

**CONTINUING SERVICES AGREEMENT WITH
SALTER FEIBER, P.A.
FOR ANNUAL CLOSING AGENT SERVICES
NO. 14142**

This Continuing Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Salter Feiber, P.A., a Florida for profit corporation which is authorized to do business in the State of Florida (“Professional”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued a solicitation (RFP 24-225) seeking qualified firms or individuals to provide to provide Closing Agent Services to the County on an as-needed basis; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Professional as top ranked entity in the solicitation process; and

WHEREAS, the Professional is willing to provide the work and services to the County; and

WHEREAS, the County desires to engage Professional to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Professional agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope.** In accordance with the terms and conditions of this Agreement, Professional agrees to provide and perform provide Closing Agent Services on an as-needed basis, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Scope of Services attached hereto may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term.** This Agreement is effective on the day the last Party signs it and continues until September 30, 2026, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for one additional two-year term. The Professional may elect not to renew this Agreement provided the County is provided with written notice at least 90 days prior to the start of the fiscal year (October 1) for the renewal term.
4. **Qualifications.** By executing this Agreement, Professional makes the following representations to County:
 - A. Professional is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
 - B. Professional is familiar with all types of documents necessary to complete real estate transactions and closing services and will deliver such in a manner that is accurate and in conformity and in compliance with applicable law, codes, rules and regulations.
 - C. Professional will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task property and satisfactory. Professional will perform the Services 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 failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential

damages arising from the deficiency.

- D. Professional will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Authorization for Services.** When needed, authorization for performance of the Services by Professional under this Agreement will be in the form of written Task Assignments issued by Authorized County Staff. For purposes of this Agreement, Authorized County Staff are the County Manager, Public Works Director and designee(s), Environmental Program Manager and designee(s), County Attorney and designee(s), and the Community Support Services Director or designee. Task Assignments may be sent to Professional electronically. If needed, the Authorized County Staff may schedule and consult the Professional prior to issuing a Task Assignment to discuss the Services needed. Each Task Assignment will describe the name of the project, subject matter, or description of property in which Services are being requested by the County by Professional. Task Assignment issued may be amended by Authorized County Staff by written notice to Professional. The County makes no covenant or promise as to the amount or number of Services to be requested of Professional under this Agreement. The County may obtain the same or similar Services from other Professionals, or the County may undertake the same or similar Services on its own behalf. The Professional agrees that in the event the Professional cannot meet the County's specifications, including but not limited to a time constraint, nothing herein precludes the County to obtain the Services from another source.

6. **Payment.**

- A. The County will pay Professional for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Professional for the Services required will not exceed **Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00)** ("NTE amount") **per fiscal year** (Oct 1 – Sept 30). Expenses and fees considered by the County to be pass-through to the County from the Professional will not be included in the NTE amount. Reimbursable expenses to Professional are subject to the applicable NTE amount. If a Task Assignment is issued, and Services by Professional is to be based upon rates or if the County is in need of additional follow-up following completion of the Services, such as but not limited to recommendations, litigation support, expert witness, or other assistance, then Professional shall be compensated in accordance with the Rate Schedule attached as **Exhibit "2"** and incorporated herein.
- B. As a condition precedent for any payment, Professional must submit invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered and the date performed [*and time expended, if billed by hour*]. Professional's invoice will be accompanied by documentation or data in support of expenses, as the County may request. Each invoice shall constitute the Professional's representation to the County that the Services have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Professional will submit invoices to the County at the following address, unless otherwise directed to send to the Authorized County Staff:

Alachua County Public Works
5620 NW 120th Lane
Gainesville, FL 32653
jflegert@alachuacounty.us

- C. County will make payment to Professional of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- D. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- E. 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. Continuation of this Agreement beyond the term or the end of any County 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.
- F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

7. **Insurance.** Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.

8. **Deliverables.** The deliverables and documents related to the Services are the sole property of County and may be used by County for any purpose. The Services provided under the Agreement, including the deliverable and documents prepared in relation to the Services done by Professional on behalf of the County will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.

9. **Permits.** Professional will obtain and pay for all necessary permits, certifications, licenses or any related fees required for performing the Services.

10. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Professional shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Professional will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Professional will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "4"**. Professional will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Professional and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term

of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$19.00 per hour without health benefits

If applicable to the Services under this Agreement and to Professional, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Professional to comply with any provision of this Agreement will place Professional in default. If Professional is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default and make specific reference to the provision which gave rise to the default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. The defaulting party shall be given 7 days in which to cure the default. If the default is not corrected within the allotted time, the County Manager is authorized to provide Professional with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing at least 72 hours written notice of termination for convenience to the Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Professional.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Professional will deliver to County all data, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. 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.

