

IGNATURE REQUEST ROUTING FORM

Please review, sign, and return to the Purchasing & Contracts Division for further handling. Call us at ext. 12810. *Thank You!*

Director of Purchasing & Contracts: Pamela Wilsky	
<i>Jennifer Ditslear for Pamela Wilsky</i> <small>9A6B078F041C439...</small> Signature	10/9/2025 15:07:11 EDT Date

Department Director's Name: Dona D. Butler, Recovery and Resiliency	
Signed by: <i>Dona D. Butler</i> <small>9C637F2C7B9049F...</small> Signature	10/10/2025 19:32:55 EDT Date

<input type="checkbox"/>	Director of Purchasing & Contracts	Pamela Wilsky
<input checked="" type="checkbox"/>	County Manager	George Recktenwald
<input type="checkbox"/>	County Chair	Jeffrey S. Brower
<input type="checkbox"/>	County Vice Chair	Matt Reinhart
<input type="checkbox"/>	Deputy County Manager	Suzanne Konchan
<input type="checkbox"/>	Deputy County Attorney	Russ Brown
<input type="checkbox"/>	Other: Notary	

Bid/Contract/Project No.: 25-SQ-142KW

Document Amount: Cumulative amount not anticipated to exceed \$125,000

Division: Recovery and Resiliency

Project Name: CDBG-DR Real Estate Title Services

Company Name: The Gilchrist Law Firm, P.A.

Document Description: Contract

Agenda Date: **File Number:** **Item:**

Questions? Please call: Kathy Williams X16625



**CONTRACT
FOR
CDBG-DR REAL ESTATE TITLE SERVICES**

Between

THE COUNTY OF VOLUSIA

AND

THE GILCHRIST LAW FIRM, P.A.

25-SQ-142KW

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
Deland, Florida 32720-4608
www.volusia.org/purchasing

CONTRACT FOR PROFESSIONAL CBDG-DR REAL ESTATE TITLE SERVICES

This Contract made and entered by and between The Gilchrist Law Firm, P.A., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 2525 Ponce DeLeon Boulevard, Suite 300, Coral Gables, Florida 33134 (hereinafter the "Contractor") and County of Volusia, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter "County").

RECITALS:

WHEREAS, the County requires a competent and qualified Contractor to provide professional services in support of the County's operations; and

WHEREAS, the County has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, the County has determined that the Contractor is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual; and

WHEREAS, it has been determined that the execution of this Contract is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Contract, the receipt and sufficiency of which is acknowledged by the Contractor and County, the parties agree and stipulate as follows:

1. DEFINITIONS.

For this Contract and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Contract shall first be governed by this Contract and second by the incorporated Scope of Services/Work (Exhibit A). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Work, shall have the meanings ascribed to them in the following order of precedence: first, in the most current edition Black's Law Dictionary and last, in the most current edition of the Oxford English Dictionary, if a term is not defined in the Agreement or Black's Law Dictionary.

- 1.1. **Bidder:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the Solicitation. Can be used interchangeably with Proposer and Respondent.
- 1.2. **Confidential Information:** Confidential information shall constitute information which is exempt from disclosure pursuant to Chapter 119, Public Records Law, Florida Statutes (2018), Article I, Section 24 of the Florida Constitution ("Florida Public Records Law"), Chapter 812 of the Florida Statutes (2018), and any other Florida statute that may provide for an exemption or the confidentiality of certain information (hereinafter "Confidential Information"). Confidential Information and/or trade secrets do not include the following: (i) Information already known to or independently developed by the recipient; (ii) Information in the public domain through no wrongful act of the recipient; (iii) Information received by the party in possession from a third party the recipient; or (iv) Information regularly disclosed by the owner of the information to

third parties without restriction on disclosure.

- 1.3. **Contract:** The document resulting from this solicitation between the County and the awarded Respondent, including this Solicitation, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference. The sum of all legal rights and obligations between the Contractor and the County as defined by the Contract Documents and applicable law. May be used interchangeably with Agreement.
- 1.4. **Contract Administrator:** The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Director of Purchasing and Contracts.
- 1.5. **Contractor:** The Gilchrist Law Firm, P.A.
- 1.6. **Contractor's Services:** Those services within the Scope of Work of this Solicitation normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.
- 1.7. **County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- 1.8. **County's Project Manager(s):** The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.
- 1.9. **Day:** The word "day" means each calendar day or accumulation of calendar days.
- 1.10. **Director:** The Director of Purchasing and Contracts for the County of Volusia, Florida.
- 1.11. **Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.
- 1.12. **Proposal:** The document submitted by the Contractor in response to a formal solicitation used to determine if the Contractor is highly qualified. Can be used interchangeable with Response.
- 1.13. **Proposer:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the Solicitation. Can be used interchangeably with Bidder and Respondent.
- 1.14. **Protest:** See process at www.volusia.org/purchasing.
- 1.15. **Respondent:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the Solicitation. Can be used interchangeable with Bidder and Proposer.
- 1.16. **Respondent's Project Manager:** The Project Manager has responsibility for administering this

Contract for the Respondent and will be designated prior to execution of the Contract.

- 1.17. **Task Assignment:** Specific, detailed services or work placed against an awarded and established continuing services Contract memorialized as an Amendment to this Contract by the parties prior to the commencement of such Work or Services by the Contractor.
- 1.18. **Work or Scope of Work:** The construction and services required by the Contract Documents including all labor, materials, equipment and services incidental thereto, provided or to be provided by the Contractor to fulfill the Contractor's obligation to achieve Final Completion of the Project.

2. ORDER OF PRECEDENCE.

- 2.1 If Contractor finds a conflict, error, or discrepancy in the Task Assignment, it shall call it to the County Project Manager's attention, in writing, and request the County Project Manager's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the Contractor to the County Project Manager in a timely fashion so as not to cause additional costs due to delay. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order:
 - 2.1.1 Modifications (i.e., amendments or field orders) to the contract
 - 2.1.2 The contract between the county and Contractor
 - 2.1.3 Task Assignment
 - 2.1.4 Addenda, exhibits, or attachments material to the contract

3. SCOPE OF WORK.

- 3.1. **General Scope of Services.** The general Scope of Services shall be governed by Section 3.2 of this Contract. The Contractor shall provide services under this Contract in accordance with the Scope of Services set forth in Exhibit "A".
- 3.2. **Performance Criteria:**
 - 3.2.1. All Work or Services shall be performed in accordance with the Contract Documents and shall be approved by the County in writing prior to commencing any Work or Service(s) described herein or in a Task Assignment.
 - 3.2.2. This Contract standing alone does not authorize the performance of any Work or Services to be provided by the Contractor or require the County to place any orders for Work or a Service. Authorization for performance of professional services by the Contractor under this Contract shall be in the form of written Task Assignments issued and executed by the County and signed by the Contractor. Each Task Assignment shall describe the Services required, state the dates for commencement and completion of the Work, and establish the amount and method of payment.
 - 3.2.3. The Scope of Work for a Project shall be set forth with specificity and describe in detail all specifications, deliverables, additional performance criteria, maximum not-to-exceed compensation, the commencement and completion dates, materials, equipment, testing and any other item or criteria required to complete the Work or Services in the Task Assignment. Each Task Assignment shall relate to the General Scope of Work and Services and shall supplement this Contract and be made a part thereof.
 - 3.2.4. All materials and labor necessary to complete a Task Assignment shall be furnished by the Contractor unless the Contract Documents state otherwise. Said materials shall

be of good quality and as specified in the Contract Documents; and all work and labor will be performed to the satisfaction of the County.

- 3.2.5. The Contractor shall provide the services required herein strictly in an independent contractor relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. For each purpose related to this Contract and each Task Assignment, Contractor and Subcontractors shall be independent contractors with respect to the County and nothing herein shall create any association, partnership, joint venture or agency relationship between them. The County shall not provide vehicles or equipment to the Contractor to perform the duties required by a Task Assignment under this Contract nor will the County pay for any business, travel, office or training expense or any other contract performance expense not specifically set forth in the scope of services of a Task Assignment. The Contractor is not exclusively bound to the County and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the County in any Task Assignment.
- 3.2.6. As applicable to each Project performed by the Contractor during the term of this Contract or Task Assignment, the County may at any time, by written order, make changes within the general scope of a Task Assignment and the Work and/or Services to be performed through Amendments to the Task Assignment. Except as provided in this Contract otherwise, if any such change causes an increase or decrease in the Contractor's cost of, or the time required for performance of, the Project Work or Services, an equitable adjustment shall be made and this Contract shall be amended through the Amendment of the Task Assignment in writing stating the equitable adjustment prior to the commencement of Work covered by the equitable adjustment. Any claim by the Contractor for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the County grants in writing an additional period of time before the completion of the Contract; otherwise, the claim shall be deemed waived. The Contractor shall proceed with the prosecution of the Work or Service as changed. Except as otherwise provided in this Contract, no charge for any extra work or materials shall be allowed or approved by the County.
- 3.2.6.1. **Changes to Scope of Work.** Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented in one (1) or more Amendments to the Task Assignment signed by the County and Contractor prior to the commencement of Work or Services covered by the equitable adjustment. If, despite good faith negotiations, the parties are unable to agree to the terms of an Amendment to a Task Assignment, the parties shall follow the dispute resolution process provided under Section 18.
- 3.2.7. **Time is of the Essence.** Time is of the essence for each Task Assignment issued under this Contract and all Projects performed in accordance herewith will be performed "as expeditiously as is prudent in accordance with the normal and customary professional standard of care.

- 3.2.8. For each purpose related to this Contract, Contractor's Subcontractors shall be independent contractors with respect to the County and nothing herein shall create any association, partnership, joint venture or agency relationship between them.
- 3.2.9. County and Contractor shall exhaust all methods to resolve issues, including but not limited to, the dispute resolution procedures in Section 18 of this Contract before any action is taken to declare the County or Contractor in default of this Contract.

4. TERM OF CONTRACT.

- 4.1. Subject to Section 4.2, the Term of this Contract shall commence on the Effective Date of this Contract or when it is fully executed by all parties and shall terminate three (3) years from the Effective Date. Except as provided in Section 4.2 the expiration of the term of a Task Assignment issued under this Contract shall have no effect upon this Contract. This Contract may be renewed by the County if the County determines that renewal is in the best interest of the County. Said renewal shall be in writing and made a part of this Contract and shall incorporate this Contract by reference.
- 4.2. All Task Assignments issued under this Contract shall terminate at the expiration of the term of the Task Assignment, unless amended in writing by the parties, or the term of this Contract, except if a Task Assignment issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion Date of said Task Assignment, including any Amendments thereto, and after all Work or Services under the Task Assignment have been approved and accepted by County's Project Manager. As such, the obligations entered therein by both parties under this Contract and said Task Assignment shall remain in full force and effect until completion of all Work or Services performed under this Contract and/or the Task Assignment.
- 4.3. The Work or Services to be rendered by the Contractor shall be commenced, as specified in the Task Assignments as may be issued hereunder, and shall be completed within the time specified therein.
- 4.4. No new or additional Task Assignments shall be issued after the Original Expiration Date of this Basic Contract. The extension of this Contract to coincide with the completion of an existing Task Assignment issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the County or the Contractor to enter into a new or additional Task Assignment after the original expiration date of this Contract, unless this Contract is renewed prior to entering into an Contract for a new or additional Task Assignment.

5. CONTRACT PRICE AND COMPENSATION.

- 5.1. For Work, Services, or each separate Project performed under a Task Assignment during the term of the Contract, the Contractor shall be paid Compensation in accordance with Exhibit B, Price List.
 - 5.1.1. Compensation shall not be adjusted because of errors or omissions which are not the fault of the County in computing the Project or Task Assignment costs which result in an increase in the cost of the Task Assignment or because the time for completion varies from the original estimate, including completion or substantial completion of the Task Assignment prior to the scheduled or Contract or Task Assignment completion date or on account of County's election to furnish any of the Work or Services. In addition, Contractor shall certify in the Task Assignment that the original contract price or Compensation for a Project or Task Assignment and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract

price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

- 5.1.7. **Invoices.** Invoices or payment requests shall be addressed by Contractor and submitted to the County's Project Manager.
 - 5.1.8. For each Task Assignment, Contractor shall submit a monthly statement for Professional Services rendered to the date of the statement. The monthly statements shall reflect the Work or Services actually completed at the time of billing. The Contractor's determination of the Work or Services actually completed is to be prepared by the Contractor and accompanied by such supporting data as may be required by the County Project Manager. County Project Manager shall review the Contractor's statement and notify the Contractor in writing within twenty (20) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.
 - 5.1.9. The County may withhold payment of any specific invoiced charges in a pay request or monthly statement which it disputes in good faith and pay all undisputed charges on the invoice, pay request or monthly statement.
 - 5.1.10. Within forty-five (45) days of acceptance by the County Project Manager of all the Work or Services for which Contractor has submitted the monthly statement of professional services, the Contractor shall be paid the unpaid balance of any money due for any undisputed Work or Services covered by said statement. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Part VII of Chapter 218 Florida Statutes (as amended).
 - 5.1.11. **Taxes.** County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Work or Services performed under this Contract.
 - 5.1.12. Pursuant to the terms and conditions articulated in this Contract, an appropriate fee shall be negotiated for each specific Project or Task Assignment to be performed under this Contract and such fee shall be stipulated, together with the Scope of Work for each Task Assignment or project, in separate Task Assignments to this Contract.
 - 5.1.13. **Contractor's Continuing Obligations.** Contractor's obligation to perform the Work or services and complete the Task Assignment in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor final payment to Contractor, nor the issuance of a certificate of substantial completion, nor any payment by County to Contractor under the Contract Documents nor any act of acceptance by the County nor any failure to do so, nor any correction of defective work by County shall constitute an acceptance of Work or Services not in accordance with the Contract Documents.
- 5.2 **Payment of Contractor's Subcontractors.** Contractor shall save and hold the County harmless from any and all claims or actions by Contractor's Subcontractors or payment of monies such Subcontractor claims to be owed by Contractor for Work performed under this Contract.
- 5.3 Nothing in this Contract shall create any obligation on the part of the County to pay directly to any Subcontractor of Contractor any monies due to such Subcontractor or claims of a Subcontractor for amounts owed by Contractor to Subcontractor for Work performed under this Contract.

