

**TERM CONTRACT FOR CLOSING AGENT,
TITLE SEARCH AND TITLE INSURANCE SERVICES
(RFP-603473-19/BJC)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **VOIGHT, P.A.**, duly authorized to conduct business in the State of Florida, whose address is 7680 Universal Boulevard, Suite 565, Orlando, Florida 32819, in this Agreement “AGENT,” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement “COUNTY.”

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified AGENT to provide closing agent, title search and title insurance services for COUNTY; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of agents; and



WHEREAS, AGENT is competent, qualified, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and AGENT agree as follows:

Section 1. Services. COUNTY hereby retains AGENT to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. AGENT is also bound by all requirements as contained in the solicitation package, all addenda to this package, and AGENT’s submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of

specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

Section 2. Term. Notwithstanding this Agreement's date of execution by COUNTY, this Agreement takes effect on September 13, 2019, and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations by both parties under such Release Orders will remain in effect until delivery and acceptance of the services authorized by the respective Release Order.

Section 3. Authorization for Services. Authorization for provision of services by AGENT under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that AGENT will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be provided by AGENT must be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate AGENT for the services provided for under this Agreement on a Fixed Fee basis. When a Release Order is issued on a

Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) AGENT shall supply all services required by the Release Order, but in no event will AGENT be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, AGENT may invoice the amount due based on the percentage of total Release Order services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to AGENT when requested as services are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, AGENT shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of AGENT, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice must be sent to:

Seminole County Attorney's Office
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

(e) Upon review and approval of AGENT's invoice, COUNTY shall pay AGENT the approved amount, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, AGENT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of AGENT at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to AGENT and COUNTY. Total compensation to AGENT may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to AGENT. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) AGENT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. AGENT shall make such materials available at AGENT's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the

terms of the Agreement, AGENT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. AGENT is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by AGENT's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to AGENT, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of AGENT to fulfill its obligations under this Agreement. Upon receipt of such notice, AGENT shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by AGENT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, AGENT will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of AGENT to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, AGENT will be liable to COUNTY for all reasonable additional costs associated with AGENT's failure to fulfill its obligations under this Agreement.

(d) AGENT will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of AGENT, but AGENT will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of AGENT include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of AGENT.

(e) If after notice of termination for AGENT's failure to fulfill its obligations under this Agreement it is determined that AGENT had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement will prevail.

Section 11. Equal Opportunity Employment. AGENT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. AGENT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. AGENT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for AGENT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for AGENT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) AGENT shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) AGENT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of AGENT to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. AGENT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. AGENT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, AGENT shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to AGENT's provision of materials or services under this Agreement caused by AGENT's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. AGENT shall procure and maintain insurance required under this Section at AGENT's own cost.



(1) AGENT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, AGENT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that

COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by AGENT, AGENT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, AGENT shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by AGENT will relieve AGENT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the AGENT shall immediately notify COUNTY as soon as AGENT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as AGENT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, AGENT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of AGENT, AGENT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at AGENT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by AGENT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by AGENT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) AGENT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. AGENT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for

liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both AGENT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) AGENT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) AGENT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00

Injury Limit
Each Occurrence Limit \$1,000,000.00

(3) Professional Liability Insurance. AGENT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) AGENT's insurance must cover AGENT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by AGENT. In the event AGENT does not own automobiles, AGENT shall maintain coverage for hired and non-owned auto liability for autos used by AGENT, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by AGENT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit \$1,000,000.00

(d) Coverage. The insurance provided by AGENT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of AGENT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve AGENT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, AGENT hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which AGENT had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and AGENT.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by AGENT, COUNTY shall designate and advise AGENT in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, AGENT shall designate or appoint one or more representatives who are authorized to act on behalf of AGENT and bind AGENT regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting AGENT (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. AGENT is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by AGENT in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by AGENT not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) AGENT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. AGENT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, AGENT shall provide COUNTY with all requested public records in

AGENT's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) AGENT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) AGENT shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) AGENT shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) AGENT shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, AGENT shall transfer, at no cost to COUNTY, all public records in possession of AGENT, or keep and maintain public records required by COUNTY under this Agreement. If AGENT transfers all public records to COUNTY upon completion of this Agreement, AGENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AGENT keeps and maintains the public records upon completion of this Agreement, AGENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to AGENT. AGENT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AGENT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, RHOOPER@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, AGENT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to AGENT.

Section 28. Patents and Royalties. Unless otherwise provided, AGENT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. AGENT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by AGENT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to AGENT. If such a claim is made, AGENT shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to AGENT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.



Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Attorney's Office
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

For AGENT:

Voight, P.A.
7680 Universal Boulevard, Suite 565
Orlando, Florida 32819

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:



VOIGHT, P.A.

