

**SECOND AMENDMENT TO AGREEMENT  
FOR ON CALL ATTORNEY FOR CLOSINGS  
RFP #17-0214**

THIS SECOND AMENDMENT TO THE AGREEMENT for On Call Attorney for Closings ("Amendment") is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and Seaplane Title LLC, a Florida limited liability corporation ("CONSULTANT").

**WITNESSETH:**

**WHEREAS**, on May 9, 2017, Lake County, Florida and Williams, Smith & Summers, P.A., entered into an Agreement for On Call Attorney for Closings (RFP#17-0214) ("Agreement"); and

**WHEREAS**, on April 29, 2019, Williams, Smith & Summers, P.A., dissolved, and the contract was assigned to Robert Q. Williams, Esq.; and

**WHEREAS**, on January 3, 2022, Robert Q. Williams P.A., dissolved, and the contract was assigned to Seaplane Title LLC; and

**WHEREAS**, on February 13, 2024, the parties entered into a First Amendment to extend the services provided by Seaplane Title LLC to include title search or other related services as needed; and

**WHEREAS**, Seaplane Title LLC, and the County entered into several modifications that extended the contract through May 9, 2025; and

**WHEREAS**, the parties desire to amend Article 3, Payment, Subsection 3.1, **Exhibit A**, to adjust the fees to include additional work requested for closing services, title searches and other title related items, subject to the terms of this Amendment and the Agreement.

**NOW, THEREFORE IN CONSIDERATION** of the mutual terms, understandings, conditions, promises and payments set forth in this Assignment, and intending to be legally bound, the parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Amendment upon adoption hereof.

2. **Amendment.** Article 3, Payment, Subsection 3.1, **Exhibit A**, shall be amended as follows:

3.1 Payment shall be based upon a negotiated lump sum fee, arrived at utilizing the hourly rates set forth in the Fee Schedule, as shown in **Exhibit A**, attached hereto.

**SECOND AMENDMENT TO AGREEMENT BETWEEN LAKE COUNTY AND SEAPLANE TITLE FOR ON CALL ATTORNEY FOR CLOSINGS; RFP #17-0214**

Rates shall include all labor, supervision, office expenses and all other expenses. The County shall not be responsible for any other cost or fee other than listed.

1.	Title Insurance Fees*	For the first \$100,000	100 % of the promulgated rate
		Over \$100,000 and up to \$200,000	100 % of the promulgated rate
		Over \$200,000 and up to \$500,000	70 % of the promulgated rate
		Over \$500,000	65 % of the promulgated rate
2.	Title Search Fee (30 Year)	pass through of actual cost	\$ between \$100.00 to \$275.00
3.	Update - If there is an existing policy	pass through of actual cost	\$ between \$40.00 - \$100.00
4.	Closing Cost Fee when Title Insurance required*		\$ <del>495.00</del> 495.00
5.	Closing Cost Fee without Title Insurance*		\$ <del>495.00</del> 495.00
6.	Cancellation Fee, if any, when Title Commitment issued but closing does not occur		\$ 0.00
7.	Hourly rates for legal services for real estate transactions when requested by the County, including assistance with obtaining clear title	Attorney Paralegal	\$ 200.00 75.00

\*Not to exceed the promulgated rate.

\*\* Closing fees be fully inclusive of all costs associated with the closing, including but not limited to all document preparation.

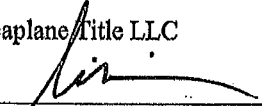
3. **Effective Date.** The Effective Date of this Amendment shall be the date it is executed by the last party to do so.

4. **Other Provisions.** All other provisions of the original Agreement dated May 9, 2017, as modified or amended, shall remain in in full force and effect unless amended in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Second Amendment on the respective dates under each signature: Lake County, Florida, through its Procurement Services Manager who is authorized to sign, and by CONSULTANT through its authorized representative.