6. TERMINATION.

- 6.1. The performance of Work or Services under this Contract may be terminated by the County in accordance with this clause in whole or from time to time in part, upon at least thirty (30) days prior written notice to Contractor whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the subsequent date upon which such termination becomes effective.
- 6.2. **Non-Appropriation.** Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the County due to non-appropriation shall be without a termination charge by Contractor. County shall not be obligated to pay Contractor under this Contract beyond the date of termination except as set forth in this Contract. County's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues.
- 6.3. Upon receipt of such notification, Contractor shall inform County of the extent to which performance is completed and unless notified in writing by the County otherwise, the Contractor shall take no further steps towards completion of the Project. Upon payment by County, Contractor shall deliver to County any and all completed Deliverables and Deliverables-in-progress that then exist for the Project. If the County terminates the Project due to the Contractor's failure to meet a completion deadline as set forth in this Contract, the County may seek the services for the Project from another contractor. Payment will be made to the Contractor pursuant to 6.4.15.
- 6.4. After receipt of a Notice of Termination as set forth in Section 6.1 above, and except as otherwise directed by the County, the Contractor shall:
 - 6.4.1. Stop work under this Contract on the date and to the extent specified in the Notice of Termination.
 - 6.4.2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Contract, as it is not terminated.
 - 6.4.3. Terminate all orders and subcontracts pursuant to this Section 6 to the extent that they relate to the performance of Work or Services terminated by the Notice of Termination.
 - 6.4.4. Assign to the County, in the manner, at the times and to the extent directed by the County, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - 6.4.5. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of a termination under Section 6. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County:

- 6.4.5.1. The sketches, calculations, reports, models, studies and other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the Notice of Termination; and,
- 6.4.5.2. The completed or partially completed designs, plans, drawings, information, and other property, which, if the Contract has been completed, would have been required to be furnished to the County.
- 6.4.6. Contractor shall complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.
- 6.4.7. After receipt of a Notice of Termination, the Contractor shall submit to the County its termination claim, in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one (1) or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall there upon pay to the Contractor the amount so determined.
- 6.4.8. Subject to the provisions of Section 6.4.7., the Contractor and the County may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to Section 6 which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price or Compensation as reduced by the amount of payments otherwise made and as further reduced by the contract price of Compensation for Work not terminated. As such, the Contract shall be amended accordingly and the Contractor shall be paid the agreed amount. Nothing herein, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the County to agree upon the whole amount to be paid to the Contractor by reason of the termination of Work or Services pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor.
- 6.4.9. In the event of the failure of the Contractor and the County to agree as provided in Section 6.4.8. above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to Section 6, the County shall pay to the Contractor the amounts determined by the County as follows, but without duplication of any amounts already agreed upon by the parties.
 - 6.4.9.1. For completed Work or Services accepted by the County, the price or prices or Compensation specified in the Contract for such work, less any payments previously made.
 - 6.4.9.1.1. Notwithstanding section 5.1.4., the total compensation shall include the total of the following:
 - 6.4.9.1.1.1. The costs incurred by the Contractor in the performance of the Work and Services terminated, including initial costs and preparatory expenses

in a written document signed by the Contractor that all such information has been returned.

- 6.4.14. Except as provided in Section 6.4.12.1., the County shall return to Contractor or destroy all Contractor's Confidential Information in the County's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Contractor's Confidential Information and all copies of any of the foregoing (in whatever medium recorded)) and all Third-Party Products in its possession not yet accepted and not yet paid for in full together with all copies of documentation and other material related thereto, and shall certify in a written document signed by the County Project Manager that all such information and material has been returned or destroyed.
- 6.4.15. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 4 - Term of Contract, Section 5 - Contract Price and Compensation, and this Section 6, the County shall cause payments to be made to Contractor within thirty (30) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within thirty (30) days.
- 6.4.16. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the Notice of Termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within thirty (30) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.
- 6.4.17. All provisions of this Contract which imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Contract.

7. RESPONSIBILITY OF CONTRACTOR.

- 7.1. Contractor's performance of Work or Services shall be in accordance with the terms and conditions of this Contract and the applicable Task Assignment(s). The Contractor's performance of Work or Services shall be as a professional contractor to the County to carry out the activities of a Task Assignment under the direction of the County's Project Manager.
- 7.2. Contractor shall perform Work or Services required under this Contract or Task Assignment, including but not limited to reports, studies, schedules, estimates, the development or preparation of plans, specifications, and cost estimates pertaining to a Project. Contractor shall confer with the County Project Manager to ascertain the functional or design criteria of each Task Assignment. The services of Contractor shall also include of the following:
 - 7.2.1. Unless otherwise provided in this Contract or Task Assignment, Contractor shall commence in accordance with the Contract Documents the Services required for the Project or Task Assignment within ten (10) days of the County's Notice to Proceed.
 - 7.2.2. Contractor shall verify to the County for the applicable Task Assignment that all designs, and specifications, and all data reports, studies, plans, bulletins, schedules, and other drawings therewith conform to the Scope of Work in the Task Assignment

and applicable governmental regulations, statutes, and ordinances, including any amendments thereto. Said certification shall be in the form acceptable to the County and made a part of this Contract and attached to the Task Assignment and incorporated herein by reference.

- 7.2.3. Contractor covenants, and agrees that there are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Work or Services.
- 7.2.4. The Contractor covenants and agrees that it will not contract for or accept employment for the performance of any Work or Service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the County.
- 7.2.5. Contractor covenants and agrees that all of the Work or Services to be furnished by Contractor under this Contract and any Task Assignment from the inception of this Contract or Task Assignment until the Project has been fully completed, shall be of the standard and quality that prevail among similarly situated licensed professional contractors engaged in the Contractor's profession or practice in the State of Florida under the same or similar circumstances involving the design and/or construction of the Project.
- 7.2.6. Contractor covenants and agrees as follows:
 - 7.2.6.1. Contractor recognizes that its special talent, training, and experience caused the County to select Contractor to be the prime professional on the Project or Task Assignment;
 - 7.2.6.2. Contractor comprehends the specifications and requirements of the Scope of Work of the applicable Task Assignment and the use of the same in their entirety to provide Project Deliverables;
 - 7.2.6.3. Contractor possesses the special skills to recognize material errors or omissions that shall make a Deliverable fail to perform within the specifications and requirements of the Scope of Work for the applicable Task Assignment.
 - 7.2.6.4. That Contractor shall adhere to the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a licensed professional in his field or practice performing the same or similar services or Work in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances.
- 7.2.7. Contractor covenants and agrees that any Project data, reports, studies, designs, drawings, specifications and requirements prepared by Contractor or its agents or subcontractors shall be completed, pursuant to Section 7.3.5. In addition, Contractor shall include in any such reports, studies, bulletins, schedules, designs, drawings, and/or specifications warnings about known hazards to the Project.
- 7.2.8. Contractor covenants and agrees to the following: (1) the Project plans and specifications shall conform to their foreseeable use in the Project with all the amenities as set forth in the plans and specifications in the Task Assignment; and, (2) the Contractor shall produce Deliverables made pursuant to Section 7.3.5. Contractor's duties, as set forth herein, shall at no time be in any way diminished by

reason of any approval by County of any plans or specifications in a Task Assignment, nor shall Contractor be released from any liability by reason of such approval by County, it being understood that County at all times is ultimately relying on Contractor's skill, expertise, and knowledge in preparing the plans and specifications or any other documentation. As such, said approval shall not be a defense to a claim or cause of action for contribution or indemnification by the County.

- 7.2.9. Contractor covenants and agrees that all persons connected with Contractor directly in charge of the professional work are duly registered and licensed under Florida law and pursuant to this Contract.
- 7.2.10. Contractor covenants and agrees that it shall be liable for all negligent acts, errors, or omissions proximately caused by Contractor, if any, in judgment relative to the Work or Services of any Task Assignment under which Contractor provides Work or Services.
- 7.2.11. Contractor covenants and agrees to call to County's attention anything of any nature in any deliverables, reports, studies, bulletins, schedules, designs, drawings, documentation, plans, specifications, requirements or instructions prepared by Contractor or data supplied to Contractor by the County or any other party that Contractor regards in Contractor's professional opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such data is furnished in the Project.
- 7.2.12. Contractor covenants and agrees to furnish efficient business administration of the Project and perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a Contractor with the degree of skills and diligence.
- 7.2.13. Contractor covenants and agrees that it shall, at its own cost, make good any errors in its Work or Services as soon as Contractor becomes aware of such errors or is notified of such defects. Should Contractor refuse or neglect to make good such errors within a reasonable time after receiving notice requesting such remedial work, then County, pursuant to Section 6., shall be entitled to make good such defective Services at the expense of Contractor and/or terminate this Contract and the Task Assignment. This commitment by Contractor is in addition to, and not in substitution for, any other remedy for defective Work or Services that County may have at law or in equity.
- 7.2.14. Contractor covenants and agrees to provide all necessary and required plans for the successful design or completion of a Project as agreed to in the Task Assignment's Scope of Work and as governed by this Contract. Written Deliverables shall be made and delivered in accordance with this Contract or Task Contract. Each written Deliverable shall be accurate, legible and suitable for public bidding purposes. For recommendations concerning the plan preparation of studies, plants, or specifications, the Contractor should refer to the latest applicable manuals as determined by the County Project Manager. All studies, plans, drawings or specifications must meet the County's requirements to obtain permits or government documents, licenses and certificates as applicable in a Task Assignment. In addition, the Contractor shall have the following responsibilities:
 - 7.2.14.1. Contractor shall be responsible for preliminary coordination with the County and other appropriate regulatory agencies so that design efforts are properly directed towards permit approval;

- 7.2.14.2. If applicable in a Task Assignment, prepare permit packages based on preliminary coordination with the County and other appropriate regulatory agency requirements at the time of submittal. The permit packages shall include site and system design information required by the County and other regulatory agencies, applicable sketches and calculations as set forth in the Task Assignment;
 - 7.2.14.3. Contractor shall respond to the requests of the County and other regulatory agencies concerning the submitted information. The Contractor shall report to the County any requests for information not required at the time of permit submittal, as made known during preliminary coordination, reproductions in excess of requirements, or regulation changes requiring permit resubmission:
 - 7.2.14.4. The County shall provide the permitting fees, but shall not pay an additional fee to the Contractor when the Contractor is required to resubmit a permit package to a regulatory agency so as to address deficiencies, omissions, or corrections to the original permit package that were the responsibility of the Contractor and that are not attributable to changes in rules made by the regulatory agency since submission of the original permit package:
 - 7.2.14.5. Contractor shall review all design and shop drawings and other data that the contractor is required to submit to the County or any state, local or federal agency. These drawings shall be reviewed for general conformance with the design concept of the Project and scope of work of the Task Assignment and general compliance with the information given in the Contract Documents;
 - 7.2.14.6. Contractor shall make final review of Project Deliverables to determine if Work or Services were completed in general conformance with the Contract Documents; and
 - 7.2.14.7. Contractor shall prepare and submit a schedule or timeline of each task listed in a Task Assignment.
- 7.2.15. **Annual Statement of Qualifications.** Annually, the Contractor shall submit to the County's Contracts Administrator statements of qualifications and performance data confirming that Contractor is a duly licensed and registered Licensed Residential Appraiser or Certified Residential Appraiser as applicable in connection with Contractor's professional practice and the Services or Work provided to the County under this Contract.
- 7.3. **Assurance.** Contractor gives County its assurance that all Work or Services performed under this Contract shall be timely performed and in accordance with the specifications and requirements of the Contract Documents and of any inspections (if applicable), tests (if applicable) or approvals required under the Contract Documents. All Work not conforming to the specifications and requirements of the Scope of Work of a Task Assignment or of the inspections, tests (if applicable) or approvals in a Task Assignment shall be considered materially defective and constitute a breach of this Contract or the Task Assignment.
- 7.4. **Tests and Inspections.** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected and tested, and Contractor has agreed in a Task Assignment to perform such services, Contractor shall furnish the County's Project Manager with the required certificates of

inspection, testing or approval. All tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization that may be required by law or the Contract Documents.

