

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: James D. Salter

Print: JAMES D. SALTER

Title: VICE PRESIDENT

PROFESSIONAL
SALTER FEIBER, PA

By: David E. Menet

Print: DAVID E MENET

Title: PRESIDENT

IF INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

EXHIBIT 1: Scope of Services

The Professional shall, on an as-needed basis, perform all closing services associated with the County's acquisition or disposition of real property and conservation easements, regardless of the method of acquisition or disposition, including but not limited to purchase, dedication, gift, exchange, vacation, abandonment or sale. The Professional's Services may include, but not be limited to the following:

1. Provide the title commitment (or title search and/or update of abstracts), including copies of all instruments creating rights, interests, or encumbrances, for the property boundary as well as ingress-egress descriptions.
2. Work with the County and the landowners to clear exceptions to title and resolve vesting interests.
3. Update the title commitment, based upon the final legal description of the property or easement area, including copies of all instruments that created rights, interests, or encumbrances on the property, not included on the original title commitment, for the property boundary and ingress-egress descriptions.
4. Hold funds in escrow, provide closing protection coverage, disburse payment to the proper recipient, and comply with Internal Revenue Service (IRS) tax reporting requirements such as Form 1099.
5. Obtain signatures on warranty deeds, subordination agreements, limited lien waivers, affidavits, and any other documents necessary to close a transaction.
6. Record documents in the Official Records of Alachua County.
7. Provide a final title insurance policy.
8. Provide other services, as necessary, to effectuate County real estate transactions.

EXHIBIT 1A: Fee Schedule

STANDARD CLOSING SERVICES	RATE
Standard Settlement Fee	\$450
Title Insurance	Statutory title insurance rates adopted pursuant to Sec. 627.782, Fla. Stat.
Standard title search fee	\$75
Exam Fee	\$75
Recording Fees	Statutory rates adopted pursuant to Sec. 28.24, Fla. Stat.
ADDITIONAL AND EXCEPTIONAL LEGAL SERVICES	
Additional services, only after written authorization from the County, when title insurance is obtained	\$125/hour
Additional services, only after written authorization from the County, when title insurance is not obtained	\$250/hour

For Standard transactions, the Professional shall charge its Standard Settlement Fee and will not charge an Additional and Exceptional Legal Consulting Services fee. Standard transactions generally includes: contract review; review and preparation of title commitment and title search report; survey review; preparation of closing documents (settlement statement, deeds, affidavits, etc.); coordinating with sellers to obtain payoffs or partial releases of mortgages; holding closing for execution of documents; collecting and disbursing funds; recording necessary title documents; providing copies of closing documents to parties; and issuing final title insurance policy.



EXHIBIT 2: Duties of the County

1. The County shall have and perform the following duties, obligations, and responsibilities to the Professional:
 - 1.1. The County Surveyor, as specified designee (hereinafter referred to as the "Surveyor") is authorized to request closing services under this Agreement.
 - 1.2. The Surveyor shall approve all invoices prior to payment.
 - 1.3. The Surveyor shall serve as liaison with the Professional.
 - 1.4. The Surveyor will render requested decisions and authorizations promptly, in writing, to prevent unreasonable delays.
 - 1.5. The County shall compensate the Professional for services rendered under this Agreement in accordance with each closing service request.
 - 1.6. The County shall provide written notice to proceed for each closing service request.

Exhibit 3: WORK ORDER NOTICE TO PROCEED FOR CONTINUING CONTRACTS

WORK ORDER NO: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION:

County: Alachua County, a political subdivision of the State of Florida.

Date Issued: _____

PROFESSIONAL:

PROFESSIONAL'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of

_____ between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

☐ drawings/plans/specifications

☐ scope of services

☐ special conditions

☐ _____

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon ☐ the date written above or upon issuance of a ☐ Notice to Proceed by County and shall be completed within _____ (____) calendar days.

METHOD OF COMPENSATION:

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(a) This Work Order is issued on a:

- ☐ fixed fee basis
- ☐ time basis method with a not-to-exceed amount
- ☐ time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$ _____). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$ _____). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$ _____) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this ____ day of _____, 20____, for the purposes stated herein.

PROFESSIONAL:

Witness

By: _____

Signature

Title: _____

Print Name and Title

Date: _____

ALACHUA COUNTY, FLORIDA

By: _____

Alachua County

Date: _____

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EXHIBIT 3A: AMENDMENT TO WORK ORDER FOR CONTINUING CONTRACTS

AMENDMENT # _____

NTP/Project # _____

Date Issued: _____

Professional: _____

Invoicing Reference # _____

Contract Manager: _____

Project #: _____

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Completion Date: _____ (_____ days after NTP)

New Completion Date: _____ (_____ days after NTP)

Not valid until signed by County

ALACHUA COUNTY:

By: _____

Title: _____

Date: _____

PROFESSIONAL:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 4: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name:

Salter Feiber, PA

3940 NW 16 Blvd, Building B

Gainesville, Florida 32605

Phone Number: 352 376-8201

Point of Contact: David E. Menet

Project Description: Provide closing agent services to Alachua County related to real estate or easement acquisitions.