**CONSULTANT**

Seaplane Title LLC

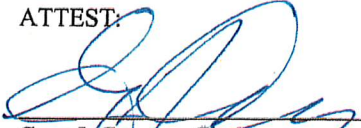
  
Robert Q. Williams, Managing Member

Date: August 18, 2024

**SECOND AMENDMENT TO AGREEMENT BETWEEN LAKE COUNTY AND SEAPLANE TITLE FOR ON CALL ATTORNEY  
FOR CLOSINGS; RFP #17-0214**

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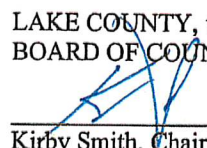
ATTEST:

  
\_\_\_\_\_  
Gary J. Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida



**COUNTY**

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Kirby Smith, Chairman

This 24th day of Sept, 2024.

Approved as to form and legality.

M. Marsh 9/24/24  
\_\_\_\_\_  
Melanie Marsh  
County Attorney

**FIRST AMENDMENT TO AGREEMENT  
FOR ON CALL ATTORNEY FOR CLOSINGS  
RFP #17-0214**

THIS FIRST AMENDMENT TO THE AGREEMENT for On Call Attorney for Closings ("Amendment") is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and Seaplane Title LLC, a Florida limited liability corporation ("CONSULTANT").

**WITNESSETH:**

**WHEREAS**, on May 9, 2017, Lake County, Florida and Williams, Smith & Summers, P.A., entered into an Agreement concerning for On Call Attorney for Closings (RFP#17-0214) ("Agreement"); and

**WHEREAS**, on April 29, 2019, Williams, Smith & Summers, P.A., dissolved, and the contract was assigned to Robert Q. Williams, Esq.; and

**WHEREAS**, on January 3, 2022, Robert Q. Williams P.A., dissolved, and the contract was assigned to Seaplane Title LLC; and

**WHEREAS**, Seaplane Title LLC, and the County entered into several modifications that extended the contract through May 9, 2025; and

**WHEREAS**, the parties desire to amend Article 2, Scope of Professional Services, Subsection 2.2, to include additional work for title searches, subject to the terms of this Amendment and the Agreement.

**NOW, THEREFORE IN CONSIDERATION** of the mutual terms, understandings, conditions, promises and payments set forth in this Assignment, and intending to be legally bound, the parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Amendment upon adoption hereof.

2. **Amendment.** Article 2, Scope of Professional Services, Subsection 2.2, shall be amended as follows:

**2.2** Generally, the CONSULTANT shall be required to perform real estate closing services as directed by various COUNTY departments, including but not limited to the following:

A. Act in the capacity as the Closing Agent and perform all duties required of a Closing Agent including, but not limited to, the following:

- 1) Obtain the estimated amount of taxes due and arrange for the amount to be held in escrow by the Tax Collector in accordance with Section 196.295, Florida Statutes (2016), as amended.
- 2) Provide title insurance commitments and policies upon request. Title commitments shall be signed by the title agent unless otherwise specified. Two copies of the commitment and supporting documentation shall be submitted unless otherwise specified.

**FIRST AMENDMENT TO AGREEMENT BETWEEN LAKE COUNTY AND SEA PLANE TITLE FOR ON CALL ATTORNEY FOR CLOSINGS; RFP #17-0214**

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- 3) Prepare the Settlement Statement for review and prepare all other closing documents.
- 4) Conduct real estate closings which shall take place at the CONSULTANT'S offices unless otherwise requested by the COUNTY.
- 5) Advise the COUNTY if there are any problems surrounding the closing, including the need for assistance in obtaining clear title.
- 6) Provide legal services in complex real estate transactions when requested by the COUNTY, including assistance with obtaining clear title. (Fees for such services to be agreed upon prior to services being performed.)
- 7) Issue and deliver the final Owner's Policy and the original recorded Warranty Deed to the COUNTY, if applicable.
- 8) Provide a copy of all signed documents to all parties to the transaction.
- 9) Obtain partial releases, satisfactions, and other information required for closing.
- 10) Ensure that all federal state, local and Internal Revenue Service requirements are complied with in connection with the closing.
- 11) Title Searches or other real estate related services as needed.


3. **Effective Date.** The Effective Date of this Amendment shall be the date it is executed by the last party to do so.