- 7.5. The Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports and any other service furnished by the Contractor under this Contract or any Task Assignment. The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in its Work or Service for which it is responsible.
- 7.6. All Work performed by Contractor including all general provisions, special provisions, job specifications, drawings, Addendum, Amendments to Task Assignments, written interpretations, and written orders for minor changes in Work, shall comply with the Scope of Work of a Task Assignment and all applicable local laws, codes, ordinances and statutes and the performance criteria in Section 3.2. Work not covered by Contract Documents in a Task Assignment shall not be required in a Project unless the County in its sole discretion determines that it is required by reasonable inference as being necessary to produce the intended Deliverable(s).
- 7.7. If applicable in a Task Assignment, Contractor will supervise and direct all Work or Services efficiently. As such, Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures for the design or development of a Deliverable. Further, Contractor shall be responsible for assuring the County that finished Deliverables comply accurately with the Contract Documents or plans and specifications of the Scope of Work in the applicable Task Assignment.
- 7.8. Contractor will make periodic visits as delineated in the Task Assignment to the site to observe the progress and quality of the executed construction Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents or Task Assignment. The efforts of the Contractor shall be directed toward providing assurance for the County that all Work completed in a Task Assignment shall conform to the requirements of the Scope of Work of the Task Assignment. On the basis of Contractor's observations, skills and experience, Contractor shall keep the County informed of the progress of all Work and shall endeavor to guard the County against defects and deficiencies in the Work. As required in the Task Assignment, each site visit will be followed by a report to the client of known deviations from the Contract Documents or plans and specifications in the Scope of Work of a Task Assignment.
- 7.9. Contractor shall issue with reasonable promptness all written clarifications or interpretations of a Task Assignment that Contractor may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Task Assignment.
- 7.10. **Concerning Subcontractors.**
 - 7.10.1. Contractor shall not employ any Subcontractor, other person or organization against whom the County may have reasonable objection, nor shall Contractor be required to employ any Subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any Subcontractor who has been accepted by the County without the County's approval.
 - 7.10.2. County's disapproval or requirement of removal or replacement of Contractor's employee or Subcontractor shall be deemed for lawful reasons if in County's reasonable judgment, such Contractor's employee or Subcontractor poses a threat or causes harm to the health, welfare, safety or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this

Contract, or who has been convicted of a felony or a misdemeanor involving “moral turpitude” or has been released or dishonorably discharged or separated under other than honorable conditions from any of the Armed Forces of the United States.

- 7.10.3. Contractor shall be fully responsible for all negligent acts and omissions of its Subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done.
- 7.10.4. Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents and the terms and conditions of Section 1-3 and 16 of this Contract for the benefit of the County.
- 7.10.5. The Contractor shall require all Subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the County and the Contractor.
- 7.10.6. Any Subcontractors or outside associates required by the Contractor in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified for each Project assigned under this Contract. Any substitution of such subcontractors or associates will be subject to the prior written approval of the County Project Manager.
- 7.10.7. Contractor shall save and hold the County harmless from any and all claims or actions by Contractor’s Subcontractors for payment of monies such Subcontractor claims to be owed by Contractor for Work performed under this Contract or a Task Assignment, provided that the County has paid Contractor in accordance with the terms of this Contract.
- 7.10.8. Nothing in this Contract or a Task Assignment shall create any obligation on the part of the County to pay directly to any Subcontractor of Contractor any monies due to such Subcontractor or claims of a Subcontractor for amounts owed by Contractor to Subcontractor for Work performed under this Contract or Task Assignment.

8. AUTHORIZATION FOR SERVICES.

- 8.1. **No Guarantee to Perform Projects.** The County makes no covenant or promise as to the number of available Projects, nor that the Contractor will perform any Project for the County during the life of this Contract. The County reserves the right to contract with other parties for the services contemplated by this Contract as determined in the County’s sole and absolute discretion.
- 8.2. **Certifications for Completed Work.** Contractor shall sign and seal (hereinafter “Certification”) all completed Work under a Task Assignment as required as a licensed professional or under Florida law; otherwise, the County Project Manager shall not have the authority to approve completed Work or Services and Contractor shall not be entitled to payment for the Work or Services covered by uncertified Work. In the event the County Project Manager accepts and approves completed Work bearing no such certification by the Contractor, such acceptance and approval shall not relieve Contractor or its Subcontractors

or agents of any liability for any defects, omissions or errors in the Deliverables of completed Work of a Task Assignment until such work is certified by Contractor.

9. INDEMNIFICATION.

9.1. **Indemnification.** The Contractor shall indemnify and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Contract, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

9.1.1 In all claims against County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, Contractor, or Subcontractor.

9.2. Confidential Information and/or Trade Secret do not include the following:

9.2.1. Information already known or independently developed the party in possession; or

9.2.2. Information in the public domain through no wrongful act of the party in possession; or

9.2.3. Information received by the party in possession from a third party who was free to disclose it; or

9.2.4. Information regularly disclosed to third parties without restriction on disclosure, or

9.2.5 Information required to be disclosed by law or an order of a court of competent jurisdiction.

9.3 In the event that Contractor does not enable the County to use that which Contractor has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of this Contract, Contractor shall be in material default of this Contract and subject to Section 6 - Termination.

9.4 **Indemnification for Grant Funded Projects.** For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their Consultants (FDEM) and the government of the United States, its employees and/or their Consultants (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

9.5 In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, or Subcontractors.

10. LIMITATION OF LIABILITY.

10.1. **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

11. COUNTY REPRESENTATIVE.

11.1. The Work or Services shall be provided by the Contractor under the direction of the authorized County Representative, except as limited by the County's Purchasing and Contracts Procedures (see www.volusia.org/purchasing), who shall have decision authority subject to the requirements of the County's Purchasing Procedures Manual for all phases of the Work, including general direction, review and approval of the Work or Services.

11.2. Neither the County Representative's review, approval or acceptance of, nor payment for any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County for all costs of any kind which were incurred by the County as a result of the Contractor's negligent performance of the services furnished under this Contract.

12. REUSE AND OWNERSHIP OF DOCUMENTS.

12.1. Provided that Contractor has been paid by County for all completed Work in the applicable Task Assignment in accordance with the terms of this Contract, the County shall have unlimited rights, for the benefit of the County, in all reports, statistical data, specifications, notes and other Contractor's work produced in the performance of this Contract, including right to copy plans for any purpose including for the use and maintenance of the Deliverable(s) of a Project. If County determines to reuse or adapt plans signed and sealed by Contractor, Contractor shall be entitled to further reasonable compensation at rates agreed upon by County and Contractor prior to executing and commencing any Work in a Task Assignment. Said rates shall be incorporated in the Task Assignment. Further, all documents prepared by Contractor pursuant to this Contract are instruments of service in respect of the Project or Task Assignment. The Contractor shall not be liable for the negligent reuse by the County of said documents.

12.2. All deliverables analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the Contractor's Work or Services or that have been created during the course of the Contractor's performance under this Contract shall become property of the County and/or "works made for hire" (as defined under the 1976 Copyright Act (Title 17 of the United States Code) as amended) after final payment is made to the Contractor.

13. EXPERT WITNESS

If requested by the County, the Contractor shall serve as an expert or professional witness for the

County in any legal proceedings arising in connection with this Contract. The expert or professional witness fee for Contractor shall be a reasonable rate negotiated at the time the Contractor is called for such a duty.

14. AUDIT RIGHT AND RETENTION OF RECORDS

14.1. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractor that are related to this Contract. Contractor and its Subcontractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of this Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractor to agree to the requirements and obligations of this Section 14.1. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures. All audits must be performed at Contractor's home office in Florida. Nothing in this section shall require Contractor to violate any laws applicable to Contractor as a provider of CDBG-DR real estate title services.

15. E-VERIFY.

15.1 The Contractor covenants and agrees to the following provisions, as required by law:

15.1.1 If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.

15.1.2 Contractor and any of Contractor's Subcontractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractor) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.

15.1.3 In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. The Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Agreement. If the County has a good faith belief that a Subcontractor knowingly violated the requirements set forth in this Section 15 or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section 15 and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.

15.1.4 If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section 15; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal Contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section 15, Contractor shall be ineligible for award of a public contract for at least 1 year after the date on which the Agreement was terminated.

16. INSURANCE REQUIREMENTS.

The Contractor shall purchase and maintain at its own expense, during the term of this Contract the types and amounts of insurance with limits no less than those shown on Exhibit "C", in the form and from companies satisfactory to the County. Contractor shall provide the required insurance detailed in Exhibit "C" for the entire term of the Contract. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit "C". For the purposes of Exhibit "C", the term "County" shall be defined as the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by Contract to provide additional insured status.

17. LOCAL GOVERNMENT POLICIES.

17.1. **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- 17.1.1 Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- 17.1.2 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- 17.1.3 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 Contractor does not transfer the records to the County.
- 17.1.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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.
- 17.1.5 Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.
- 17.1.6 Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- 17.1.7 Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 17.2. **Financial Records.** The Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The County shall have the right to audit the books, records, and accounts

of the Contractor that are directly related to this Contract. The Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract. The Contractor shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be the County's responsibility to notify the Contractor of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment upon such entry.

- 17.3. **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Contract, the continuation of this Contract or Task Assignment beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Contract or Task Assignment, cancellation shall be accepted by Contractor with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the County due to non-appropriation shall be without a termination charge by Contractor. County shall not be obligated to pay Contractor under this Contract beyond the date of termination except as set forth in Section 6 – Termination. County's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Section 5 – Contract Price and Compensation. The parties agree to review the Project Work plan and remaining Work to be performed in advance of each new fiscal year for the County to compare the funding allocated for the next fiscal year to the cost of the remaining Scope of Work of the Project or Task Assignment, to determine whether or not the allocated funding will be adequate to cover all Work to be completed in the next fiscal year
- 17.4. **No Code Violation or Past Due Debt.** The Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the County of Volusia Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the County shall have the right to terminate this Contract as set forth herein.
- 17.5. **Changes Due to Public Welfare.** The County and Contractor agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.
- 17.6. **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Contract.
- 17.7. **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. Contractor agrees it shall

affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded or paid by County, including Titles I, II, and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with the requirements set forth in the USDOJ Final Rule pertaining to services, programs, and activities offered by state and local government entities to the public through the web and mobile applications, published at 89 FR 31320, regardless of the effective date of same, in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other government entity tasked with the enforcement of the ADA (“Enforcement Agency”) notes any deficiency in the facilities, practices, services, or operations of Contractor furnished or provided in connection with this Contract, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor’s failure to comply with the ADA as required by this paragraph. In performing under this Contract, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

17.7.1. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes (as amended), persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the county’s ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the county’s ADA Coordinator at 386-248-1760. Read the full [ADA Notice](#) under The American with Disabilities Act (Title II). Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

17.8. **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the term of this Contract and will comply, subject to the prior receipt thereof, with the County’s policies on drug-free and smoke-free work place during the term of this Contract.

17.9. **Background Checks.** Contractor and County understand that certain areas of the County’s premises may not be available to Contractor’s personnel without background checks and that such access is not required to perform the services contemplated by this Contract.

17.11. **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

17.10. Prohibition Against Contingent Fees.

17.10.1. The Contractor warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she or 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 Contractor any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate this Contract or Task Assignment without liability and, at its sole discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

17.10.2. Contractor understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes (as amended).

17.10.3. Any County official, agent or employee who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes (as amended).

17.11. EQUAL OPPORTUNITY; DISADVANTAGED BUSINESS ENTERPRISES: During the performance of this Contract, the Contractor agrees as follows:

17.11.1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, up-grading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17.11.2. County Code section 2-269, County Ordinance No. 90-20, § 9,5-17-90 of the County Council of the County of Volusia, establishing policies and procedures for the Disadvantaged and Women's Business Enterprises program shall be part of this Contract and the Contractor shall endeavor to fulfill the goals and policies of this Resolution as applicable to this Contract.

18. DISPUTE RESOLUTION.

18.1. The parties to this Contract shall exercise their best efforts to negotiate and settle promptly

any dispute that may arise with respect to this Contract in accordance with the provisions set forth in this Section. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Contract or Task Assignment and any applicable Scope of Services. Issues shall be escalated to successive management levels as indicated in Section 18.3.

- 18.2. If a dispute develops between the parties concerning any provision under this Contract or Task Assignment, or the interpretation thereof, or any conduct by the other party under these Contracts, and the parties are unable to resolve such dispute within ten (10) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 18.3. Upon issuance of a Dispute Notice, the Project Managers or designated representative(s) shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designated representative(s) shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative(s) within ten (10) business days, the Project Managers or designated representative(s) shall escalate the dispute as indicated below.

Business Days	Contractor's Representative	County Representative
10	Contractor	Project Manager
10	Contractor's Local Officer	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

- 18.4. **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation, in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction. If litigation is prematurely commenced, it shall be stayed until the mediator makes the required certification. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Contract. Failure to comply with these dispute resolution procedures as set forth in this Article 11.3 Formal Dispute Resolution does not preclude a party from filing a claim or lawsuit in order to (i) preserve any rights or causes of action that may expire or otherwise lapse due to an applicable claims deadline or statute of limitations or repose or (ii) seek emergency or other injunctive relief as appropriate to preclude irreparable harm or damage. This paragraph survives termination, cancelation, or expiration of this Contract.

19. FORCE MAJEURE.

- 19.1. Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation

not otherwise in effect at the time of execution of this Contract, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- 19.1.1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 19.1.2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- 19.1.3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Contract Amendment pursuant to the terms of the Contract.

20. CLAIMS NOTICE.

- 20.1. The Contractor shall timely report in writing to the County's Director of Risk Management any incident which it believes might result in a claim or claims against the County under any of the coverages mentioned herein.

