

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

=====

Meeting Date: February 06, 2007	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department:

Submitted By: Engineering and Public Works

Submitted For: Right-of-Way Acquisition Section

=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Approve: Nine Appraiser Agreements with the appraisal firms listed on Page 3.

Summary: This action approves agreements with nine firms to provide appraisal services to Palm Beach County for right-of-way acquisition purposes.

District: Countywide (PFK)

Background and Justification: The current Appraiser Agreements with the approved firms that provide appraisals for right-of-way acquisition ~~expired~~ on January 10, 2007.

Staff has reviewed the information supplied by the firms indicating a preference to be included on the County's Approved Appraisers List for 2007. After a careful review of the documentation received combined with past performance history information, staff recommends agreements be entered into with the nine firms as listed on Page 3.

The representatives of the nine firms have signed the agreements.

Attachments:

1. Appraiser Agreements (27)

=====

Recommended by: <u><i>DJ Young for Onelio A. Fernandez</i></u>	<u><i>1-4-07</i></u>
Division Director	Date

Approved by: <u><i>Ang T. Webb</i></u>	<u><i>1/8/07</i></u>
County Engineer	Date

KAT

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Cost	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-

NET FISCAL IMPACT

ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes ☐ No ☐
 Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 1-10-07
 OFMB
 1-10-07
 01/10/07
 1-10-07

[Signature] 1/30/07
 Contract Dev. and Control
 1/30/07 the Standard Agreement
 Forms utilized comply
 with our review requirements.
 At the time of COCs
 review, many of the
 contracts had insurance
 certificate issues, which
 Engineering & Public
 Works is in the
 process of obtaining.

B. Legal Sufficiency:

Paul F. [Signature] 11/30/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

LIST OF APPRAISAL FIRMS:

AMES APPRAISAL SERVICES

ANDERSON & CARR, INC.

APPRAISAL & ACQUISITION CONSULTANTS, INC.

CALLAWAY & PRICE, INC.

M. R. FORD & ASSOCIATES, INC.

S. F. HOLDEN, INC.

JENKINS APPRAISAL SERVICES, INC.

R E ANALYSTS, INC..

THE SPIVEY GROUP, INC.

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF AMES APPRAISAL SERVICES

THIS AGREEMENT is by and between the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, herein after referred to as "COUNTY", and the appraisal firm of Ames Appraisal Services, herein after referred to as "APPRAISER".

In consideration of the mutual promises contained herein, the COUNTY and the APPRAISER agree as follows:

ARTICLE 1 - SERVICES

The APPRAISER responsibility under this Agreement is to provide professional services in the area of real estate appraisal. Services of the APPRAISER shall be under the general direction of the Right-of-Way Acquisition Section, Roadway Production Division, Department of Engineering and Public Works, telephone 561-684-4190, who shall act as the COUNTY'S representative during the performance of this Agreement. When the Department requires appraisal services, it will solicit a written proposal with a price quote from each APPRAISER with whom the COUNTY has an Appraiser Agreement. The project will be awarded to the appraiser with the highest ranking based on the evaluation of criteria as indicated in PPM NO. EWO-006. The APPRAISER understands that the County Attorney's Office has sole discretion to determine the extent to which the APPRAISER shall be engaged to perform further services with respect to property which is the subject matter of an eminent domain suit after parcels are sent to the County Attorney's Office for eminent domain proceedings.

ARTICLE 2 - KEY PERSONNEL

The COUNTY hereby approves Ames Appraisal Services, for the services described above. (He/She) will assume primary responsibility on behalf of the appraisal firm for the management of the appraisal services. Any changes or substitutions of key personnel listed in this article must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said changes or substitutions can become effective.

ARTICLE 3 - PAYMENT

Invoices received from the APPRAISER pursuant to this Agreement will be reviewed and approved by the COUNTY'S representative, indicating that the services have been rendered in conformity with the Agreement, and then sent to the Finance Department for payment. The COUNTY will use its best efforts to pay invoices thirty days (30) following the COUNTY representative's approval.