Witness

AMY M. VOIGHT, President

Print Name

Date

Witness

Print Name

[Signature page continues on Page 20.]

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
RAY HOOPER, Purchasing and
Contracts Manager

Print Name

Date: _____

Witness

Print Name

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2019, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney



DGS/dre
06/10/19

Attachments:

Exhibit A - Scope of Services and Fee Structure

Exhibit B - Sample Release Order

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Exhibit A Scope of Services

The Agency will provide Title Services including title searches, record title deeds, re-certification and update of title searches, title insurance commitments, title insurance, closing services and cancellation fees. All documents and other data other than working papers, prepared or obtained by the Agency in connection with its services hereunder shall be delivered to, and shall become the property of, Seminole County prior to final payment to the Agency, except that Agency may retain copies for its own files. All documents prepared by the Agency must bear the endorsement of a person in full employ of the Agency who is duly licensed or registered in the State of Florida to perform the services specified herein.

The firm that will be responsible for the County's account must be located within a 60-mile radius from the Seminole County Attorney's Office located at 1101 East 1st Street, Sanford, Florida 32771.

DEFINITIONS:

- A. **Title Search:** A review of the Public Records and title plant records for the purpose of determining the record owner and all outstanding encumbrances on a parcel of land. Research shall include all records beginning with the earliest Public Records of the County in which the parcel of land is located and continuing through the date of certification of the Title Search Report. The Title Search Report shall be used as the primary document required in the performance of Title Search Services.
- B. **Parcel:** A parcel shall be considered to be a tract of land under single ownership which may have been acquired in one or more conveyances that are abutting or contiguous. If a conveyance includes land on both sides of a road or in separate blocks of a subdivision, it will ordinarily be considered one parcel for title search purposes. Separate lots within a subdivision under a single ownership will ordinarily be considered one parcel. An exception will be made when the title report indicates that the separate properties or lots were obtained by the present owner from separate chains of title, in which case each chain of title may be considered a parcel for purposes of payment.

TITLE SEARCH - SPECIFIC REQUIREMENTS FOR TITLE SEARCH:

- A. **Contiguous Lands:** Each title search report must contain information to identify all contiguous lands held by a record owner. Agency shall provide two (2) photocopies of the typewritten report setting out the results of the title search. Title Search as outlined in the definitions section of these specifications, containing the certification of the Agency and including all attachments as required (copy of format attached) shall be furnished. Such information will be supplied by the Agency to the County in accordance with County title search requirements. All requests by the County for services to be rendered by the Agency under this Term Contract shall be in writing in the manner prescribed by the County.
- B. **Attachments to Reports:** Each title search report must include legible copies of all recorded instruments which create an existing interest in the land under search. In addition, copies of all conveyances within the five (5) years immediately preceding the search must be included. If no conveyances occurred within the preceding five (5) years,

the following note should appear on the title search report: "Five Year History-None". Copies of additional documents may be requested by the County when such are required to clearly define the boundaries of parcels or the full extent and nature of encumbrances and shall be provided to the County at no charge.

- C. **Record Owner:** Each title search report must reflect the full name and marital status, if shown, of the last grantee of record. The name and address shown on the current tax rolls must be included under the tax roll information.

- D. **Reporting Encumbrances:** All encumbrances to the title of a parcel must be reported completely including complete copies of all recorded encumbrances and their assignments, mergers or name changes.

- 1) Easements/Rights-of-Way, Private and Public.
- 2) Reservations (including Murphy Act).
- 3) Oil, Gas, and Mineral Rights and all Leases, Deeds, and/or Royalty Transfers which include any surface rights.
- 4) Mortgages, Financing Statements, Assignments of Rents and Profits.
- 5) Leases, Assignments of Leases.
- 6) Final Judgments, Statements of Claim, Liens, Federal Tax Liens. (Search each individual name, do not do joint judgment search).
- 7) Wild Deeds.
- 8) Death Certificates.
- 9) Tax Certificates - the number, year, and name of the holder of the certificate must be reported. A minimum twenty (20) year tax search is required on all parcels.
- 10) Bankruptcy - Copy of Docket and Social Security Number(s) of Debtor(s) and Schedules A & C.
- 11) Copy of Plat for all platted property.
- 12) Restrictions and any amendments.