Name: County of Volusia
Human Resources Division/Risk Management
Address: 125 West New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: (386) 736-5963
Fax: (386) 822-5006

21. SUCCESSORS AND ASSIGNS.

- 21.1. Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Contractor to obtain the County’s consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney’s fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County’s consent to the assignment shall not constitute a waiver of the rights of the County under this Section.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Contract.

- 22. ADDITIONAL RIGHTS AND REMEDIES.** The rights and remedies of the County provided for under this Contract are in addition to any other rights and remedies provided by law; the County may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, with-holding, recoupment, or counterclaim, either during or after performance of this Contract.
- 23. MBE.** This Contract is entered into by the County and Contractor pursuant to the minority business enterprise procurement goals under Section 287.09, F.S. (as amended).
- 24. CONTROLLING LAW.** This Contract or Task Assignment is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Contract or Task Assignment shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys’ fees relating to any dispute arising under the Contract, unless otherwise stated herein.
- 25. MODIFICATIONS TO CONTRACT.** This Contract or Task Assignment and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.
- 26. NOTICE.** All notice required under this Contract or Task Assignment shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of Contractor:	with a copy of legal notices to:
The Gilchrist Law Firm, P.A. Attn: Spencer Smith Address: 2525 Ponce DeLeon Blvd. Suite 300 Coral Gables, Florida 33134 Phone: 786-408-6815 E-mail: s.smith@jpgilchristlaw.com	The Gilchrist Law Firm, P.A. Attn: Spencer Smith Address: 2525 Ponce DeLeon Blvd. Suite 300 Coral Gables, Florida 33134 Phone: 786-408-6815 E-mail: s.smith@jpgilchristlaw.com

27. COUNTY DATA.

- 27.1 Contractor agrees and understands that all files and other information and data created in connection with the administration of this Contract constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Contractor agrees to maintain for public record access such files and to maintain for public access such files after termination of this Contract to the extent required by the laws of the State of Florida.
- 27.2 Upon any termination or expiration of this Contract, Contractor, upon County's written request, shall promptly deliver, but not more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format or such other format as mutually agreed upon by County and Contractor.
- 27.3 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS CONTRACT.
- 27.4 Location of County Data. Contractor shall not out-source any development and/or support for this Contract or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the County.

28. CONFLICTS. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Contract to utilize Subcontractor to perform any Services required by this Contract, Contractor agrees to require such Subcontractor, by written Contract, to comply with the provisions of this section to the same extent as Contractor.

29. REFERENCES TO COUNTY OR CONTRACTOR. Contractor agrees that during the term of this Contract, except as provided herein, Contractor may not reference County in Contractor's website, and/or press releases, and, may not place County's name and logo on Contractor's Web site or in collateral marketing materials relating to Contractor's products and Services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Contract shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Contract.

30. BANKRUPTCY RIGHTS AND COUNTY. All rights and licenses granted under or pursuant to this Contract or any attachments hereto by Contractor to County are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that County, as licensee of such rights under this Contract, shall retain and may

fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Contractor under the Code, County shall be entitled to retain all of its rights under this Contract.

31. **WAIVER OF BREACH AND MATERIALITY.** Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
32. **SEVERANCE.** In the event this Contract or a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Contractor elects to terminate this Contract.
33. **ENTIRE CONTRACT.** This Contract contains the entire contract between Contractor and County. Any modifications to this Contract shall not be binding unless in writing and signed by both parties.
34. **APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL.** This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Contract shall be exclusively in the state courts of the Judicial Circuit of County of Volusia, Florida, unless one or more causes of action are solely cognizable in federal court, in which case, venue for and jurisdiction over such dispute(s) shall be in the Middle District of Florida, Orlando Division. By entering into this Contract, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Contract.
35. **PRIOR CONTRACTS.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
36. This Contract or Task Assignment, together with any exhibits, schedules, attachments and amendments thereto constitute the entire Contract between County and Contractor and supersede all prior written or oral understandings.
37. **Scrutinized Companies-FL Statute Section 287.135 and 215.473.** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must have submitted the certification form with their response to County Solicitation 25-SQ-141KW. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate

that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

38. Electronic Signatures

Vendor acknowledges that the undersigned (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory and the Contractor. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have made and executed this Contract for CDBG-DR Real Estate Title Services, the day and year below written.

Attest:

DocuSigned by:
Dana Rhymes-Jones
CE48029307934D4...
Dana Rhymes-Jones
Executive

Date: 10/15/2025 | 11:24:13 EDT

COUNTY OF VOLUSIA

DocuSigned by:
George Recktenwald
2265F6E1F09043E...
BY: George Recktenwald
County Manager

Date: 10/15/2025 | 11:19:07 EDT

Attest:

Signed by:
Marilyna Gilchrist
A49A078BF2FD474...
Signature

Marilyna Gilchrist

Print Name

Vice President

Title

Date: 10/9/2025 | 16:04:08 EDT

THE GILCHRIST LAW FIRM, P.A.

DocuSigned by:
Jacquie Gilchrist
8178764808584EE...
BY: Jacquie Gilchrist
Signature

Jacquie Gilchrist

Print Name

President

Title

Date: 10/9/2025 | 12:14:20 PDT

- Exhibit "A" – Scope of Services/Solicitation
- Exhibit "B" – Pricing
- Exhibit "C" - Insurance Requirements
- Exhibit "D" – Proposal

Exhibit A - Scope of Services

1. The Contractor shall provide Services and Project deliverables and act advisor to the County as detailed below:
 - A. Prepare Property Information (PI) Reports, formerly known as Ownership and Encumbrance Reports (O & E reports) within ten (10) business days following receipt of request; and,
 - B. Prepare and issue title insurance commitments, with updates as necessary, within ten (10) business days following receipt of request or a fully executed sale and purchase contract; and,
 - C. Prepare and issue title insurance policies; and,
 - D. Include copies of all related documents with PI/O & E Reports, title insurance commitments and policies; and,
 - E. Research parcel history and/or prepare an abstract of title including a chain of title and all related instruments as requested, including for the purpose of lot combination of single parcels and variance requests; and,
 - F. Update title search and title abstract as requested; and,
 - G. Research and obtain all ownership and parcel information to facilitate a closing;
 - H. Prepare Closing Settlement Statement (HUD-1); and,
 - I. Contact the homeowner and other related parties to schedule a closing. The closing shall occur within twenty (20) business days from receipt of the purchase agreement and check; and,
 - J. Provide all necessary documents for closing and conduct closing; and,
 - K. Provide the final title insurance policy and recorded instruments to the County within fifteen (15) days after settlement and closing.
2. Contractor Methods
 - A. Once County staff has made a request, the title search shall be secured. If said order is a Property Information/Ownership and Encumbrance Certificate request, same shall be prepared and forwarded together with required documents to the County Project Manager.

- B. Once County staff has made a request requiring title insurance and escrow services, the file shall be assigned to the Contractor's escrow department which shall begin the process of closing the transaction. A title search shall be secured if required and once concluded, a title commitment together with required documents affecting the title shall be forwarded to the County Project Manager. The process shall continue until the transaction is consummated and title policy is issued.

25-SQ-142KW
EXHIBIT B

Line Item	Description	Unit of Me	Unit Cost
1	Cancellation Rate☐	Flat Rate	\$175.00
2	Title Search Rage	Flat Rate	\$1,582.10
3	Lien Search Rate	Flat Rate	\$281.42
4	Recertify & Update Rate	Flat Rate	\$1,300.68
	Recertify & Update Commitment in accordance		
5	with State Statutes	Flat Rate	\$1,300.68
6	O&E Rate	Flat Rate	\$331.42
7	Reissue Rate	Flat Rate	\$281.42
8	Settlement Fee	Flat Rate	\$350.00
	Loan Estimate and Closing Disclosure Preparation		
9	and Insurance	Flat Rate	\$562.84
10	Closing Document Preparation	Flat Rate	\$1,125.68
11	Title Insurance and Endorsements	Flat Rate	\$0.00
12	E-Filing Fee	Flat Rate	\$281.42
13	Document Storage Fee	Flat Rate	\$281.42

25-SQ-142KW
 EXHIBIT C
 Required Types and Limits of Insurance

TYPE OF INSURANCE		
WORKERS COMPENSATION <input checked="" type="checkbox"/> Waiver of Subrogation	Florida Statutory Coverage	
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> County Additional Insured <input checked="" type="checkbox"/> Waiver of Subrogation	EACH OCCURRENCE	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000
	Premises-Operations	\$ 1,000,000
	Products & Completed Ops	
	Personal & Adv Inj.	\$ 1,000,000
	Fire Damage	\$
		\$
AUTO LIABILITY <input checked="" type="checkbox"/> Any Auto	Combined Single Limit	\$ 100,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
<i>Note: Contractor shall be limited to use of scheduled vehicles if does not have Coverage Symbol 01 (Any Auto). If contractor does not own any vehicles, Contractor shall have coverage symbol 8 (Hired Autos) and coverage symbol 9 (Non-Owned Autos).</i>		
PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> Property Appraisal Errors & Omissions	\$ 1,000,000 Per Claim/Aggregate \$ 10,000 Maximum Deductible	
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		
Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Kathy Williams</u>		

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this Solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

The policy limits for all required policies in the Required Types and Limits of Insurance Chart shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the Solicitation and/or Contract Documents.

2. Subcontractors/Subconsultants and Independent Contractors/Consultants

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described in this Solicitation.

3. Claims Made Basis Insurance Policies

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

4. Risk Retention Groups and Pools

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

5. Minimum Required Policies and Limits

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

6. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

7. Disposal of Materials

If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

8. Workers' Compensation

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of

employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

9. Commercial General Liability Insurance.

The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractor or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds.

For construction related projects, County shall be added as additional insured to Contractor's policy by both ISO Endorsements CG 20 38 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalents. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38 and CG 20 37, or their equivalents.

For non-construction projects, Contractor shall add County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

10. Motor Vehicle Liability

The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in the Required Types and Limits of Insurance Chart for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart. If Motor Vehicle Liability is by endorsement to another policy required in the Required Types and Limits of Insurance Chart, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in the Required Types and Limits of Insurance Chart, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

11. Professional Liability

The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown in the Required Types and Limits of Insurance Chart. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or its agents or employees. For Contractors providing Architectural and Engineering related services, policy shall be broad enough to include errors and omissions specific to Contractor's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

12. Primary and Excess Coverage

Any insurance required may be provided by primary and excess insurance policies.

13. General Insurance Requirements

- A. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- B. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of

Work or Services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

- C. **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including Workers' Compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- D. **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- E. **Cancellation Notices.** During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- F. **Deductibles and Self-Insured Retentions.**
1. Contractors that maintain and administer a self-insured retention or a large deductible formal program exceeding the insurance requirements listed in the Required Types and Limits of Insurance Chart to fund either program may submit an exception request in accordance with the Solicitation section detailing Revisions, Addenda, Questions & Answers to be considered for this Solicitation. The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.
 2. Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered.
 3. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.
- G. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds

which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

14. Proof of Insurance.

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and any time after the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.
- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
- D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
- E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

15. Provide Proof of Insurance

Provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final

forms must contain the correct Solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy of the notice with the response.



County of Volusia
Purchasing and Contracts
Pam Wilsky, Director
123 W. Indiana Ave., DeLand, FL 32720

[THE GILCHRIST LAW FIRM, P.A.] RESPONSE DOCUMENT REPORT

RSQ No. 25-SQ-142KW

CDBG-DR Real Estate Title Services

RESPONSE DEADLINE: August 28, 2025 at 3:00 pm

Report Generated: Wednesday, September 10, 2025

The Gilchrist Law Firm, P.A. Response

CONTACT INFORMATION

Company:

The Gilchrist Law Firm, P.A.

Email:

nmenendez@jpgilchristlaw.com

Contact:

Jacquin Gilchrist

Address:

2525 Ponce De Leon Blvd
Suite 300
Coral Gables, FL 33134

Phone:

N/A

Website:

<https://www.jpgilchristlaw.com>

Submission Date:

Aug 28, 2025 2:41 PM (Eastern Time)

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RSQ No. 25-SQ-142KW
CDBG-DR Real Estate Title Services

ADDENDA CONFIRMATION

Addendum #1

Confirmed Aug 20, 2025 1:15 PM by Jacquin Gilchrist

QUESTIONNAIRE

1. Acknowledgements

ACKNOWLEDGMENT*

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits, including construction drawings, technical specifications, and permits, if applicable. (By checking yes, vendor agrees to the attached County of Volusia Purchase Order (PO) or Master Agreement (MA) Terms and Conditions, if included with this solicitation.)
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or Contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

Yes

SCOPE OF SERVICES ACKNOWLEDGEMENT*

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By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

Yes

DOCUMENT UPLOAD FORMAT ACKNOWLEDGEMENT*

By checking yes, the Respondent acknowledges that all uploaded documents are in one of the following formats:

- Microsoft Word
- Microsoft Excel
- Adobe PDF

Any other format is not compatible with OpenGov and may render your response unreadable.

Yes

SAMPLE CONTRACT/AGREEMENT RECEIPT. *

By checking yes, the Respondent acknowledges that the Respondent has received and reviewed the sample contract/agreement attached in the Attachments/Exhibits Section.