4. **Other Provisions.** All other provisions of the original Agreement dated May 9, 2017, as modified or amended, shall remain in in full force and effect unless amended in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Assignment on the respective dates under each signature: Lake County, Florida, through its Procurement Services Manager who is authorized to sign, and by CONSULTANT through its authorized representative.

**CONSULTANT**

Seaplane Title LLC

  
Robert Q. Williams, Managing Member

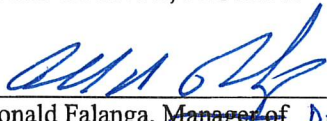
Date: 02/12/2024

**FIRST AMENDMENT TO AGREEMENT BETWEEN LAKE COUNTY AND SEA PLANE TITLE FOR ON CALL ATTORNEY  
FOR CLOSINGS; RFP #17-0214**

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**COUNTY**

LAKE COUNTY, FLORIDA

  
\_\_\_\_\_  
Ronald Falanga, ~~Manager of~~ *Director*  
Office of Procurement Services  
Lake County, Florida

Date: 2/13/2024



### MODIFICATION OF CONTRACT

Modification Number: Five (5) Effective Date: 5/10/2024	Contract Number: 17-0214 Title: <u>On-Call Closing Attorney Services</u> Effective Date: 05/10/2017
Contracting Officer: Amy Munday E-mail: <u>amy.munday@lakecountyfl.gov</u> Telephone Number: 352.343.9768	Contractor Name and Address: Name: Seaplane Title, LLC Address: 380 West Alfred Street City: Tavares, Florida 32778 ATTENTION: Robert Q. Williams, Esq.
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend for one (1) year expiring May 9, 2025.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>[Signature]</u> Print Name: <u>Cynthia L. Travis</u> <u>Robert Q. Williams</u> Title: <u>Office Manager</u> <u>Attorney</u> Date: <u>December 13, 2023</u> E-mail: <u>rqw@wssattorneys.com</u> Secondary E-mail: <u>cindy@seaplanetitle.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>[Signature]</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>12.22.23</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



### MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 5/10/2023	Contract Number: 17-0214 Title: <u>On-Call Closing Attorney Services</u> Effective Date: May 10, 2017
Contracting Officer: Amy Munday E-mail amy.munday@lakecountyfl.gov Telephone Number: (352) 343-9768	Contractor Name and Address: Name: Seaplane Title LLC Address: 380 West Alfred Street City: Tavares, Florida 32778 ATTENTION: Robert Q. Williams, Esq.
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend for one (1) year, expiring May 9, 2024.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>Cynthia L. Chavis</u> Print Name: <u>Cynthia L. Chavis</u> Title: <u>Manager</u> Date: <u>January 30, 2023</u> E-mail: <u>cindy@seaplanetitle.com</u> Secondary E-mail: <u>rqw@wssattorneys.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>1.30.23</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	





### MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 5/10/2022	Contract Number: 17-0214 Title: <u>On-Call Closing Attorney Services</u> Effective Date: 05/10/2017
Contracting Officer: Amy Munday E-mail: <u>amunday@lakecountyfl.gov</u> Telephone Number: 352.343.9768	Contractor Name and Address:  Name: Seaplane Title, LLC Address: 380 West Alfred Street City: Tavares, Florida 32778 ATTENTION: Robert Q. Williams, Esq.
Issued By:  Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend for one (1) year expiring May 10, 2023.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>Cynthia L. Chavis</u> Print Name: <u>Cynthia L. Chavis</u> Title: <u>Manager</u> Date: <u>7/7/2022</u> E-mail: <u>cindy@seaplanetitle.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>July 7, 2022</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

**ASSIGNMENT OF AGREEMENT  
FOR ON CALL ATTORNEY FOR CLOSINGS  
RFP #17-0214**

THIS ASSIGNMENT ("Assignment") is entered by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and Seaplane Title LLC, a Florida limited liability corporation, concerning an assignment of an Agreement between the Lake County, Florida and Robert Q. Williams, P.A. for On Call Attorney for Closings (RFP#17-0214).