ARTICLE 4 - AMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the appraisal services, including alterations, reductions therein or additions thereto. Upon receipt by the APPRAISER of the COUNTY'S notification of a contemplated change, the APPRAISER shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall

affect the ability to meet the completion dates or schedules of the this Agreement. If the COUNTY so instructs in writing, the APPRAISER shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an authorization and the APPRAISER shall not commence work on any such change until such written authorization has been issued and signed by each of the parties.

The COUNTY shall have no obligation to make any payment to or on behalf of the APPRAISER and the APPRAISER shall have no obligation to continue performance or incur costs beyond such agreed amount, or an amended amount, without the prior written consent of the COUNTY.

ARTICLE 5 - TERM OF AGREEMENT

The term of this Agreement is one (1) year, from February 6, 2007 through February 7, 2008, with an option to renew for one (1) year.

Obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated on an annual basis for this purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 6 - TERMINATION

This Agreement and/or any authorization issued hereunder, may be terminated by the COUNTY upon written notice to the APPRAISER and said termination shall become effective upon receipt of said notice. The Agreement may be terminated by the APPRAISER upon sixty (60) days written notice to the COUNTY.

Upon termination by either party, the APPRAISER shall transfer all work in progress, completed work and other materials related to the work to the COUNTY. Unless the APPRAISER is in default, the APPRAISER shall be paid for services actually rendered to the date of termination.

The COUNTY shall have the right, at any time during the term of this Agreement and subsequent renewals, to remove the APPRAISER from the Palm Beach County Approved Appraiser List for failure to respond to an invitation to bid or for failure to return a completed Fee Proposal by the required due date on three or more occasions.

Acceptable forms of response to an invitation to bid will be by U.S. mail, facsimile transmission or hand delivery to COUNTY'S Right of Way Acquisition Section. Any of the acceptable forms of response must be received by the Right-of-Way Acquisition Section on or before the appointment date and time as stated in the invitation to bid letter. Acceptable forms of return of the Fee Proposal, when the APPRAISER is not interested in bidding the job, will be by U.S. mail, facsimile transmission or hand delivery.

ARTICLE 7 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The APPRAISER shall provide periodic status reports on items including, but not limited to, appraisals in process, updates in process or corrections in process, either oral or in writing, as may from time to time be requested by the COUNTY representative.

The APPRAISER shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by the APPRAISER for the COUNTY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the APPRAISER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a

lawful order. All drawings, maps, sketches, reports and other data developed, or purchased, under this Agreement or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

ARTICLE 8 - INDEMNIFICATION

The APPRAISER shall protect, defend reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, cost, damages, or causes of action of every kind or character, including attorneys fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the APPRAISER, his/her agents, servants, or employees in the performance of services under this Agreement.

ARTICLE 9 - PERSONNEL SERVICES

The APPRAISER represents that he/she has, or will secure at his/her own expense, all necessary personnel required to timely perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All services required hereunder shall be performed by the APPRAISER or under his/her supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The APPRAISER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards.

ARTICLE 10 - TRUTH IN NEGOTIATIONS CERTIFICATE

Signature of this Agreement by the APPRAISER shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the APPRAISER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates, hours expended, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within one (1) year following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The APPRAISER further represents that no person having any interest shall be employed for said performance.

The APPRAISER shall promptly notify the County Attorney's Office in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the APPRAISER'S professional judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that the APPRAISER may undertake and request an opinion of the County Attorney's Office as to whether the association, interest or circumstance would, in the opinion of the County Attorney's Office, constitute a conflict of interest if entered into by the APPRAISER. The County Attorney's Office agrees to notify the APPRAISER of its opinion by certified mail within 30 days of receipt of notification by the APPRAISER. If, in the opinion of the County Attorney's Office, the prospective business association, interest or circumstance would not constitute a conflict of interest by the APPRAISER, the County Attorney's Office shall so state in the notification and the APPRAISER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the APPRAISER under the terms of this Agreement.

The APPRAISER'S failure to comply with the provisions of this article shall constitute a material breach of this Agreement and may result in immediate termination by the COUNTY of this Agreement upon written notice.