Yes

BY CHECKING YES, THE VENDOR AGREES TO COMPLY WITH THE E-VERIFY REQUIREMENTS AS DESCRIBED IN THIS SECTION.*

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractor. Any subcontract entered into by Contractor with any Subcontractor performing Work under this Contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and

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hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

Yes

COMPLETE AND UPLOAD THE FEDERAL CONTRACT PROVISIONS. *

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions.

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractor shall comply with the applicable sections of the Federal Contract Provisions attached.

Please download the attached document, complete, and upload.

- [Federal Contract Provisions...](#)

Federal_Contract_Provisions.pdf

REGISTRATION ON SAM.GOV*

Since this Solicitation involves the expenditure of Federal funds, Respondent agrees to register on SAM.gov if awarded a contract.

Yes

INSURANCE ACKNOWLEDGEMENT*

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

Yes

DRUG-FREE WORKPLACE*

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

Yes

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NAME AND TITLE OF AUTHORIZED AGENT OF THE RESPONDENT*

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

Jacquie Gilchrist, Esq., President and Director

CONFLICT OF INTEREST*

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

No

ENTER EXPLANATION OF THE CONFLICT OF INTEREST INDICATED ABOVE.*

If the response to the above question is "Yes", enter an explanation of the conflict. If the response to the above question is "No", enter N/A.

N/A

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DO YOU OR ANY OWNER(S), PRINCIPAL(S), OR OFFICER(S) OF YOUR FIRM CURRENTLY SERVE ON ANY VOLUSIA COUNTY BOARD(S) OR COMMITTEE(S)?*

No

IF YOU INDICATED YES TO VOLUSIA COUNTY BOARD/COMMITTEE QUESTION ABOVE.
Please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

N/A

REVISIONS, ADDENDA, QUESTIONS & ANSWERS*

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

Yes

2. Public Entity Crime

PUBLIC ENTITY CRIME ACKNOWLEDGEMENT*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity,

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and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

ACKNOWLEDGMENT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION*

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes

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ENTER EXPLANATION OF THE 'NO' RESPONSE TO THE CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.*

N/A

4. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

BY SELECTING 'YES', THE RESPONDENT ACKNOWLEDGES AND AGREES TO THE 'CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.' *

Yes

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5. Forms/Documentation

SUBMITTAL FORM *

Please download the below documents, complete, and upload.

- [Submittal Form.pdf](#)

Submittal_Form.pdf

GLF-_Submittal_Form.pdf

MEMORANDUM OF AUTHORITY

If the Authorized Signatory identified in the Section (Name and Title of Authorized Agent of the Respondent) above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

Signatory_Authority.pdf

W-9*

Please attach current W-9 Form.

GLF_W9_2025_-_signed.pdf

PROOF OF INSURANCE *

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

The_Gilchrist_Law_Firm-Proof_of_Insurance.pdf

HOLD HARMLESS AGREEMENT

Please download the below document, complete, and upload.

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Only upload if applicable in accordance with Florida Law.

- [Volusia Hold Harmless Agree...](#)

Volusia_Hold_Harmless_Agreement(492425).pdf

PROFESSIONAL CERTIFICATION/LICENSES*

Respondent and their Subcontractor shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subcontractor shall submit with their submittal, copies of their professional license.

Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

The_Gilchrist_Law_Firm-Professional_Certs_and_Licenses.pdf

FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS' DETAIL BY ENTITY NAME REPORT *

Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

Detail_by_Entity_Name_-_GLF_(FL).pdf

The_Gilchrist_Law_Firm-Professional_Certs_and_Licenses.pdf

PROHIBITION AGAINST CONTINGENT FEES*

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract 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 respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Conting...](#)

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Prohibition_Against_Contingent_Fees(499042)_8-28.pdf

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES*

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- [Volusia Human Trafficking A...](#)

GLF-Volusia_Human_Trafficking_Affidavit_08-28-2024.pdf

6. Additional Information

DO YOU ACCEPT ELECTRONIC FUNDS TRANSFER (EFT)? *

Yes

IF YES TO EFT QUESTION ABOVE, PROVIDE PERCENTAGE: *

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

The GLF will offer .5%

PAYMENT TERMS *

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

The GLF will offer .5%

PLEASE SUBMIT YOUR TOTAL NUMBER OF EMPLOYEES. *

20

ARE YOU A SOLE PROPRIETOR? *

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A sole proprietorship is a type of business where there is no legal distinction between the owner and the business entity. It is owned, managed, and controlled by a single owner.

Yes

REFERENCES *

Please download the below documents, complete, and upload.

Please fill out the attached form completely. The County will only contact the references listed on this form. Additional project information may be provided on separate sheets, however, that information will not be used for the evaluation of any response.

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Contractor's qualification for the scope of services.

- [References Form\(492427\) \(1\)...](#)

References_GLF.pdf

7. Proposal Requirements

SUBMITTAL LETTER / FIRM PROFILE*

Submittal Letter signed by an authorized agent of the firm.

A brief profile of the firm, including:

- A. A brief history of the business;
- B. Organizational structure of business;
- C. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's

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legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;

- D. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org; If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.
- E. Ownership interests;
- F. Active business venues - geographic location where you firm is currently conducting business (counties, states, etc.);
- G. Present status and projected direction of business;
- H. Respondent shall also list any lawsuits in which their team (firm & sub consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

The_Gilchrist_Law_Firm-Submittal_Letter_8-28.pdf

FIRM/EMPLOYEE QUALIFICATIONS*

Qualifications of the firm and the employees that will be assigned to the County.

Key personnel inclusive of resumes, licenses, business venues, etc.

Firm_Experience_and_Profile.pdf

PROJECT APPROACH *

Respondent shall provide overall project methodology/approach to support the needs and objectives of the solicitation, including method for quality control, per Section 7, Evaluation Criteria.

Volusia_County_Approach.pdf

PRICING PROPOSAL

Pricing shall be completed in Section 9.0.

[THE GILCHRIST LAW FIRM, P.A.] RESPONSE DOCUMENT REPORT
 RSQ No. 25-SQ-142KW
 CDBG-DR Real Estate Title Services

Volusia_County_Pricing_(002).pdf

PRICE TABLES

REAL ESTATE TITLE SERVICES

Line Item	Description	Unit of Measure	Unit Cost
1	Cancellation Rate	Flat Rate	\$175.00
2	Title Search Rage	Flat Rate	\$1,582.10
3	Lien Search Rate	Flat Rate	\$281.42
4	Recertify & Update Rate	Flat Rate	\$1,300.68
5	Recertify & Update Commitment in accordance with State Statutes	Flat Rate	\$1,300.68
6	O&E Rate	Flat Rate	\$331.42
7	Reissue Rate	Flat Rate	\$281.42
8	Settlement Fee	Flat Rate	\$350.00
9	Loan Estimate and Closing Disclosure Preparation and Insurance	Flat Rate	\$562.84
10	Closing Document Preparation	Flat Rate	\$1,125.68
11	Title Insurance and Endorsements	Flat Rate	\$0.00
12	E-Filing Fee	Flat Rate	\$281.42
13	Document Storage Fee	Flat Rate	\$281.42

FEDERAL CONTRACT PROVISIONS

Contractor agrees to comply with all requirements checked below



Equal Employment Opportunity – for all contracts for construction work which is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

[This requirement applies to all FEMA/Federal grant and cooperative agreement programs.](#)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- Davis Bacon Act Equal Employment Opportunity** – applies to all contracts for construction work as defined above.

[The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA/Federal grant and cooperative agreement programs, including the Public Assistance Program.](#)

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

- Copeland Anti-Kickback Act**

[This requirement applies to all contracts for construction or repair work above \\$2,000 in situations where the](#)

Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

 Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA/Federal contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County of Volusia or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

 Rights to Inventions Made Under a Contract or Agreement

If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding

agreement,” the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F)

This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

Clean Air Act and the Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension

This requirement applies to all FEMA/Federal grant and cooperative agreement programs.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by State of Florida and County of Volusia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and County of Volusia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix A.



Byrd Anti-Lobbying Amendment

This requirement applies to all FEMA/Federal grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix B.



Procurement Of Recovered Materials

This requirement applies to all contracts awarded by a non-federal entity under FEMA/Federal grant and cooperative agreement programs.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.



Access to Records

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide State of Florida, County of Volusia, the FEMA (Federal grant) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA (Federal grant) Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the State of Florida, County of Volusia, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA (Federal grant) Administrator or the Comptroller General of the United States.

**Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

**Department of Homeland Security (DHS) Seal, Logo, and Flags**

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA/Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA/Federal policies, procedures, and directives."

**No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**Domestic Preferences for Procurements**

The Contractor acknowledges that they, as appropriate and to the extent consistent with law, shall, when practicable purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). [See 2 C.F.R. Part 200.322.](#)

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (a) Procure or obtain;
 - (b) Extend or renew a contract to procure or obtain; or
 - (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
3. See Public Law 115-232, section 889 for additional information.
4. See also 2 CFR §200.471. Telecommunication costs and video surveillance costs.
 - (a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
 - (b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

I hereby certify that I have read and understand the requirements of these Federal Contract Provisions and that I, as the Respondent, will comply with all requirements.

x spencer smith

Authorized Signature Spencer Smith		
Printed Name Director, Government Procurement		
Title The Gilchrist Law Firm, P.A.	Date 8/20/2025	
Company Name 252 Ponce de Leon Blvd, Suite 300, Coral Gables, FL 33134		
Full Address 786-408-6815	305-356-5739	s.smith@jpgilchristlaw.com
Telephone	Fax	E-mail Address

APPENDIX A, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-

LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: The Gilchrist Law Firm, P.A.

By: Spencer Smith

Date: 8/20/2025

Title: Director, Government Procurement

Instructions for Certification

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX B, CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Spencer Smith

Signature of Contractor's Authorized Official

Director, Government Procurement

Name and Title of Contractor's Authorized Official

8/20/2025

Date

SUBMITTAL FORM

The undersigned hereby declare(s) that [firm name] The Gilchrist Law Firm, P.A. has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this Solicitation.

I hereby certify that I have read and understand the requirements of this Solicitation and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Solicitation.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with the County of Volusia. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types of Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Response is true and correct:

Signature / Authorized Signatory		
<i>spencer smith</i>		
Printed Name		
Spencer Smith		8/20/2025
Title		
Director, Government Procurement		Date
Company Name		
The Gilchrist Law Firm, P.A.		
Full Address		
2525 Ponce de Leone Blvd st. 300, Coral Gables,, FL 33134		
Telephone	Fax	E-mail Address
786-408-6815	305-356-5739	s.smith@jpgilchristlaw.com
Dun & Bradstreet #		Federal I.D. #
DJWYJXPC5MW7		47-3406824

SUBMITTAL FORM

The undersigned hereby declare(s) that [firm name] The Gilchrist Law Firm, P.A.
has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this Solicitation.

I hereby certify that I have read and understand the requirements of this Solicitation and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Solicitation.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with the County of Volusia. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types of Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Response is true and correct:



Signature / Authorized Signatory

Jacquin P. Gilchrist, Esq.

Printed Name

President and CEO.

Title

8/22/2025

Date

The Gilchrist Law Firm, P.A.

Company Name

2525 Ponce de Leon Blvd., Suite 300, Coral Gables, FL 33134

Full Address

(786)408-6815 Fax: (305) 356-5739 jpg@jpgilchristlaw.com

Telephone

Fax

E-mail Address

DJWYJXPC5MW7

47-3406824

Dun & Bradstreet #

Federal I.D. #

Signatory Authority

Jacquin P. Gilchrist, Esq., Managing Attorney of the Gilchrist Law Firm (GLF), possesses full signatory authority on behalf of the firm. In this capacity, Mr. Gilchrist is authorized to execute contracts, agreements, certifications, and all official documents required in connection with County task orders and professional services. His role as signatory ensures that GLF's commitments are made with proper legal authority and accountability, providing the County with assurance of the firm's capacity to fulfill all contractual obligations.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) The Gilchrist Law Firm, P.A.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 2525 Ponce De Leon Blvd, Suite 300	Requester's name and address (optional)
	6 City, state, and ZIP code Coral Gables, FL 33134	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		
or									
Employer identification number									
4	7	-	3	4	0	6	8	2	4

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 01/02/25
	Jacquin Gilchrist (Jan 2, 2025 12:04 EST)	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

GLF W9 2025

Final Audit Report

2025-01-02

Created:	2025-01-02
By:	Nicholas Menendez (info@jpgilchristlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOzKs9OFDHadpuNQcRjo0rpiBgf3UvGSh

"GLF W9 2025" History

-  Document created by Nicholas Menendez (info@jpgilchristlaw.com)
2025-01-02 - 4:19:05 PM GMT
-  Document emailed to Jacquin Gilchrist (jpg@jpgilchristlaw.com) for signature
2025-01-02 - 4:19:08 PM GMT
-  Email viewed by Jacquin Gilchrist (jpg@jpgilchristlaw.com)
2025-01-02 - 5:02:50 PM GMT
-  Document e-signed by Jacquin Gilchrist (jpg@jpgilchristlaw.com)
Signature Date: 2025-01-02 - 5:04:26 PM GMT - Time Source: server
-  Agreement completed.
2025-01-02 - 5:04:26 PM GMT



541 E. Mitchell Hammock Road Oviedo, Florida 32765
Phone: 800-633-6458 Fax: 800-781-2010
www.flmic.com

Lawyers Professional Liability Policy
This is a Claims Made and Reported Policy. Please read it carefully.