**WITNESSETH:**

**WHEREAS**, on May 9, 2017, Lake County, Florida and Williams, Smith & Summers, P.A. entered into an Agreement concerning for On Call Attorney for Closings (RFP#17-0214)("Agreement"); and

**WHEREAS**, on April 29, 2019, Williams, Smith & Summers, P.A. dissolved, and the contract was assigned to Robert Q. Williams, Esq.; and

**WHEREAS**, Robert Q. Williams P.A. is now operating as Seaplane Title LLC and the County desires to assign the Agreement to Seaplane Title LLC.

**NOW, THEREFORE IN CONSIDERATION** of the mutual terms, understandings, conditions, promises and payments set forth in this Assignment, and intending to be legally bound, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated in this Assignment.
2. Effective Date. This Assignment shall be effective upon execution of the parties hereto ("effective date").
3. Assignment. On the effective date of this Assignment, the Agreement between Lake County, Florida, and Robert Q. Williams, P.A. for On Call Attorney for Closings (RFP#17-0214) will be assigned to Seaplane Title LLC. All references in the Agreement to CONSULTANT shall now be construed as referring to Seaplane Title LLC.
4. Notices. Paragraph 6.14 of the Agreement is amended to provide the address of the CONSULTANT as follows:

Robert Q. Williams, Esq.  
Seaplane Title LLC  
380 West Alfred Street  
Tavares, FL 32778

5. All other provisions of the Agreement remain in full force and effect.

**ASSIGNMENT OF AGREEMENT BETWEEN LAKE COUNTY AND SEAPLANE TITLE LLC FOR ON  
CALL ATTORNEY FOR CLOSINGS\_ RFP#17-0214**

IN WITNESS WHEREOF, the parties have made and executed this Assignment on the respective dates under each signature: Lake County, Florida, through its Procurement Services Manager who is authorized to sign, and by CONSULTANT through its authorized representative.

**CONSULTANT**

Seaplane Title LLC

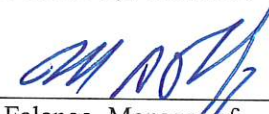


Robert Q. Williams, Managing Member

Date: 12/15/21

**COUNTY**

LAKE COUNTY, FLORIDA

  
\_\_\_\_\_  
Ronald Falanga, Manager of  
Office of Procurement Services  
Lake County, Florida

Date: 1/3/2022



## MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 5/10/2021	Contract Number: 17-0214 Title: <u>On-Call Closing Attorney Services</u> Effective Date: May 10, 2017
Contracting Officer: Bill Ponko E-mail Bponko@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address:  Name: Robert Q. Williams P.A. Address: 380 West Alfred Street City: Tavares, Florida 32778 ATTENTION: Robert Q. Williams, Esq.
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to renew the contract, per Section 2.3, for the period of May 10, 2021 through May 10, 2022	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Robert Q. Williams</u> Title: <u>President</u> Date: <u>1/26/21</u> E-mail: <u>RQW@WSSA-HORNEYS.COM</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>William Ponko</u> Title: Contracting Officer Date: <u>1/26/21</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	





### MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 5/10/2020	Contract Number: 17-0214 Title: <u>On-Call Closing Attorney Services</u> Effective Date: May 10, 2017
Contracting Officer: Bill Ponko E-mail Bponko@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address:  Name: Robert Q. Williams P.A. Address: 380 West Alfred Street City: Tavares, Florida 32778 ATTENTION: Robert Q. Williams, Esq.
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to renew the contract, per Section 2.3, for the period of May 10, 2020 through May 10, 2021	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Robert Q. Williams</u> Title: <u>President</u> Date: <u>12/16/19</u> E-mail: <u>RQW@WSSATTORNEYS.COM</u> Secondary E-mail: <u>CLC@WSSATTORNEYS.COM</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>William Ponko</u> Title: Contracting Officer Date: <u>12/16/19</u>
<b>Distribution:</b> Original – Bid File Copy – Contractor Contracting Officer	

**ASSIGNMENT OF AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
WILLIAMS, SMITH & SUMMERS, P.A.  
FOR ON CALL ATTORNEY FOR CLOSINGS  
RFP #17-0214**

THIS ASSIGNMENT ("Assignment") is entered by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and Robert Q. Williams, P.A., a Florida for profit corporation, concerning an assignment of an Agreement between the Lake County, Florida and Williams, Smith & Summers, P.A. for On Call Attorney for Closings (RFP#17-0214).