13. **Indemnification. PROFESSIONAL HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND**

ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL’S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL’S ENTRY ONTO ALACHUA COUNTY’S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional’s insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional’s employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional’s sole costs and expense. Furthermore, Professional will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys’ fees, court costs and expert witness fees and expenses. Professional and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Professional:

Salter Feiber, P.A.
3940 NW 16th Blvd.
Bldg. B
Gainesville, FL 32605
(352) 376-8201 Ext: 707
davidm@salterlaw.net

To County:

Alachua County Public Works
5620 NW 120th Lane
Gainesville, FL 32653
(352) 548-1218
jflegert@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. 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 at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.

3. 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 the term of this Agreement and following completion of the Agreement if Professional does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. **Confidential Information.** During the term of this Agreement, Professional may claim that some 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 Florida's public record laws. 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 Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. 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 harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, 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 attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Professional shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

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

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. 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.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate

of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services referenced in this Agreement.

J. E-Verify. Pursuant to F.S. sec. 448.095, Professional shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Professional during the term of the Agreement. Professional shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the Professional (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

K. Conflict of Interest. Professional warrants that neither Professional nor any of Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. 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. If Professional breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a Professional, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, 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.

P. 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 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.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall

be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

Remainder of the Page Intentionally Left Blank

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its representative who is authorized to sign, and by Professional, through its duly authorized representative.

PROFESSIONAL

DocuSigned by:
By: David E. Menet
A84F81F100214ED
Print: David E. Menet
Title: President
Date: 3/26/2024

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

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners
Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Scope of Services

Scope of Services

1. Purpose

The purpose of this Agreement is to provide Closing Agent Services on an as-needed basis. This Agreement will not guarantee the Professional a specified dollar value of work or limit the County's right to seek proposals and award other Closing Agent Services to firm(s) other than the selected Professional. In accordance with the terms and conditions of this Agreement, the Professional agrees to provide the following closing agent services to Alachua County ("Services")

2. General Requirements

- a. This Agreement is for an undefined number of projects. Written task assignments for detailed project scope of services shall be issued as needed.
- b. All Professionals' personnel assigned to provide the Services shall be fully qualified, licensed as necessary, and all facilities employed shall meet requirements for the Services required.
- c. All Services performed by the Professional shall be executed in cooperation and coordination with the County and in the performance of such Services, the Professional shall:
 - i. Maintain close liaison and cooperation with the County during performance of the work hereunder to obtain agreement and coordination of the various phases of work contained herein. Moreover, the Professional shall follow all County Procurement Code and Procedures.
 - ii. Attend all meetings and conferences as arranged and required by the County during the progress of the work hereunder to discuss any matters relating to the work.
 - iii. Provide the County with written memorandum or documentation necessary to confirm and record the understandings and agreements resulting from meetings and conferences.

3. Scope of Closing Agent Services

The County is seeking qualified Professionals to perform all closing services associated with the County's purchase of and the donations of real property and conservation easements. Anticipated Closing Agent Services may include, but not be limited to the following:

- a. Provide the reviewed 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.
- b. Provide Services supporting County-specific contract process and procedures in advance of closing, including:
 - i. Prepare title exception opinion letter for County staff addressing title exception risks, including but not limited to mineral rights review.
 - ii. Provide pre-contract initial closing costs estimates in HUD format.
 - iii. Provide pre-contract title commitment update.
 - iv. Meet with County staff, including County Attorney's Office to review and address property issues.
- c. Provide detailed review of draft and final property boundary survey and legal description for the purposes of identifying and resolving title defects, including but not limited to boundary encroachments and survey document consistency.
- d. Work with the County and the landowners to clear exceptions to title and resolve vesting interests.

- e. 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.
- f. 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
- g. Obtain signatures on warranty deeds, subordination agreements, limited lien waivers, affidavits, and any other documents necessary to close a transaction.
- h. Coordinate and host closing with County staff and seller. Provide all closing documents in digital format post-closing.
- i. Record documents in the Official Records of Alachua County.
- j. Professional shall follow all County Procurement Code and Procedures.
- k. Provide a final title insurance policy to County staff.
- l. Provide other services, as necessary, including but not limited to legal instrument preparation, to effectuate County real estate transactions.

Exhibit 2: Rate Schedule

STANDARD CLOSING SERVICES	RATE
Standard Settlement fee	\$550
Title Insurance	Statutory title insurance rates adopted pursuant to Sec. 627.782, Florida Statute
Standard title search fee	\$200
Exam Fee	\$350
Recording fees	Statutory title insurance rates adopted pursuant to Sec. 28.24, Florida Statute
ADDITIONAL AND EXCEPTIONAL LEGAL SERVICES	RATE
Additional services, only after written authorization from the County, when title insurance is obtained	\$350
Additional services, only after written authorization from the County, when title insurance is not obtained	\$450

Exhibit 3: Insurance Requirements

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

Contractor 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 work hereunder by the contractor, 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. **CYBER LIABILITY COVERAGE (when applicable)**

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

VI. **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 Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

1. The Contractor'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 Contractor's insurance and shall be non-contributory.