ATTEST (By Corporate Officer)

By: [Signature]

Print: JAMES D. SALTER

Title: VICE PRESIDENT

PROFESSIONAL

By: [Signature]

Print: DAVID E. MENET

Title: PRESIDENT

Date: JANUARY 14, 2019

IF INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

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EXHIBIT 5: Insurance Requirements

TYPE "B" INSURANCE REQUIREMENTS "Professional or Consulting Services"

Professional shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Professional, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional; products and completed operations of the Professional; or automobiles owned, leased, hired or borrowed by the Professional.
 - 2 The Professional's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Professional's insurance and shall be non-contributory.
- C All Coverages
 - 1 The Professional shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS

Professionals shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

EXHIBIT 5A: Certificate of Insurance

		SALTFEI-02	CALLISON														
CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/10/2019															
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																	
PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: _____ PHONE: (352) 377-2002 FAX: (352) 376-8393 E-MAIL: _____ ADDRESS: _____																
INSURED Salter Feiber, PA 3940 NW 16th Blvd, Bldg B Gainesville, FL 32605	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Main Street America Protection Insurance Company</td> <td>13026</td> </tr> <tr> <td>INSURER B: Zenith Insurance Company</td> <td>13269</td> </tr> <tr> <td>INSURER C: Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Main Street America Protection Insurance Company	13026	INSURER B: Zenith Insurance Company	13269	INSURER C: Landmark American Insurance Company	33138	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	
COVERAGES																	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																	
PER LTA	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	BPP7001K	01/01/2019	01/01/2020												
					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (PER OCCURRENCE) \$ 500,000 MED EXP (ANY ONE PERSON) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COVERED AGG \$ 2,000,000 HIRED/NO Auto \$ 1,000,000 COMBINED SINGLE LIMIT (PER OCCURRENCE) \$ BODILY INJURY (PER PERSON) \$ SEXUAL ABUSE (PER PERSON) \$ PROPERTY DAMAGE (PER PERSON) \$ EACH OCCURRENCE \$ AGGREGATE \$												
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>																
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$																
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY OCCURRENCE WITH/OUT EMPLOYMENT (EXCLUSIONS IN POLICY) PER POLICY PERIOD DESCRIPTION OF OPERATIONS: EMPLOYMENT IN FL	N/A	Z135535101	01/01/2019	01/01/2020												
					<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000												
C	Professional Lmb		LHR773517	01/01/2019	01/01/2020												
					Errors & Omissions \$ 1,000,000												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Location: 3940 NW 16th Blvd, Bldg B, Gainesville, FL Alachua County Board of County Commissioners, its officials, employees, and volunteers are listed as additional insured with respect to the General Liability as required by written contract. A 45 day notice of cancellation applies in favor of the certificate holder. A 10 day notice applies for non-payment.																	
CERTIFICATE HOLDER			CANCELLATION														
Alachua County Board of County Commissioners 12 S.E. 1st Street Gainesville, FL 32601			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 														

ACORD 25 (2016/03)

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CORPORATE RESOLUTION OF SALTER FEIBER, PA

The undersigned President and Board Chairperson 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 Agreement For Professional Services between Alachua County and the Corporation for annual Closing Agent Services (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 JANUARY 10, 2019.

CERTIFIED TO AND ATTESTED BY:

X

DAVID E. MENET

As its President

X

STAR M. SANSONE

As its Vice President



Agenda

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Jack Durrance Board Room
12 SE 1st Street
Gainesville, Florida**

February 12, 2019 BoCC Regular Meeting 9:00AM

Agenda Item #32.

Agenda Item Name:

Closing Agent Services Agreements (Real Estate)

Presenter:

Ramon Gavarrete, 352 548-1214, Charles Brecken, 352 548-1224

Item Description:

Request approval of annual Closing Agent Services Agreement with Salter Feiber, P.A.

Recommended Action:

Approve continuing services agreement for annual real estate closing agent services (RFP 19-225) with Salter Feiber, P.A. (Formerly known as Dell Salter, P.A.).

Prior Board Motions

July 10, 2018 - Board approved the the ranking of RFP 19-225 Annual Closing Agent Services, and authorized staff to negotiate an agreement with the top ranked firm. 1. Dell Salter, PA. (Now known as Salter Feiber, P.A.)

Fiscal Consideration:

Contracts will be on an as-needed basis and real property closing agent services are included in the departments annual operating budgets and capital project budgets.

The closing agent contracts for RFP 19-225 are not to exceed the amount of \$750,000.00.

Background:

This agreement is necessary to acquire real property closing services in a timely and efficient manner. Closing services are required. This agreement provides professional closing services for Public Works and any other County departments in need of real estate closings.

This consultant is the top ranked firm. (Formerly Dell Salter, P.A.)