ARTICLE 12 - INDEPENDENT CONTRACTORS

The APPRAISER is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the APPRAISER'S sole direction, supervision, and control. The APPRAISER shall exercise control over the means and manner in which he/she and his/her employees perform the work, and in all respects the APPRAISER'S relationship and the relationships of his/her employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The APPRAISER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 13 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the APPRAISER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the APPRAISER shall assign, sublet, or convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the APPRAISER.

ARTICLE 15 - CONTINGENT FEES

The APPRAISER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the APPRAISER to solicit or secure this Agreement and that he/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 APPRAISER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16 - ACCESS AND AUDITS

The APPRAISER shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the APPRAISER'S place of business.

ARTICLE 17 - NONDISCRIMINATION

The APPRAISER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, martial status, or sexual orientation.

ARTICLE 18 - AUTHORITY TO PRACTICE

The APPRAISER hereby represents and warrants that it has and will continue to maintain all licenses, certificates and approvals required to conduct its business. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 19 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 20 - NOTICES

All notices required in this Agreement shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

L. Morton Rose, P.E., Manager
Right-of-Way Acquisition Section
Roadway Production Division
Department of Engineering and Public Works
Post Office Box 21229
West Palm Beach, Florida 33416-1229

and if sent to the appraisal firm, shall be mailed to:

Name of Firm: Ames Appraisal Services
Name of Person: RONALD AMES
Address: 5700 Lake Worth Road, Ste. 305
Lake Worth, FL 33463

ARTICLE 21 - PURCHASING ORDINANCE & M/WBE ORDINANCE

The procurement and performance of appraisal services shall be in accordance with the PPM NO. EWO-006, including future updates, and applicable portions of the latest Purchasing Ordinance and Small Business and Minority/Women Business Enterprises (SB/M/WBE) Ordinance.

ARTICLE 22 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The APPRAISER is encouraged to seek additional small business, and minority and women business enterprises certified by Palm Beach County for participation in subcontracting opportunities. Appropriate points are awarded in the selection process for the percentage of such participation. If the APPRAISER uses any subcontractors on any project the following provisions of the Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the APPRAISER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The APPRAISER understands that each small business / minority and/or women owned enterprise utilized on this Agreement must be certified by Palm Beach County in order to be counted as SB/M/WBE participation.

The APPRAISER will only be permitted to replace a certified SB/M/WBE subcontractor who is unwilling to perform. Such substitutions must be done with another certified SB/M/WBE Subcontractor. Requests for such substitution must be submitted to the County representative.

The APPRAISER understands that he/she is prohibited from making any agreements with the SB/M/WBE in which the SB/M/WBE promises not to provide subcontractor quotations to other bidders or potential bidders.

The APPRAISER agrees to maintain all relevant records and information necessary to document SB/M/WBE utilization, if any, and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

The APPRAISER shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverages and limits (including endorsements) as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by APPRAISER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by APPRAISER under the AGREEMENT.

Commercial General Liability: APPRAISER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Business Automobile Liability: APPRAISER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event APPRAISER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing APPRAISER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Worker's Compensation Insurance & Employers Liability: APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440.

Professional Liability: APPRAISER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) of deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of APPRAISER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, APPRAISER warrants the Retroactive Date equals or preceded the effective date of this AGREEMENT. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this agreement, APPRAISER shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the APPRAISER of the obligation to provide replacement coverage.

Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly state and confirm that coverage required by the Agreement has been endorsed to include Palm Beach County Engineering, Right of Way Acquisition, as an Additional Insured.

Waiver of Subrogation: APPRAISER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then APPRAISER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy specifically prohibit prohibiting such an endorsement, or voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

Certificate of Insurance: Immediately following notification of the award of this AGREEMENT, APPRAISER shall deliver to the COUNTY'S representative, the Certificate (s) of Insurance evidencing that all types and amounts if insurance coverages required by this AGREEMENT have been obtained and are in full force and effect. Such Certificate (s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

Umbrella or Excess Liability: If necessary, APPRAISER may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's ability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the APPRAISER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the APPRAISER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 26 - REVIEW

The parties agree that each has had time to fully review this Agreement prior to executing same, and fully understand and agree to the terms herein.