Declarations

Policy Number: 112482

Item 1. Named Insured: The Gilchrist Law Firm, P.A. DBA Affirmative Title & Law, P.A.

Mailing Address: 2525 Ponce De Leon Boulevard, #300
Coral Gables, FL 33134

Item 2. Policy Period: From 03/17/2025 **to** 03/17/2026 **at 12:01 A.M.**

Standard Time at Your Address Shown Above

Item 3. Limit of Liability: \$1,000,000 **Per Claim**
\$2,000,000 **Total Limit**

Item 4. Deductible: \$5,000 **Annual Aggregate**

Item 5. Policy Premium: \$8,714.00 **Annual Premium**

\$87.14 **Florida Insurance Guaranty Association
Emergency Assessment (1%)**

\$8,801.14 Total Amount

Item 6. Forms and Endorsements Attached at Policy Issuance:

FLPL-101 (R.10/01/2018) FLPL-200R (R.06/01/2023) FLPL-103 (R.08/01/2011)
FLPL-107 (R.08/01/2011) FLPL e-JD™ (R.01/01/2024)

The Policy is not valid until signed by Our authorized representative.

February 10, 2025
Date Issued

Kimberly Cooper
Authorized Representative

FLPL-100 (R.08/01/2011)

Page 1 of 1



Bond No. 107265590

FLORIDA TITLE AGENT'S BOND

KNOW ALL MEN BY THESE PRESENTS, that JACQUIN P. GILCHRIST, P.A. d/b/a -GILCHRIST GLOBAL STRATEGIES
(FEIN# 47-3433749) whose place of business is in Jacksonville and Coral Gables, Florida, as Principal, and
Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the following

title insurance companies listed below:

WFG National Title Insurance Company; 12909 SW 68th Parkway, Ste. 350; Portland, OR 97223; Phone: 954-604-0829

Name, Address, Phone Number

Name, Address, Phone Number

Name, Address, Phone Number

Name, Address, Phone Number

as Oblige(e)s, in the penal sum of Thirty-five Thousand (\$35,000) dollars in aggregate, lawful money of the United States of America, for payment of which well and truly to be made, we bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, the Principal, as a title agency, is required under subsection (1) of section 626.8419, Florida Statutes, to obtain a surety bond for the benefit of title insurers appointing the agency.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT if the Principal shall faithfully perform all duties and responsibilities under the said Principal's agency contract with each title insurer listed above, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN ALL PARTIES HERETO, that if the Surety shall so elect, this Bond may be canceled and discontinued by giving thirty (30) days notice in writing to the Principal, by United States registered mail and this Bond shall be deemed canceled at the expiration of the said thirty (30) days from the service of said notice, the Surety remaining liable for all or any part of the obligations covered by this Bond, which may have accrued by default of the Principal prior to the effective date of the cancellation. The Surety shall provide a copy of said notice to the title insurers listed above. However, the failure to provide a title insurer said notice shall not render cancellation ineffective.

In the event a claim is made upon this Bond, the surety shall notify the Oblige(e)s listed above (at the address(es) provided on this Bond) that a claim has been made. However, failure to provide this notice shall not constitute a default or breach under this Bond.

Regardless of the number of Obligees named above or by rider, the number of years this Bond is in effect, the number of premiums paid, or the number of claims made, the Surety's aggregate liability shall not be more than the penal sum of this Bond.

IN WITNESS WHEREOF the said Principal has caused these presents to be executed by affixing hereto his or her signature, or if a corporation, the signature of its President, or if a partnership, the signature of an authorized partner, and the said surety has caused presents to be executed by the signature of its attorney-in-fact and its corporate seal to be affixed hereto attested by its attorney-in-fact this 28 day of May year of 2020.

This Bond shall become effective on the 28 day of May, year of 2020, and remain in force until canceled.

JACQUIN P. GILCHRIST, P.A. d/b/a -GILCHRIST GLOBAL STRATEGIES

Principal

Signature

Print Name & Title

Travelers Casualty and Surety Company of America

Surety

Signature of Attorney-in-Fact

Samantha Dent

Print Name

(seal)



THE
GILCHRIST LAW FIRM
P.A.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

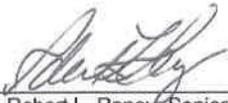
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Samantha Dent** of **Tampa Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

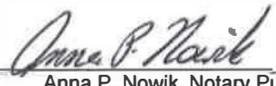
By: 
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of May, 2020




Kevin E. Hughes, Assistant Secretary

To verify the aut
Please refer to the above-named A





Travelers Casualty and Surety Company of America
Hartford, CT 06183

License No. _____

RIDER

To be attached to and form part of Bond No. 107265590.

Issued on behalf of GILCHRIST GLOBAL STRATEGIES, INC. as Principal, and in favor of WFG NATIONAL TITLE INSURANCE COMPANY as Obligee.

It is agreed that:

1. The Surety hereby gives its consent to change the Name:
from: JACQUIN P. GILCHRIST, INC. dba - GILCHRIST GLOBAL STRATEGIES
to: GILCHRIST GLOBAL STRATEGIES, INC.
2. The Surety hereby gives its consent to change the Address:
from: 301 W. BAY ST SUITE 1462, JACKSONVILLE, FL 32202-5184
to: 2525 PONCE DE LEON BLVD., SUITE 300, DAVIE, FL 33314
3. The Surety hereby gives its consent to change the _____
from: _____
to: _____

This rider shall become effective as of May 28, 2024

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated May 02, 2024.



Travelers Casualty and Surety Company of America

By: Rebecca Stanton

Attorney-in-Fact

Accepted: WFG NATIONAL TITLE INSURANCE COMPANY
Obligee

or GILCHRIST GLOBAL STRATEGIES, INC.
Principal

By: _____

By: _____





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rebecca Stanton** of **Tampa**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

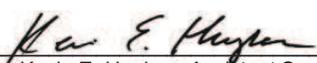
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **May**, **2024**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

The Gilchrist Law Firm hereby affirms that, upon award and execution of a contract, we will promptly sign and have this document notarized as required. We understand the importance of this certification and are fully prepared to comply with all documentation and verification procedures necessary to fulfill the contractual obligations.

HOLD HARMLESS AGREEMENT

I, Jacquin Gilchrist, Esq., (*print owner's name*), am the owner of The Gilchrist Law Firm (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On May 22, 2025, the County of Volusia and I or (*the above-named business*) entered into a Contract for the County of Volusia (*please insert name of Contract*) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name)
(signature)

Jacquin Gilchrist

Employee 1: _____ (print name)
(signature)

Dolores Arce

Employee 2: _____ (print name)
(signature)

Mike Roy

Employee 3: _____ (print name)
(signature)

James Long

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

Florida Department of Financial Services

JACQUIN PERRON GILCHRIST

15720 BRIXHAM HILL AVE STE 300
CHARLOTTE NC 28277-4784

Is hereby recognized as a

9413 - TITLE INSURANCE AGENT

License # **W620099** Issued **OCTOBER 3, 2024**

For having fulfilled the requirements of Florida
Law regarding this license classification.



**CHIEF FINANCIAL OFFICER
STATE OF FLORIDA**



Florida Department of Financial Services

NOTICE - THIS NON-RESIDENT LICENSE IS LIMITED TO THE CLASSES OF INSURANCE REFLECTED ABOVE AND IS FURTHER LIMITED TO ONLY THOSE CLASSES OF INSURANCE FOR WHICH YOU ARE LICENSED IN YOUR HOME STATE.

PLEASE NOTE:

A LICENSEE MAY ONLY TRANSACT INSURANCE WITH AN ACTIVE APPOINTMENT BY AN ELIGIBLE INSURER OR EMPLOYER. IF YOU ARE ACTING AS A SURPLUS LINES AGENT, PUBLIC ADJUSTER, OR REINSURANCE INTERMEDIARY MANAGER/BROKER, YOU SHOULD HAVE AN APPOINTMENT RECORDED IN YOUR OWN NAME ON FILE WITH THE DEPARTMENT. IF YOU ARE UNSURE OF YOUR LICENSE STATUS YOU SHOULD CONTACT THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES IMMEDIATELY. THIS LICENSE WILL EXPIRE IF MORE THAN 48 MONTHS ELAPSE WITHOUT AN APPOINTMENT FOR EACH CLASS OF INSURANCE LISTED. IF SUCH EXPIRATION OCCURS, THE INDIVIDUAL WILL BE REQUIRED TO RE-QUALIFY AS A FIRST-TIME APPLICANT. IF THIS LICENSE WAS OBTAINED BY PASSING A LICENSURE EXAMINATION OFFERED BY THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES, THE LICENSEE IS REQUIRED TO COMPLY WITH CONTINUING EDUCATION REQUIREMENTS CONTAINED IN 626.2815 OR 648.385, FLORIDA STATUTES. A LICENSEE MAY TRACK THEIR CONTINUING EDUCATION REQUIREMENTS COMPLETED OR NEEDED IN THEIR MYPROFILE ACCOUNT AT [HTTPS://DICE.FLDFS.COM](https://dice.fldfs.com). TO VALIDATE THE ACCURACY OF THIS LICENSE YOU MAY REVIEW THE INDIVIDUAL LICENSE RECORD UNDER "LICENSEE SEARCH" ON THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES WEBSITE AT WWW.MYFLORIDACFO.COM/DIVISION/AGENTS.



**CHIEF FINANCIAL OFFICER
STATE OF FLORIDA**





The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)

County of Leon)

In Re: 0058663
Jacquin Perr'on Gilchrist
The Gilchrist Law Firm, P.A.
2525 Ponce de Leon Blvd Ste 300
Coral Gables, FL 33134-6044

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **October 2, 2008**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 22nd day of **May, 2025**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-346743



ITT TECHNICAL INSTITUTE

Certifies that

DOLORES E. ARCE

has successfully completed the prescribed program of

PROJECT MANAGEMENT AND ADMINISTRATION

and, based on the recommendation of the faculty, is awarded this

BACHELOR OF SCIENCE DEGREE

Given at Ft. Lauderdale, Florida, this 7th day of December, 2015.

Maria Arce
Dean



Edna Arce
Director



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)

County of Leon)

In Re: 1038469
Christian Granados
The Gilchrist Law Firm, P.A.
2525 Ponce De Leon Blvd Ste 300
Coral Gables, FL 33134-6044

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **September 19, 2022**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 20th day of **May, 2025**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-346374





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
THE GILCHRIST LAW FIRM, P.A.

Filing Information

Document Number	P15000024386
FEI/EIN Number	47-3406824
Date Filed	03/12/2015
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	06/12/2023
Event Effective Date	NONE

Principal Address

2525 PONCE DE LEON BLVD., SUITE 300
CORAL GABLES, FL 33134

Mailing Address

2525 PONCE DE LEON BLVD., SUITE 300
CORAL GABLES, FL 33134

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK, INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Address Changed: 03/25/2020

Officer/Director Detail

Name & Address

Title PD

GILCHRIST, JACQUIN P
2525 PONCE DE LEON BLVD., SUITE 300
CORAL GABLES, FL 33134

Title VPD

GILCHRIST, MARYLINA B
2525 PONCE DE LEON BLVD., SUITE 300
CORAL GABLES, FL 33134

Title D

SMITH, SPENCER L
2525 PONCE DE LEON BLVD., SUITE 300
CORAL GABLES, FL 33134

Annual Reports

Report Year	Filed Date
2023	01/19/2023
2024	04/29/2024
2025	02/10/2025

Document Images

02/10/2025 -- ANNUAL REPORT	View image in PDF format
04/29/2024 -- ANNUAL REPORT	View image in PDF format
06/12/2023 -- Amended and Restated Articles	View image in PDF format
01/19/2023 -- ANNUAL REPORT	View image in PDF format
02/22/2022 -- ANNUAL REPORT	View image in PDF format
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03/12/2020 -- ANNUAL REPORT	View image in PDF format
02/26/2019 -- ANNUAL REPORT	View image in PDF format
02/01/2018 -- ANNUAL REPORT	View image in PDF format
01/13/2017 -- ANNUAL REPORT	View image in PDF format
02/24/2016 -- ANNUAL REPORT	View image in PDF format
03/12/2015 -- Domestic Profit	View image in PDF format

Florida Department of Financial Services

JACQUIN PERRON GILCHRIST

15720 BRIXHAM HILL AVE STE 300
CHARLOTTE NC 28277-4784

Is hereby recognized as a

9413 - TITLE INSURANCE AGENT

License # **W620099** Issued **OCTOBER 3, 2024**

For having fulfilled the requirements of Florida
Law regarding this license classification.



**CHIEF FINANCIAL OFFICER
STATE OF FLORIDA**



Florida Department of Financial Services

NOTICE - THIS NON-RESIDENT LICENSE IS LIMITED TO THE CLASSES OF INSURANCE REFLECTED ABOVE AND IS FURTHER LIMITED TO ONLY THOSE CLASSES OF INSURANCE FOR WHICH YOU ARE LICENSED IN YOUR HOME STATE.