**WITNESSETH:**

**WHEREAS**, on May 9, 2017, Lake County, Florida and Williams, Smith & Summers, P.A. entered into an Agreement concerning for On Call Attorney for Closings (RFP#17-0214)("Agreement"); and

**WHEREAS**, Williams, Smith & Summers, P.A. has dissolved and Robert Q. Williams, Esq. seeks to continue to provide services under the Agreement by way of the entity Robert Q. Williams, P.A.; and

**WHEREAS**, the County desires to assign the Agreement to Robert Q. Williams, P.A.

**NOW, THEREFORE IN CONSIDERATION** of the mutual terms, understandings, conditions, promises and payments set forth in this Assignment, and intending to be legally bound, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated in this Assignment.
2. Effective Date. This Assignment shall be effective upon execution of the parties hereto ("effective date").
3. Assignment. On the effective date of this Assignment, the Agreement between Lake County, Florida and Williams, Smith & Summers, P.A. for On Call Attorney for Closings (RFP#17-0214) will be assigned to Robert Q. Williams, P.A. All references in the Agreement to CONSULTANT shall now be construed as referring to Robert Q. Williams, P.A.
4. Notices. Paragraph 6.14 of the Agreement is amended to provide the address of the CONSULTANT as follows:

Robert Q. Williams, Esq.  
Robert Q. Williams, P.A.  
380 West Alfred Street  
Tavares, FL 32778

5. All other provisions of the Agreement remain in full force and effect.

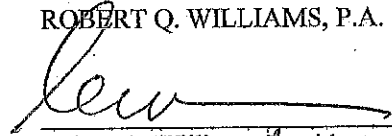
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**ASSIGNMENT OF AGREEMENT BETWEEN LAKE COUNTY AND WILLIAMS, SMITH & SUMMERS,  
P.A. FOR ON CALL ATTORNEY FOR CLOSINGS\_ RFP#17-0214**

IN WITNESS WHEREOF, the parties have made and executed this Assignment on the respective dates under each signature: Lake County, Florida, through its Procurement Services Manager who is authorized to sign, and by CONSULTANT through its authorized representative.

**CONSULTANT**

ROBERT Q. WILLIAMS, P.A.




Robert Q. Williams, President

Date: 3/5/19

**COUNTY**

LAKE COUNTY, FLORIDA



Ronald Falanga, Manager of  
Office of Procurement Services  
Lake County, Florida

Date: 4/29/19

**AGREEMENT  
BETWEEN  
LAKE COUNTY, FLORIDA AND  
WILLIAMS, SMITH & SUMMERS, P.A.  
FOR ON CALL ATTORNEY FOR CLOSINGS  
RFP # 17-0214**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Williams, Smith & Summers, P.A., a Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

**WITNESSETH:**

**WHEREAS**, the COUNTY has publicly submitted a Request for Proposals (RFP), #17-0214, for procurement of an attorney or firm to perform real estate closing services; and

**WHEREAS**, the CONSULTANT desires to perform such services subject to the terms of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

**1.1** The foregoing recitals are true and correct and incorporated herein.

**Article 2. Scope of Professional Services**

**2.1** On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide on call real estate closing services for COUNTY.

**2.2** Generally, the CONSULTANT shall be required to perform real estate closing services as directed by various COUNTY departments, including but not limited to the following:

- A.** Act in the capacity as the Closing Agent and perform all duties required of a Closing Agent including, but not limited to, the following:
- 1)** Obtain the estimated amount of taxes due and arrange for the amount to be held in escrow by the Tax Collector in accordance with Section 196.295, Florida Statutes (2016), as amended.
  - 2)** Provide title insurance commitments and policies upon request. Title commitments shall be signed by the title agent unless otherwise specified. Two copies of the commitment and supporting documentation shall be submitted unless otherwise specified.
  - 3)** Prepare the Settlement Statement for review and prepare all other closing documents.