ARTICLE 27 - SUSPENSION AND REMOVAL

Appraiser/Appraisal Evaluation forms will be completed in accordance with Palm Beach County PPM No. EWO-006. A score of 59 or below shall result in the APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failure on the part of the APPRAISER to respond to COUNTY'S request for proposal on three (3) of more occasions shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failures on the part of the APPRAISER to keep required insurance coverage current and provide the COUNTY'S representative with the corresponding Certificate of Insurance for each renewal period shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the person listed in Article 2 as key personnel has hereunto set his/her hand on behalf of the APPRAISER.

ATTEST: SHARON R. BOCK,
Clerk and Comptroller


PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Chair (Vice-Chair)

WITNESS:

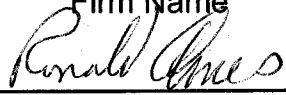
APPRAISER:



Signature
Robb Smith

Name (Type or Print)

AMES APPRAISAL SERVICES

Firm Name


Signature
RONALD AMES


Name (Type or Print)
PRES.

Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By _____
County Attorney


By _____
for Ofelia A. Fernandez

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF ANDERSON & CARR, INC.

THIS AGREEMENT is by and between the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, herein after referred to as "COUNTY", and the appraisal firm of Anderson & Carr, Inc., herein after referred to as "APPRAISER".

In consideration of the mutual promises contained herein, the COUNTY and the APPRAISER agree as follows:

ARTICLE 1 - SERVICES

The APPRAISER responsibility under this Agreement is to provide professional services in the area of real estate appraisal. Services of the APPRAISER shall be under the general direction of the Right-of-Way Acquisition Section, Roadway Production Division, Department of Engineering and Public Works, telephone 561-684-4190, who shall act as the COUNTY'S representative during the performance of this Agreement. When the Department requires appraisal services, it will solicit a written proposal with a price quote from each APPRAISER with whom the COUNTY has an Appraiser Agreement. The project will be awarded to the appraiser with the highest ranking based on the evaluation of criteria as indicated in PPM NO. EWO-006. The APPRAISER understands that the County Attorney's Office has sole discretion to determine the extent to which the APPRAISER shall be engaged to perform further services with respect to property which is the subject matter of an eminent domain suit after parcels are sent to the County Attorney's Office for eminent domain proceedings.

ARTICLE 2 - KEY PERSONNEL

The COUNTY hereby approves Anderson & Carr, Inc., for the services described above. (He/She) will assume primary responsibility on behalf of the appraisal firm for the management of the appraisal services. Any changes or substitutions of key personnel listed in this article must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said changes or substitutions can become effective.

ARTICLE 3 - PAYMENT

Invoices received from the APPRAISER pursuant to this Agreement will be reviewed and approved by the COUNTY'S representative, indicating that the services have been rendered in conformity with the Agreement, and then sent to the Finance Department for payment. The COUNTY will use its best efforts to pay invoices thirty days (30) following the COUNTY representative's approval.

ARTICLE 4 - AMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the appraisal services, including alterations, reductions therein or additions thereto. Upon receipt by the APPRAISER of the COUNTY'S notification of a contemplated change, the APPRAISER shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall

affect the ability to meet the completion dates or schedules of the this Agreement. If the COUNTY so instructs in writing, the APPRAISER shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an authorization and the APPRAISER shall not commence work on any such change until such written authorization has been issued and signed by each of the parties.

The COUNTY shall have no obligation to make any payment to or on behalf of the APPRAISER and the APPRAISER shall have no obligation to continue performance or incur costs beyond such agreed amount, or an amended amount, without the prior written consent of the COUNTY.

ARTICLE 5 - TERM OF AGREEMENT

The term of this Agreement is one (1) year, from February 6, 2007 through February 7, 2008, with an option to renew for one (1) year.

Obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated on an annual basis for this purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 6 - TERMINATION

This Agreement and/or any authorization issued hereunder, may be terminated by the COUNTY upon written notice to the APPRAISER and said termination shall become effective upon receipt of said notice. The Agreement may be terminated by the APPRAISER upon sixty (60) days written notice to the COUNTY.