- E. **Estates:** When a record owner is deceased and probate proceedings have been initiated, the title search must include copies (from the Probate Case, not just those recorded in the Official Records) of the following probate proceedings documents:

- 1) Petition for Administration
- 2) Order of Administration
- 3) Designation of Agent or Attorney
- 4) Order appointing Personal Representative
- 5) Last Will & Testament
- 6) The Order Determining Heirs
- 7) Inventory
- 8) Receipt for Estate Tax and/or Non-Tax Certificate
- 9) Order for Distribution
- 10) Receipt of Beneficiaries
- 11) Order of Discharge

- F. **Insanity Proceedings:** When reporting insanity proceedings concerning a present record owner, the date of commitment and the name of the appointed Guardian are required, together with a statement concerning whether disabilities have been removed.

- G. **Divorces:** When reporting divorces between record owners, provide a copy of the Final Judgment and any amended Final Judgments, along with a copy of the Property Settlement Agreement and any amended Property Settlement Agreements (whether recorded in the Official Records or not).
- H. **Guardianships:** When title to real property is vested in a minor or incompetent, the report must show the name of the appointed Guardian or a statement that no such appointment has been made.
- I. **Government Lands:** When title to real property is held by Federal, State, or local government, the branch or agency holding the title must be reported.

RECORD TITLE DEED CREDIT:

If the County should desire that a title search be done on a parcel for which a Record Title Deed was previously requested and delivered, the Record Title Deed fee paid by the County to the Agency shall constitute a credit or prepayment against the total title search fee to be charged by the Agency, as long as the title search report is requested within eighteen (18) months of the date of the request for Record Title Deed.

RECERTIFICATION AND UPDATE OF TITLE SEARCH:

- A. The County may require an update of any or all title searches. An update shall be prepared and issued in an original and two (2) copies. The original of each update shall have attached to it legible copies of all instruments which create encumbrances on the parcel and legible copies of documents that satisfy or extinguish previously reported encumbrances. If no changes have occurred, the update shall so indicate.
- B. Agency shall be paid for each update report as per the rate given on the cost proposal form. Each update report shall be technically reviewed for minimum title search requirements before being accepted for payment.
- C. An update report request shall be applicable only to a title search dated within eighteen (18) months of the date of the County's request of the original title search for which an update is requested. All update report requests relating to a parcel upon which a title search was requested more than eighteen (18) months prior to the date of an update report request shall be treated as a request for a new title search and shall be so compensable.

TITLE INSURANCE AND CLOSING SERVICES:

Issue title insurance and perform closing services for the County as follows:

- A. Prepare and issue an original of a Title Insurance Commitment, assuring the issuance of Title Insurance for a period of six (6) months, on any parcel determined by the County.
- B. Perform update on Title Insurance Commitment, such update to be prepared and issued as an original or endorsement to the original. Updates will include the owner's name, the legal description of the parcel and all encumbrances of record since the original Title Insurance Commitment was issued. The update will specifically report all new encumbrances and will indicate the status of all previously reported encumbrances. Each

update shall have attached to it legible copies of all instruments which create encumbrances on the parcel and legible copies of documents that satisfy or extinguish previously reported encumbrances. If no changes have occurred, the update shall so indicate.

- C. Prepare and issue a Title Insurance Policy to the County on each parcel requested by the County. The insured value shall be no less than the purchase price of the parcel as identified by the County.
- D. Schedule and handle the real estate closings for parcels for which Title Insurance Policies are to be issued. The Closing Agent shall conduct the closings at an authorized Seminole County Office or, if requested by the County, at the Closing Agent's local office.

A single, primary closing agent shall be designated to close all Seminole County transactions, subject to the approval of County. A backup closing person may be designated and shall become familiar with all aspects of Seminole County closings in the event that the primary person is not available.

- E. All work shall be accomplished in accordance with the terms of the approved agreement or contract for sale and purchase; time is of the essence. Delivery of title searches, Title Insurance Commitments, Title Insurance Policy, Record Title Deeds, etc., shall be accomplished in accordance with the time requirements of the County and as agreed by the parties.
- F. All work shall be subject to review and approval by the County.

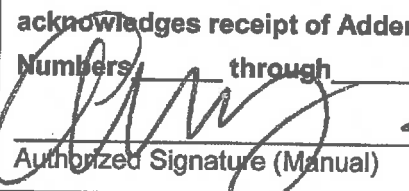
RESPONSIBILITIES:

The County shall furnish the Agency with existing data, plans and other information that are available in the County's files which may be necessary or useful in connection with the services to be performed, all of which shall be and remain the property of the County and shall be returned to the County, at the County's request, upon completion of the services to be performed.

The County's designated representative shall examine all documents presented by the Agency and render, in writing, decisions indicating the County's approval or disapproval within a reasonable time so as not to delay the work of the Agency.

The County's designated representative shall transmit instructions, receipt of information and interpretation and definition of County policies and decisions with respect to the work covered by this contract.

The County's designated representative shall provide prompt written notice to the Agency whenever the County observes, or otherwise becomes aware of, any defects or changes necessary in the work.