B. All Coverages

The Contractor 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 contact is renewed) or prior.

II. SUBCONTRACTORS

Contractors 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 3-A: Certificate of Insurance



SALTFEI-02

MBAMBRICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2024

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 (A/C, No, Ext): (352) 377-2002 FAX (A/C, No): (352) 376-8393 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Main Street America Protection Insurance Company	NAIC # 13026
INSURED		INSURER B : Zenith Insurance Company	13269
Salter Feiber, PA 3940 NW 16th Blvd, Bldg B Gainesville, FL 32605		INSURER C : Richmond National Insurance Company	17103
		INSURER D : Coalition Insurance Company	29530
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY	X	BPP7001K	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 10,000
	X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
OTHER:						GENERAL AGGREGATE \$ 2,000,000
AUTOMOBILE LIABILITY						PRODUCTS - COMPIOP AGG \$ 2,000,000
ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$
HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per person) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						BODILY INJURY (Per accident) \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/>	Z135535106	1/1/2024	1/1/2025	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000
C	Errors & Omissions/P		RN-7-0327491	1/1/2024	1/1/2025	Occurrence \$ 1,000,000
D	Cyber/Privacy/Networ		C-4MQ8-362848-CYBER-2023	7/28/2023	7/28/2024	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Alachua County Board of County Commissioners, its officials, and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor. 30 Day Notice of Cancellation also applies. General Liability coverage is Primary and Non-Contributory.

CERTIFICATE HOLDER Alachua County Board of County Commissioners 12 SE 1st St Gainesville, FL 32601	CANCELLATION 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
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Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: #14142 - Annual Closing Agent Services with Salter Feiber. P.A.

Contract or Bid/RFP #: RFP 24-225-LC

The undersigned, who is authorized on behalf of the Professional, 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 the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Salter Feiber, P.A.
3940 NW 16th Blvd.
Bldg. B
Gainesville, FL 32605
(352) 376-8201 Ext: 707
davidm@salterlaw.net

PROFESSIONAL

DocuSigned by:
By: David E. Menet
A84F81F100214ED...
Print: David E. Menet
Title: President
Date: 3/26/2024

Certificate Of Completion

Envelope Id: A01A13BF958D424EBDE338A01C725057	Status: Completed
Subject: Complete with DocuSign: #14142 - Annual Closing Agent Services with Alachua County	
Source Envelope:	
Document Pages: 19	Signatures: 3
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 163.120.80.69

Record Tracking

Status: Original	Holder: Michelle Guidry	Location: DocuSign
3/20/2024 11:59:15 AM	mguidry@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

David E. Menet
 DavidM@salterlaw.net
 President
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 A84F81F100214ED...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.155.104.222

Timestamp

Sent: 3/20/2024 12:05:14 PM
 Viewed: 3/20/2024 12:06:57 PM
 Signed: 3/26/2024 2:09:25 PM

Electronic Record and Signature Disclosure:

Accepted: 3/20/2024 12:06:57 PM
 ID: 8c2655c9-e9cb-44ed-89ff-1cd6bf17bba1

Star M. Sansone
 stars@salterlaw.net
 Salter Feiber, PA
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 B7706072C8CD466...
 Signature Adoption: Drawn on Device
 Using IP Address: 107.122.105.94
 Signed using mobile

Sent: 3/26/2024 2:09:27 PM
 Resent: 4/2/2024 9:41:42 AM
 Viewed: 4/2/2024 10:19:44 AM
 Signed: 4/2/2024 10:22:02 AM

Electronic Record and Signature Disclosure:

Accepted: 4/2/2024 10:19:44 AM
 ID: bf026864-f323-41f3-a649-474c817c9a66

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Thomas (Jon) Rouse
 trouso@alachuacounty.us
 Contracts Supervisor
 Alachua County Board of County Commissioners
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/2/2024 10:22:05 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Barbara Fair
bafair@alachuacounty.us
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/2/2024 10:22:06 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carolyn Miller
crmiller@alachuacounty.us
Procurement Specialist
Procurement
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/2/2024 10:22:07 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/20/2024 12:05:14 PM
Certified Delivered	Security Checked	4/2/2024 10:19:44 AM
Signing Complete	Security Checked	4/2/2024 10:22:02 AM
Completed	Security Checked	4/2/2024 10:22:07 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.