Upon termination by either party, the APPRAISER shall transfer all work in progress, completed work and other materials related to the work to the COUNTY. Unless the APPRAISER is in default, the APPRAISER shall be paid for services actually rendered to the date of termination.

The COUNTY shall have the right, at any time during the term of this Agreement and subsequent renewals, to remove the APPRAISER from the Palm Beach County Approved Appraiser List for failure to respond to an invitation to bid or for failure to return a completed Fee Proposal by the required due date on three or more occasions.

Acceptable forms of response to an invitation to bid will be by U.S. mail, facsimile transmission or hand delivery to COUNTY'S Right of Way Acquisition Section. Any of the acceptable forms of response must be received by the Right-of-Way Acquisition Section on or before the appointment date and time as stated in the invitation to bid letter. Acceptable forms of return of the Fee Proposal, when the APPRAISER is not interested in bidding the job, will be by U.S. mail, facsimile transmission or hand delivery.

ARTICLE 7 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The APPRAISER shall provide periodic status reports on items including, but not limited to, appraisals in process, updates in process or corrections in process, either oral or in writing, as may from time to time be requested by the COUNTY representative.

The APPRAISER shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by the APPRAISER for the COUNTY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the APPRAISER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a

lawful order. All drawings, maps, sketches, reports and other data developed, or purchased, under this Agreement or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

ARTICLE 8 - INDEMNIFICATION

The APPRAISER shall protect, defend reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, cost, damages, or causes of action of every kind or character, including attorneys fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the APPRAISER, his/her agents, servants, or employees in the performance of services under this Agreement.

ARTICLE 9 - PERSONNEL SERVICES

The APPRAISER represents that he/she has, or will secure at his/her own expense, all necessary personnel required to timely perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All services required hereunder shall be performed by the APPRAISER or under his/her supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The APPRAISER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards.

ARTICLE 10 - TRUTH IN NEGOTIATIONS CERTIFICATE

Signature of this Agreement by the APPRAISER shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the APPRAISER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates, hours expended, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within one (1) year following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The APPRAISER further represents that no person having any interest shall be employed for said performance.

The APPRAISER shall promptly notify the County Attorney's Office in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the APPRAISER'S professional judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that the APPRAISER may undertake and request an opinion of the County Attorney's Office as to whether the association, interest or circumstance would, in the opinion of the County Attorney's Office, constitute a conflict of interest if entered into by the APPRAISER. The County Attorney's Office agrees to notify the APPRAISER of its opinion by certified mail within 30 days of receipt of notification by the APPRAISER. If, in the opinion of the County Attorney's Office, the prospective business association, interest or circumstance would not constitute a conflict of interest by the APPRAISER, the County Attorney's Office shall so state in the notification and the APPRAISER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the APPRAISER under the terms of this Agreement.

The APPRAISER'S failure to comply with the provisions of this article shall constitute a material breach of this Agreement and may result in immediate termination by the COUNTY of this Agreement upon written notice.

ARTICLE 12 - INDEPENDENT CONTRACTORS

The APPRAISER is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the APPRAISER'S sole direction, supervision, and control. The APPRAISER shall exercise control over the means and manner in which he/she and his/her employees perform the work, and in all respects the APPRAISER'S relationship and the relationships of his/her employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The APPRAISER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 13 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the APPRAISER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the APPRAISER shall assign, sublet, or convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the APPRAISER.

ARTICLE 15 - CONTINGENT FEES

The APPRAISER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the APPRAISER to solicit or secure this Agreement and that he/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 APPRAISER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16 - ACCESS AND AUDITS

The APPRAISER shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the APPRAISER'S place of business.