SUBMIT PROPOSALS TO: Seminole County 1301 East 2nd Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	REQUEST FOR PROPOSALS (RFP) And Proposer Acknowledgment
Contact: Betsy J. Cohen, CPM, CPPO Procurement Administrator Phone: 407-665-7112 Email: bcohen@seminolecountyfl.gov	RFP-603473-19/BJC CLOSING AGENT, TITLE SEARCH AND TITLE INSURANCE SERVICES
<p align="center"> PROPOSAL DUE DATE – May 8, 2019 Time: 2:00 PM (Eastern Standard Time) Location of Public Opening: Purchasing & Contracts Division, 1301 East 2nd Street, Sanford, FL 32771 </p>	
Proposer Name: VOIGHT, PA	Federal Employer ID Number: 27-1246306
Mailing Address: 7680 Universal Blvd Suite 565 City, State, Zip: ORLANDO, FL 32819	If returning as a "No Submittal", state reason <u>(If so, return only this page):</u>
Type of Entity (Circle one) <u>Corporation</u> Partnership Proprietorship Joint Venture Incorporated in the State of: <u>FLORIDA</u> List of Principals: <u>AMY M. VOIGHT</u> <u>WILLIAM C. VOIGHT, II</u>	The undersigned Proposer hereby acknowledges receipt of Addenda Numbers <u> </u> through <u> </u> :  <u>4/19/2019</u> Authorized Signature (Manual) Date
Email Address: <u>AMY@MYVOIGHT.COM</u>	Typed Name: AMY M. VOIGHT
Telephone Number: <u>407-477-4559</u>	Title: <u>PRESIDENT</u>
Fax Number: <u>321-396-7631</u>	Date: <u>4/19/2019</u>

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN PROPOSAL

The Proposer is expected to completely analyze the information contained in this Request for Proposals (RFP) as guidance for the preparation of their written proposal. The Proposer's written proposal should be specific, detailed, and complete in order to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements, and it should include a logical plan to accomplish the task(s) under the proposed scope of work.

Part - 4
Price Proposal

RFP-603473-19/BJC – CLOSING AGENT, TITLE SEARCH & TITLE INSURANCE SERVICES

Name of Proposer: VOIGHT, PA

Mailing Address: 7680 Universal Blvd Suite 565

City/State/Zip: ORLANDO, FL 32819

Phone Number: (407) 477-4559 FAX Number: (321) 396-7631

E-Mail Address: AMY@MYVOIGHT.COM

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. _____ through _____, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

FEE STRUCTURE – PER PARCEL	
DESCRIPTION	COST
Complete Title Search:	\$325 COMMERCIAL \$150 RESIDENTIAL
Basic Title Search:	\$325 COMMERCIAL \$150 RESIDENTIAL
Updated Title Search:	\$30
Special Title Search:	\$150
Updated Special Title Search:	\$30
Rush Title Search:	\$150
Record Title Deed:	\$100
Closing Services in connection with Title Insurance	\$350
Cancellation Fee	SEARCH FEE REIMBURSEMENT ONLY

The County may require the Agent to provide additional services related to Title Search, Title Insurance Services, outside the identified scope of services. Such requests must be approved and authorized by County's Representative prior to commencement of work. The fee structure shall include all costs associated with providing the required services including, but not limited to, general Administrative Overhead, fringe and benefits, profit, travel and reimbursable expenses, equipment and related items, any cost associated with work

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000858

Board of County Commissioners
PURCHASE ORDER



ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

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ORDER DATE
REQUISITION
REQUESTOR
VENDOR #

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EXHIBIT B

ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956
ANALYST

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.

TOTAL AMOUNT

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772

Accts. Payable Inquiries - Phone (407) 665 7656

Terms and Conditions

- 1. AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.
- 2. DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.
- 3. WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-596), as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.
- 4. MODIFICATIONS.** This order can be modified or rescinded only in writing by the parties or their duly authorized agents.
- 5. TERMINATION.** The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.
- 6. INDEMNIFICATION.** Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the County by this clause are cumulative with, and in no way affect any other legal remedy the County may have under this order or at law.
- 7. INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or altercation related to the Supplier's Insurance Certificate. All policies shall name Seminole County as an additional insured.
- 8. INSPECTION.** All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.
- 9. TAXES.** Seminole County Government is a non-profit organization and not subject to tax.
- 10. FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Clerk of the Court and Comptroller, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.
- 11. PAYMENT TERMS.** It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.
- 12. PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.
- 13. PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.
- 14. QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.
- 15. ASSIGNMENT.** Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.
- 16. EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.
- 17. RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.
- 18. FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.
- 19. FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.
- 20. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.
- 21. FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, Florida Statutes.