PLEASE NOTE:

A LICENSEE MAY ONLY TRANSACT INSURANCE WITH AN ACTIVE APPOINTMENT BY AN ELIGIBLE INSURER OR EMPLOYER. IF YOU ARE ACTING AS A SURPLUS LINES AGENT, PUBLIC ADJUSTER, OR REINSURANCE INTERMEDIARY MANAGER/BROKER, YOU SHOULD HAVE AN APPOINTMENT RECORDED IN YOUR OWN NAME ON FILE WITH THE DEPARTMENT. IF YOU ARE UNSURE OF YOUR LICENSE STATUS YOU SHOULD CONTACT THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES IMMEDIATELY. THIS LICENSE WILL EXPIRE IF MORE THAN 48 MONTHS ELAPSE WITHOUT AN APPOINTMENT FOR EACH CLASS OF INSURANCE LISTED. IF SUCH EXPIRATION OCCURS, THE INDIVIDUAL WILL BE REQUIRED TO RE-QUALIFY AS A FIRST-TIME APPLICANT. IF THIS LICENSE WAS OBTAINED BY PASSING A LICENSURE EXAMINATION OFFERED BY THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES, THE LICENSEE IS REQUIRED TO COMPLY WITH CONTINUING EDUCATION REQUIREMENTS CONTAINED IN 626.2815 OR 648.385, FLORIDA STATUTES. A LICENSEE MAY TRACK THEIR CONTINUING EDUCATION REQUIREMENTS COMPLETED OR NEEDED IN THEIR MYPROFILE ACCOUNT AT [HTTPS://DICE.FLDFS.COM](https://dice.fldfs.com). TO VALIDATE THE ACCURACY OF THIS LICENSE YOU MAY REVIEW THE INDIVIDUAL LICENSE RECORD UNDER "LICENSEE SEARCH" ON THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES WEBSITE AT WWW.MYFLORIDACFO.COM/DIVISION/AGENTS.



**CHIEF FINANCIAL OFFICER
STATE OF FLORIDA**





The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)

County of Leon)

In Re: 0058663
Jacquin Perr'on Gilchrist
The Gilchrist Law Firm, P.A.
2525 Ponce de Leon Blvd Ste 300
Coral Gables, FL 33134-6044

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **October 2, 2008**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 22nd day of **May, 2025**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-346743



ITT TECHNICAL INSTITUTE

Certifies that

DOLORES E. ARCE

has successfully completed the prescribed program of

PROJECT MANAGEMENT AND ADMINISTRATION

and, based on the recommendation of the faculty, is awarded this

BACHELOR OF SCIENCE DEGREE

Given at Ft. Lauderdale, Florida, this 7th day of December, 2015.

Maria Arce
Dean



Edna Arce
Director



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)
County of Leon)

In Re: 1038469
Christian Granados
The Gilchrist Law Firm, P.A.
2525 Ponce De Leon Blvd Ste 300
Coral Gables, FL 33134-6044

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **September 19, 2022**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 20th day of **May, 2025**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-346374



The Gilchrist Law Firm hereby affirms that, upon award and execution of a contract, we will promptly sign and have this document notarized as required. We understand the importance of this certification and are fully prepared to comply with all documentation and verification procedures necessary to fulfill the contractual obligations.

PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, The Gilchrist Law Firm, P.A., warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent 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 respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By _____
(Signature)

Date _____

By _____
Corporate Officer Name & Title

STATE OF _____

COUNTY OF _____

Sworn to/affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

Contractor Name: The Gilchrist Law Firm, P.A.

Solicitation Number: 25-SQ-142KW

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES

Name of Entity/Contractor: The Gilchrist Law Firm, P.A. ("Nongovernmental Entity")

This form has been completed by a duly authorized officer or representative of the Nongovernmental Entity in conjunction with the execution, renewal, or extension of a contract with County of Volusia, a governmental entity and political subdivision of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(13), Florida Statutes, (2024).

The Nongovernmental Entity acknowledges that Section 787.06(13), Florida Statutes, provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. For purposes of this requirement, "labor" means work of economic or financial value and "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term, "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby providing this affidavit under penalties of perjury that you do not use **coercion to employ any person for labor or services**. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

This signed attestation is provided to the Governmental Entity to comply with the statutory requirement. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the Governmental Entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Jacquin Gilchrist, Esq. Title: The President & CEO

Signature:  Date: 8/28/2025

REFERENCES

Agency #1	U.S. Army Corps of Engineers (USACE)
Address	2488 E. 81st Street
City, State, ZIP	Tulsa, OK 74137-4290
Contact Person	Shaun Lenz
E-mail	shaun.r.lenz@usace.army.mil Phone: (918) 669-7412
Date(s) of Service	4/26/2019 - 4/30/2021
Type of Service	<p>Title Services- GLF served as the prime contractor for the U.S. Army Corps of Engineers (USACE), providing real estate law, transitional advisory, and closing services for this federal acquisition nationwide. Of significance is that GLF was successfully awarded this unrestricted IDIQ contract, which includes a five-year contract amount of \$4.5M. Considering that this contract is a national IDIQ contract vehicle, all components of the USACE Agency can utilize this vehicle to support real estate acquisitions nationwide. Since beginning this contract in 2021, GLF has successfully negotiated real estate acquisitions to expand several federal installations in California, Hawaii, Oklahoma, Massachusetts, and Washington. We have successfully drafted numerous security instruments, such as loan documents and subordination agreements, and reviewed letters of credit. These federal acquisitions involve tax equity investors and sometimes require 1031 exchanges. However, each transition requires GLF to submit a 1099 to the IRS, review W9s, and advise the Agency on the tax implications of each transaction. Considering that these acquisitions require lending, the USACE requires title insurance, and our firm has been a leader in curing numerous complex title curative issues. For example, in California, GLF was able to “cure” a title defect that saved the Agency from pursuing a condemnation action. As required by the Performance Work Statement, GLF must complete closing within 30 days of acceptance of the closing instruction. However, the average closing timeline is 14 days after receiving the closing instructions. Each of these transactions requires a closing opinion, and GLF has 100% successfully drafted our closing opinions to be approved by the Office of General Counsel for the Agency. In addition, GLF provided full escrow and disbursement services, including the opening of escrow and disbursement of payment, including tax provisions, recording of documents, and appropriate closing services and recording services.</p>
Comments:	
Agency #2	United States Department of Agriculture
Address	84843 W. Monroe Street
City, State, ZIP	Jacksonville, FL 32202
Contact Person	Ramesh Buch
E-mail	buch@nflt.org Phone: 904-557-7983
Date(s) of Service	Since 2017
Type of Service	<p>The GLF's comprehensive administrative support extended to remote services, where our dedicated and experienced paralegals played a pivotal role in delivering essential legal assistance to diverse teams. Our remote paralegal services covered a broad spectrum of critical legal duties, collaborating seamlessly across management, attorney, investigative, case, and litigation teams. These remote paralegals adeptly established and maintained files, diligently tracked crucial case information, and actively supported investigations, pre-indictment resolutions, and all phases of litigation, including discovery processes. Their invaluable contribution encompassed the meticulous preparation of legal documents, correspondence, and related materials, along with a rigorous review of written work products, ensuring accuracy and adherence to legal standards.</p> <p>Furthermore, our core services also comprised administrative support geared towards preparing certified administrative records. Leveraging a talented team, including paralegals, legal clerks, and general clerks, we ensured the seamless operation of essential functional objectives. Our expertise resonated in complex transactions with USDA OGC, specifically in conservation easement programs funded by USDA, leading to our nomination as the SBA Prime Contractor of the Year. Handling security instruments, subordination agreements, tax legal analysis (including 1031 exchanges for landowners), managing outstanding liens, securing payoffs, and providing critical legal advice to</p>

	landowners with generational ownership were among the key remote services we offered. Bridging communication gaps and clarifying intricate legal terms like mortgages and liens was pivotal in ensuring landowners comprehended each transaction's implications. Our adeptness in explaining the unique consequences of diverse real estate title statutes across states and the nuances of security instruments underscored our proficiency in delivering top-notch legal services remotely. Moreover, our team successfully prepared certified administrative records for the U.S. Federal Court, conducted extensive legal research, and expertly crafted and reviewed legal documents, briefings, and memorandum, showcasing specialized experience in applying laws and regulations to complex legal scenarios. The nature and scope of our extensive experience in remote paralegal services resonate strongly with the requirements stipulated by the EOUSA. Our work involves a parallel emphasis on comprehensive administrative support and the delivery of remote legal assistance, mirroring the demands outlined in the EOUSA requirements. The remote paralegal services we've provided entail a multifaceted approach, ranging from assisting various legal teams with case management, investigations, and litigation phases, including discovery, to diligently preparing and reviewing a diverse array of legal documents. Our expertise in handling complex transactions, managing critical legal processes remotely, and ensuring compliance with intricate legal nuances aligns closely with the meticulous demands expected by the EOUSA. Through our seamless integration of remote paralegal support and administrative services, we demonstrate an inherent capability to meet and exceed the specifications outlined by the EOUSA.
Comments:	Properties have consisted of timberland
Agency #3	City of St Augustine
Address	P O Box 210
City, State, ZIP	St Augustine, FL 32085
Contact Person	Isabelle Lopez
E-mail	ilopez@citystaug.com Phone: 904-825-1052
Date(s) of Service	Since 2015
Type of Service	Appraisals for acquisition, for litigation including attending order of takings and trial, consultation regarding proposed construction projects to minimize impact on nearby properties.
Comments:	The properties have included vacant commercial sites, a proposed hotel site (litigation), single family residences where acquisitions of fee simple estate, perpetual and construction easements were required for the construction of floodwalls to help reduce flooding in the City.



THE
GILCHRIST LAW FIRM
P.A.

Jacquin P. Gilchrist,
Esq. President
jpg@gilchristlaw.com
T: 786.408.6815
F: 305.356.5739



Submittal Letter

August 28, 2025

Kathy Williams, Procurement Manager
123 W. Indiana Avenue, Room 302
DeLand, FL 32720
kwilliams@volusia.org

Dear: Ms. Williams

The Gilchrist Law Firm (GLF) is pleased to submit this Statement of Qualifications in response to the County of Volusia's Request for Statement of Qualifications (RSQ) for Real Estate Title Services. We are eager to bring our expertise in real estate law and title services to support the County's continued growth and responsible property stewardship.

GLF is a Florida-based real estate and title firm with a strong record of delivering high-quality, compliant, and timely services to public sector clients. Our team brings the depth of experience, technical knowledge, and professional resources required to support the County's goals under this contract. GLF is currently engaged in a successful multi-service contract with Volusia County, Florida, providing title and appraisal services, where we have consistently demonstrated efficiency, responsiveness, and attention to detail in fulfilling task assignments. In addition to this work, GLF has delivered professional real estate and title services to several municipalities throughout the State of Florida, further showcasing our ability to meet the diverse needs of local governments. This ongoing performance underscores our ability to work seamlessly with county and municipal agencies under similar contractual frameworks, adapting quickly to task orders while upholding the highest professional standards.

We understand the County's process and requirements, including that services will be authorized only through written task assignments. GLF is well-prepared to respond promptly and effectively to such assignments, delivering clear, accurate, and cost-effective work within established timelines. With our proven expertise, commitment to excellence, and demonstrated success serving county governments, GLF is confident in our ability to be a valuable partner to the County throughout the duration of this contract. Thank you for considering our submission. We look forward to the opportunity to contribute our skills and experience in support of the County's mission.

We appreciate your consideration of our qualifications and look forward to the opportunity to partner with Volusia County on future appraisal and title services. We appreciate the opportunity to submit our capabilities and can provide additional information or clarification as needed. Thank you for considering GLF.

Respectfully,

Jacquin P. Gilchrist, Esq.

FIRM PROFILE AND STATEMENT

Experienced Legal Services Provider in the State of Florida

GLF is fully equipped to provide professional title services to Volusia County. As a Florida-based real estate and title firm, GLF offers the expertise, resources, and technology necessary to deliver accurate, timely, and compliant title services in support of the County’s needs. Our team has extensive experience conducting title searches, examinations, and certifications for both public and private sector clients, ensuring that property interests are clearly identified and documented in accordance with state and local requirements.

GLF is currently performing successfully on a multi-service contract with Volusia County, providing title and appraisal services, which demonstrates our proven ability to operate within the County’s processes and deliver work that meets expectations for quality and reliability. With a strong track record of serving multiple municipalities across Florida, GLF understands the complexities of public sector real estate transactions and is well-positioned to continue supporting Volusia County with the highest standard of professional title services.

GLF provides legal services throughout the State of Florida, offering expert counsel in administrative law, municipal law, real estate transactions, and regulatory compliance. *With a deep understanding of Florida’s legal framework, the firm represents clients in complex litigation, government proceedings, and property disputes. Our attorneys have extensive experience navigating state and local regulations, ensuring compliance with Florida statutes, and advocating on behalf of clients before administrative boards, regulatory agencies, and courts.*

GLF is a trusted legal service provider with an established presence throughout the State of Florida. Our firm proudly serves clients and government entities in Avon Park, High Springs, Volusia County, Coral Gables, Gainesville, and Alachua County, delivering a full range of Real Estate Legal Services, Title Services. With offices and partnerships across these jurisdictions, GLF combines statewide reach with local insight, ensuring that our services are accessible, responsive, and tailored to the unique needs of the communities we serve.