ARTICLE 17 - NONDISCRIMINATION

The APPRAISER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 18 - AUTHORITY TO PRACTICE

The APPRAISER hereby represents and warrants that it has and will continue to maintain all licenses, certificates and approvals required to conduct its business. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 19 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 20 - NOTICES

All notices required in this Agreement shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

L. Morton Rose, P.E., Manager
Right-of-Way Acquisition Section
Roadway Production Division
Department of Engineering and Public Works
Post Office Box 21229
West Palm Beach, Florida 33416-1229

and if sent to the appraisal firm, shall be mailed to:

Name of Firm: Anderson & Carr, Inc.
Name of Person: Frank J. Cardo
Address: 521 South Olive Avenue
West Palm Beach, FL 33401

ARTICLE 21 - PURCHASING ORDINANCE & M/WBE ORDINANCE

The procurement and performance of appraisal services shall be in accordance with the PPM NO. EWO-006, including future updates, and applicable portions of the latest Purchasing Ordinance and Small Business and Minority/Women Business Enterprises (SB/M/WBE) Ordinance.

ARTICLE 22 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The APPRAISER is encouraged to seek additional small business, and minority and women business enterprises certified by Palm Beach County for participation in subcontracting opportunities. Appropriate points are awarded in the selection process for the percentage of such participation. If the APPRAISER uses any subcontractors on any project the following provisions of the Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the APPRAISER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The APPRAISER understands that each small business / minority and/or women owned enterprise utilized on this Agreement must be certified by Palm Beach County in order to be counted as SB/M/WBE participation.

The APPRAISER will only be permitted to replace a certified SB/M/WBE subcontractor who is unwilling to perform. Such substitutions must be done with another certified SB/M/WBE Subcontractor. Requests for such substitution must be submitted to the County representative.

The APPRAISER understands that he/she is prohibited from making any agreements with the SB/M/WBE in which the SB/M/WBE promises not to provide subcontractor quotations to other bidders or potential bidders.

The APPRAISER agrees to maintain all relevant records and information necessary to document SB/M/WBE utilization, if any, and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

The APPRAISER shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverages and limits (including endorsements) as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by APPRAISER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by APPRAISER under the AGREEMENT.

Commercial General Liability: APPRAISER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Business Automobile Liability: APPRAISER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event APPRAISER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing APPRAISER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Worker's Compensation Insurance & Employers Liability: APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440.

Professional Liability: APPRAISER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) of deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of APPRAISER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, APPRAISER warrants the Retroactive Date equals or preceded the effective date of this AGREEMENT. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this agreement, APPRAISER shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the APPRAISER of the obligation to provide replacement coverage.

Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly state and confirm that coverage required by the Agreement has been endorsed to include Palm Beach County Engineering, Right of Way Acquisition, as an Additional Insured.

Waiver of Subrogation: APPRAISER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then APPRAISER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy specifically prohibit prohibiting such an endorsement, or voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

Certificate of Insurance: Immediately following notification of the award of this AGREEMENT, APPRAISER shall deliver to the COUNTY'S representative, the Certificate (s) of Insurance evidencing that all types and amounts if insurance coverages required by this AGREEMENT have been obtained and are in full force and effect. Such Certificate (s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

Umbrella or Excess Liability: If necessary, APPRAISER may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's ability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the APPRAISER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the APPRAISER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 26 - REVIEW

The parties agree that each has had time to fully review this Agreement prior to executing same, and fully understand and agree to the terms herein.

ARTICLE 27 - SUSPENSION AND REMOVAL

Appraiser/Appraisal Evaluation forms will be completed in accordance with Palm Beach County PPM No. EWO-006. A score of 59 or below shall result in the APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failure on the part of the APPRAISER to respond to COUNTY'S request for proposal on three (3) or more occasions shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failures on the part of the APPRAISER to keep required insurance coverage current and provide the COUNTY'S representative with the corresponding Certificate of Insurance for each renewal period shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the person listed in Article 2 as key personnel has hereunto set his/her hand on behalf of the APPRAISER.

ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Chair (Vice-Chair)

WITNESS:

APPRAISER:

Christine Preece
Signature

ANDERSON & CARR, INC.
Firm Name

Christine Preece
Name (Type or Print)

Frank J. Carr
Signature

FRANK J. CARR
Name (Type or Print)

Vice President
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By _____
County Attorney

By DJ Young
for Omelio A. Fernandez

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF APPRAISAL & ACQUISITION CONSULTANTS, INC.