- 4) Conduct real estate closings which shall take place at the CONSULTANT'S offices unless otherwise requested by the COUNTY.
- 5) Advise the COUNTY if there are any problems surrounding the closing, including the need for assistance in obtaining clear title.
- 6) Provide legal services in complex real estate transactions when requested by the COUNTY, including assistance with obtaining clear title. (Fees for such services to be agreed upon prior to services being performed.)
- 7) Issue and deliver the final Owner's Policy and the original recorded Warranty Deed to the COUNTY, if applicable.
- 8) Provide a copy of all signed documents to all parties to the transaction.
- 9) Obtain partial releases, satisfactions, and other information required for closing.
- 10) Ensure that all federal state, local and Internal Revenue Service requirements are complied with in connection with the closing.

B. The COUNTY shall not pay more than the promulgated rate for Title Insurance when Title Insurance is required as part of the closing transaction. Discounts from the promulgated rate, if any, shall be provided on the Fee Schedule, attached hereto and incorporated herein as **Exhibit A**. Discounts from the promulgated rate are only applicable if the COUNTY is purchasing title insurance. All fees and costs shall be included within the stated rates, including document preparation costs. Fees and costs shall be itemized. CONSULTANT shall additionally utilize the hourly rates stated herein for both attorney services and paralegal services when requested to be performed by the COUNTY as part of a complex real estate transaction.

**2.3** This Agreement shall be effective for a thirty-six (36) month period immediately following the date of execution of the Agreement by the COUNTY. Prior to or upon completion of the initial term of this Agreement, the COUNTY reserves the sole right to renew this Agreement for two (2) additional twelve (12) month periods. The COUNTY reserves the unilateral right to extend this Agreement ninety (90) calendar days beyond the Agreement period. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. Exercise of the extension periods requires the prior approval of the County's Director of Procurement Services. The Agreement prices shall prevail for the full duration of the initial term and any renewal term(s) subsequently exercised.

**2.4** The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**2.5** CONSULTANT agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY's specifications, including but not limited to time for completion, etc., that the COUNTY reserves the sole right to offer the individual project to the COUNTY's alternate consultant(s).

2.6 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

2.7 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

2.8 CONSULTANT has represented to the COUNTY that the services to be provided under this Agreement will be performed by Robert Q. Williams, Esq. The COUNTY has relied on this representation as an inducement of entering into this Agreement. In the event the CONSULTANT wishes to substitute personnel or to provide additional personnel, the CONSULTANT shall propose a person with equal or higher qualifications and such addition or replacement is subject to prior written approval by the COUNTY. In the event the requested person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel this Agreement for cause.

### **Article 3. Payment**

3.1 Payment shall be based upon a negotiated lump sum fee, arrived at utilizing the hourly rates set forth in Fee Schedule, as shown in **Exhibit A**, attached hereto.

3.2 Invoices shall be submitted in duplicate to the requesting County department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the approved total hours and related direct expenses composing the negotiated lump sum fee, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and includes all overhead and administrative expenses.

3.5 The CONSULTANT shall:

a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the contract; and

b. Expressly require any consultant and subconsultant performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

#### **Article 4. County Responsibilities**

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

#### **Article 5. Special Terms and Conditions**

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement. This Agreement shall not be assigned except with the written consent of the COUNTY's Procurement Services Manager. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

**5.4 Insurance.** CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONSULTANT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of CONSULTANT under the terms and provisions of this Agreement. CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONSULTANT in accordance with the following minimum limits:

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

At time of contract, the CONSULTANT will be required to provide a copy of all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. *(Note: A simple COI WILL NOT be accepted in lieu thereof).*

Certificate(s) of insurance shall identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND  
THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or the CONSULTANT or subconsultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or Subconsultant(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT or Subconsultant(s) of full responsibility for liability, damages, and accidents as set forth herein.