• REAL ESTATE SERVICES

- Real Estate Title Searches
- Real Estate Closing Services
- Area Wide Market Analysis Services
- Boundary Surveying
- Yellow Book Appraisal Service
- Market Studies
- Commercial Surveying Services

LEGAL SUPPORT SERVICES

- Magistrate Services
- Paralegal & Legal Assistant Services
- Legal Research Services
- Litigation Services

- Employment Law Training
- Foreclosure Support Services

OFFICE ADMINISTRATIVE SERVICES

- Legal Office Management
- Staffing Management
- Business Management
- Executive Office Management
- Provides Escrow and Disbursement



Gilchrist Law Firm – Business Overview and Legal Qualifications

A. Brief History of Business

GLF was founded in 2015 by Jacquin Gilchrist, Esq., a licensed Florida attorney and veteran with extensive experience in legal, regulatory, and investigative services. Since its inception, GLF has served a wide range of clients in both the public and private sectors, with a particular focus on administrative law, real estate, land use, housing development, public sector litigation, and legal oversight of valuation and appraisal-related matters. The firm has represented municipalities, state agencies, nonprofits, and private clients throughout Florida.

B. Organizational Structure of the Business

GLF operates as a professional association (P.A.) under Florida law. The firm maintains a team of attorneys, paralegals, legal researchers, and administrative support staff. As needed, the firm partners with licensed professionals such as appraisers, consultants, and subject matter experts to deliver complete and compliant legal services to its clients.

C. Legal Entity Designation and Documentation

Gilchrist Law Firm is a Professional Association (P.A.), which is a corporate entity formed pursuant to Chapter 621 of the Florida Statutes. Documentation from the Florida Department of State confirming this designation is attached as **Exhibit A**. GLF is a Florida-based entity and is registered and authorized to conduct business in the State of Florida.

D. Florida Sunbiz Report

The firm's Sunbiz record is available on the official Florida Department of State website (www.sunbiz.org) under the registered name Gilchrist Law Firm, P.A. A current copy of the Sunbiz report is attached as **Exhibit B**.

E. Ownership Interests

Jacquin Gilchrist, Esq. is the sole owner and managing attorney of the Gilchrist Law Firm, P.A. Mr. Gilchrist is responsible for all executive, legal, and strategic operations of the firm.

F. Active Business Venues

GLF is actively conducting business throughout the State of Florida, including but not limited to Miami-Dade, Broward, Palm Beach, Hillsborough, and Leon Counties. The firm has also worked with federal agencies and conducted legal work on matters with implications outside Florida.

G. Present Status and Projected Direction of Business

GLF is in good standing and currently performs legal services for multiple governmental and nonprofit entities. The firm continues to expand its practice areas, particularly in administrative law, court reporting, real estate and housing development, and legal oversight of public sector projects. The firm intends to grow its federal contracting portfolio and increase its role in providing compliance, investigatory, and litigation support services.

H. Lawsuits and Contract Performance

GLF has not been involved in any lawsuits related to its contracts or business conduct within the past five (5) years. Furthermore, the firm has not failed to complete any work in accordance with contractual obligations during that period. No officer or partner of GLF has defaulted on a contract in his or her professional capacity in the last five years.

PROJECT APPROACH

GLF's approach is centered on timeliness, precision, and communication. Our team understands that Volusia County requires dependable title and closing services to move projects forward without delay. To achieve this, we structure our work around three principles:

1. **Fast Turnaround** – We provide all requested deliverables within the County's required timeframe, with internal checks to ensure no step is delayed.
2. **Clear Communication** – From the start of each request, our project lead serves as the County's point of contact, ensuring questions are answered quickly and progress is transparent.
3. **Quality and Accuracy** – All reports, title work, and closing packages are reviewed by senior staff before submission to guarantee accuracy, compliance, and clarity.

Our process begins with an initial team review of each request on the first business day. Roles are assigned based on expertise, and internal deadlines are set for each stage—research, drafting, review, and delivery. Progress is monitored through project management tools and weekly internal check-ins. This structured workflow ensures that every deliverable is completed on time, on budget, and at the highest quality standard.

Closing Services Process

GLF provides a **structured, step-by-step closing process** that ensures accuracy, compliance, and convenience for all parties involved. Our approach integrates both in-person and remote options so that homeowners, lenders, and the County can choose the format that best suits their needs.

Step 1 – Title Preparation and Pre-Closing Work

- **Ownership Verification:** Research all ownership and parcel information to confirm legal descriptions, identify encumbrances, and ensure accuracy of records
- **Encumbrance Resolution:** Work with lenders to secure partial releases of mortgages or obtain a Joinder and Consent or Subordination when easements are acquired
- **Settlement Statement Preparation:** Draft a detailed HUD-1 (or equivalent) Settlement Statement showing all costs, credits, and distributions in compliance with federal, state, and County requirements
- **Closing Package Assembly:** Collect and prepare all necessary documents, including deeds, affidavits, releases, and lender documentation. Copies of all related instruments are included with title commitments and policies

Step 2 – Scheduling and Coordination

- **Initial Contact:** Within two (2) business days of receiving the purchase agreement and County funds, GLF contacts the homeowner and related parties to begin scheduling
- **Flexibility:** Appointments are set at times and locations convenient for the homeowner, with the County kept informed at every stage

- **County Liaison:** Our project lead provides ongoing updates to County staff regarding scheduling progress and anticipated closing dates

Step 3 – Conducting the Closing

- **In-Person Closings:** A licensed closing agent will meet at the property owner's home, the County office, or another agreed location. All documents are presented, reviewed, and signed in person, with the closing agent available to answer questions and guide participants through the process
- **Remote Closings (E-Closing):** For convenience, GLF offers secure remote notarization using approved electronic signing platforms. This allows homeowners and lenders to execute documents without travel while maintaining full legal compliance under Florida law.
- **Funds Handling:** Disbursements are handled securely, and all funds are reconciled against the HUD-1 Settlement Statement to ensure accuracy before completion of the transaction

Step 4 – Post-Closing and Final Deliverables

- **Recording:** Immediately after execution, GLF submits all documents to the appropriate recording office to ensure legal transfer and protect the County's interest
- **Final Policy Delivery:** Within fifteen (15) business days of settlement, the County receives the final title insurance policy along with certified copies of all recorded instruments
- **Archiving and Reporting:** A complete file, both electronic and hard copy, is prepared for the County's records. GLF provides confirmation of recording along with a final closing summary for transparency

Timeframes for All Services

- **Property Information (PI) / Ownership & Encumbrance Reports:** within 10 business days of request.
- **Research & Abstracts (parcel history, chain of title, variances, lot combinations):** delivered within 10 business days unless otherwise specified.
- **Title Insurance Commitments and Updated:** within 10 business days of request or receipt of contract.
- **Closing Services:** scheduled within 20 business days of executed purchase agreement and receipt of funds, with gap searches performed immediately as necessary
- **Final Policies & Recorded Instruments:** issued and delivered within 15 business days of settlement and closing.

These timeframes align directly with the County's scope and ensure that no stage of the process delays project completion.

Quality of Performance on Previous Contracts

GLF has established a consistent record of delivering high-quality services ahead of schedule and within budget. Over the past year:

- **No Deadlines Missed:** GLF has not missed a single required deadline.
- **Early Deliveries:** Many deliverables have been submitted ahead of schedule, providing our clients with added flexibility.
- **On Budget:** Every contract has been completed within agreed cost parameters.
- **Recognized Strengths:** Clients regularly commend GLF for transparent and proactive communication, our ability to explain complex title issues in clear terms, and our persistence in resolving challenges.
- **Adaptability:** Whether conducting traditional in-person closings or remote e-closings, GLF has demonstrated the ability to adjust seamlessly to client needs.

This track record reflects our core values of reliability, professionalism, and problem-solving, which we will bring to our work with Volusia County.

Request For Statement of Qualifications #25-SQ-142KW Title: CDBG-DR Real Estate Title Services

9.18. Work or Scope of Work

The services required by the Contract Documents including all labor, materials, equipment and service incidental thereto, provided or to be provided by the Contractor to fulfill the Contractor’s obligation.

11. Pricing Proposal

REAL ESTATE TITLE SERVICES

Line Item	Description	Unit of Measure
1	Cancellation Rate	Flat Rate
2	Title Search Rage	Flat Rate
3	Lien Search Rate	Flat Rate
4	Recertify & Update Rate	Flat Rate
5	Recertify & Update Commitment in accordance with State Statutes	Flat Rate
6	O&E Rate	Flat Rate
7	Reissue Rate	Flat Rate
8	Settlement Fee	Flat Rate
9	Loan Estimate and Closing Disclosure Preparation and Insurance	Flat Rate
10	Closing Document Preparation	Flat Rate
11	Title Insurance and Endorsements	Flat Rate
12	E-Filing Fee	Flat Rate
13	Document Storage Fee	Flat Rate

—

25

Unit Cost	
\$	175.00
\$	1,582.10
\$	281.42
\$	1,300.68
\$	1,300.68
\$	331.42
\$	281.42
\$	350.00
\$	562.84
\$	1,125.68
TBD	
\$	281.42
\$	281.42

Certificate Of Completion

Envelope Id: 99C15AD8-E6F6-4786-BC38-64305584DD42
Subject: County of Volusia, CONTRACT 25-SQ-142KW, CDBG-DR Real Estate Title Services
Source Envelope:
Document Pages: 110
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Kathy Williams
119 W. Indiana Ave.
DeLand, FL 32720
kwilliams@volusia.org
IP Address: 74.191.71.218

Record Tracking

Status: Original
10/9/2025 11:16:17 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Kathy Williams
kwilliams@volusia.org
Pool: StateLocal
Pool: County of Volusia

Location: DocuSign
Location: Docusign

Signer Events

Jennifer Ditslear for Pamela Wilsky
jditslear@volusia.org
Activity Project Manager
Volusia County Purchasing Division
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

9A6B078F041C439...
Signature Adoption: Pre-selected Style
Using IP Address: 74.191.71.218

Timestamp

Sent: 10/9/2025 3:06:26 PM
Viewed: 10/9/2025 3:07:00 PM
Signed: 10/9/2025 3:07:11 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jacquie Gilchrist
jpg@jpgilchristlaw.com
President
Security Level: Email, Account Authentication (None)

DocuSigned by:

8178764808584EE...
Signature Adoption: Pre-selected Style
Using IP Address:
2600:1700:5eba:a000:d92:9af5:5003:c37d

Sent: 10/9/2025 3:07:14 PM
Viewed: 10/9/2025 3:13:53 PM
Signed: 10/9/2025 3:14:20 PM

Electronic Record and Signature Disclosure:

Accepted: 10/9/2025 3:13:53 PM
ID: 9d546186-c22f-4b0f-b096-a090b2b28546

Marylina Gilchrist
mbg@jpgilchristlaw.com
Vice President
Security Level: Email, Account Authentication (None)

Signed by:

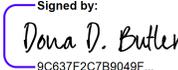
A49A078BF2FD474...
Signature Adoption: Pre-selected Style
Using IP Address:
2600:1700:5eba:a000:b0aa:5d6e:776a:600a

Sent: 10/9/2025 3:14:22 PM
Viewed: 10/9/2025 4:03:14 PM
Signed: 10/9/2025 4:04:08 PM

Electronic Record and Signature Disclosure:

Accepted: 10/9/2025 4:03:14 PM
ID: b33fc3f9-05d1-4422-af40-70dff709ce40

Dona D. Butler
ddbutter@volusia.org
Director
Security Level: Email, Account Authentication (None)

Signed by:

9C637F2C7B9049F...
Signature Adoption: Pre-selected Style
Using IP Address: 108.89.1.166
Signed using mobile

Sent: 10/9/2025 4:04:10 PM
Viewed: 10/10/2025 7:32:48 PM
Signed: 10/10/2025 7:32:55 PM

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
 Accepted: 10/10/2025 7:32:48 PM
 ID: 1c042ccd-d169-4595-8458-0630c28d88c2

George Recktenwald
 grecktenwald@volusia.org
 County Manager
 County of Volusia
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 2265F6E1E09043E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 74.191.71.4
 Signed using mobile

Sent: 10/10/2025 7:32:58 PM
 Resent: 10/15/2025 8:32:31 AM
 Viewed: 10/15/2025 11:18:23 AM
 Signed: 10/15/2025 11:19:07 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Dana Rhymes-Jones
 drhymes@volusia.org
 Executive Assistant
 County of Volusia
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 CE48049307934D4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 74.191.71.218

Sent: 10/15/2025 11:19:10 AM
 Viewed: 10/15/2025 11:24:04 AM
 Signed: 10/15/2025 11:24:13 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Jennifer Ditslear for Pamela Wilsky
 jditslear@volusia.org
 Activity Project Manager
 Volusia County Purchasing Division
 Security Level: Email, Account Authentication (None), Logged in
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

VIEWED
 Using IP Address: 74.191.71.218

Sent: 10/9/2025 11:43:12 AM
 Viewed: 10/9/2025 3:04:24 PM
 Completed: 10/9/2025 3:06:26 PM

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sarah Nolan
 snolan@volusia.org
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 10/15/2025 11:24:16 AM
 Viewed: 10/16/2025 8:34:47 AM

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	10/9/2025 11:43:12 AM
Envelope Updated	Security Checked	10/9/2025 12:03:59 PM
Certified Delivered	Security Checked	10/15/2025 11:24:04 AM

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/15/2025 11:24:13 AM
Completed	Security Checked	10/15/2025 11:24:16 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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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:

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To contact us by email send messages to: cbarber@volusia.org

To contact us by paper mail, please send correspondence to:

County of Volusia
119 W. Indiana Ave.
c/o Christine Barber
DeLand, FL 32720

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