**5.5 Indemnity.** The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. The CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

**5.6 Independent Contractor.** CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

**5.7 Ownership of Deliverables.** Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY'S expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

**5.8 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

**5.9 Accuracy and Warranty.** The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT

agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

**5.10 Codes and Regulations.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

**5.11 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 contractor, 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.

**5.12 Prohibition Against Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**5.13 Conflict of Interest.** CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

**5.14 Public Records/Copyrights.**

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the Project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
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 for 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 contract term and following completion of the contract if the CONSULTANT does not transfer the records to COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT 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 information technology systems of the COUNTY.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BARNETT SCHWARTZMAN, AT 315 W. MAIN STREET, TAVARES, FL 32778 OR 352-343-9839 OR VIA EMAIL AT BSCHWARTZMAN@LAKECOUNTYFL.GOV.**

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

#### **Article 6. General Conditions**

- 6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.
- 6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.
- 6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.
- 6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:



If to CONSULTANT:

Robert Q. Williams, Esq.  
Williams, Smith & Summers  
380 West Alfred Street  
Tavares, Florida 32778

If to COUNTY:

County Manager  
Lake County Administration Building  
315 West Main Street, Suite 308  
Post Office Box 7800  
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

**Article 7. Scope of Agreement**

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

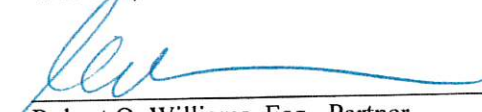
7.2 This Agreement contains the following Exhibit:

**Exhibit A                      Consultant's Pricing/Fee Schedule**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: County through its Board of County Commissioners, signing by and through its Chairman, and by Consultant, through its duly authorized representative.

**CONSULTANT**

Williams, Smith & Summers, P.A.

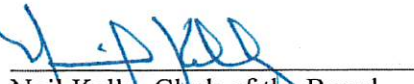
  
\_\_\_\_\_  
Robert Q. Williams, Esq., Partner


This 25<sup>th</sup> day of April, 2017.

COUNTY

ATTEST:


LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Neil Kelly, Clerk of the Board  
County Commissioners of  
Lake County, Florida

  
\_\_\_\_\_  
Timothy I. Sullivan, Chairman

This 9 day of May, 2017.

Approved as to form and legality:

  
\_\_\_\_\_  
Melanie Marsh  
County Attorney

# EXHIBIT A

## CONSULTANT'S PRICING

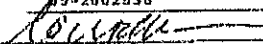
Fee Schedule  
Request for Proposal 17-0214, On Call Attorney for Closings  
Responses due March 8, 2017 by 3:00 p.m.

Rates shall include all labor, supervision, office expenses and all other expenses. The County shall not be responsible for any other cost or fee other than listed.

1.	Title Insurance Fees*	For the first \$100,000	100 % of the promulgated rate
		Over \$100,000 and up to \$200,000	100 % of the promulgated rate
		Over \$200,000 and up to \$500,000	70 % of the promulgated rate
		Over \$500,000	65 % of the promulgated rate
2.	Title Search Fee (30 Year)	pass through of actual cost	\$ between \$100.00 to \$775.00
3.	Update - If there is an existing policy	pass through of actual cost	\$ between \$10.00 - \$100.00
4.	Closing Cost Fee when Title Insurance required*		\$ 200.00
5.	Closing Cost Fee without Title Insurance*		\$ 200.00
6.	Cancellation Fee, if any, when Title Commitment issued but closing does not occur		\$ 0.00
7.	Hourly rates for legal services for real estate transactions when requested by the County, including assistance with obtaining clear title	Attorney Paralegal	\$ 200.00 75.00

\*Not to exceed the promulgated rate.

\*\* Closing fees be fully inclusive of all costs associated with the closing, including but not limited to all document preparation.

Firm Name: Williams, Smith & Summers, P.A.	
Street Address: 3801 N. Alfred Street, Tavares, Florida 32778	
Mailing Address (if different):	
Telephone No.: 352-343-6655	Fax No.: 352-343-4267
Email: rqs@wsaattorneys.com	
FEIN No. 59-2602538	
Signature: 	Date: 2/28/17