THIS AGREEMENT is by and between the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, herein after referred to as "COUNTY", and the appraisal firm of Appraisal & Acquisition Consultants, Inc., herein after referred to as "APPRAISER".

In consideration of the mutual promises contained herein, the COUNTY and the APPRAISER agree as follows:

ARTICLE 1 - SERVICES

The APPRAISER responsibility under this Agreement is to provide professional services in the area of real estate appraisal. Services of the APPRAISER shall be under the general direction of the Right-of-Way Acquisition Section, Roadway Production Division, Department of Engineering and Public Works, telephone 561-684-4190, who shall act as the COUNTY'S representative during the performance of this Agreement. When the Department requires appraisal services, it will solicit a written proposal with a price quote from each APPRAISER with whom the COUNTY has an Appraiser Agreement. The project will be awarded to the appraiser with the highest ranking based on the evaluation of criteria as indicated in PPM NO. EWO-006. The APPRAISER understands that the County Attorney's Office has sole discretion to determine the extent to which the APPRAISER shall be engaged to perform further services with respect to property which is the subject matter of an eminent domain suit after parcels are sent to the County Attorney's Office for eminent domain proceedings.

ARTICLE 2 - KEY PERSONNEL

The COUNTY hereby approves Appraisal & Acquisition Consultants, Inc., for the services described above. (He/She) will assume primary responsibility on behalf of the appraisal firm for the management of the appraisal services. Any changes or substitutions of key personnel listed in this article must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said changes or substitutions can become effective.

ARTICLE 3 - PAYMENT

Invoices received from the APPRAISER pursuant to this Agreement will be reviewed and approved by the COUNTY'S representative, indicating that the services have been rendered in conformity with the Agreement, and then sent to the Finance Department for payment. The COUNTY will use its best efforts to pay invoices thirty days (30) following the COUNTY representative's approval.

ARTICLE 4 - AMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the appraisal services, including alterations, reductions therein or additions thereto. Upon receipt by the APPRAISER of the COUNTY'S notification of a contemplated change, the APPRAISER shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall

affect the ability to meet the completion dates or schedules of the this Agreement.

If the COUNTY so instructs in writing, the APPRAISER shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an authorization and the APPRAISER shall not commence work on any such change until such written authorization has been issued and signed by each of the parties.

The COUNTY shall have no obligation to make any payment to or on behalf of the APPRAISER and the APPRAISER shall have no obligation to continue performance or incur costs beyond such agreed amount, or an amended amount, without the prior written consent of the COUNTY.

ARTICLE 5 - TERM OF AGREEMENT

The term of this Agreement is one (1) year, from February 6, 2007 through February 7, 2008, with an option to renew for one (1) year.

Obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated on an annual basis for this purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 6 - TERMINATION

This Agreement and/or any authorization issued hereunder, may be terminated by the COUNTY upon written notice to the APPRAISER and said termination shall become effective upon receipt of said notice. The Agreement may be terminated by the APPRAISER upon sixty (60) days written notice to the COUNTY.

Upon termination by either party, the APPRAISER shall transfer all work in progress, completed work and other materials related to the work to the COUNTY. Unless the APPRAISER is in default, the APPRAISER shall be paid for services actually rendered to the date of termination.

The COUNTY shall have the right, at any time during the term of this Agreement and subsequent renewals, to remove the APPRAISER from the Palm Beach County Approved Appraiser List for failure to respond to an invitation to bid or for failure to return a completed Fee Proposal by the required due date on three or more occasions.

Acceptable forms of response to an invitation to bid will be by U.S. mail, facsimile transmission or hand delivery to COUNTY'S Right of Way Acquisition Section. Any of the acceptable forms of response must be received by the Right-of-Way Acquisition Section on or before the appointment date and time as stated in the invitation to bid letter. Acceptable forms of return of the Fee Proposal, when the APPRAISER is not interested in bidding the job, will be by U.S. mail, facsimile transmission or hand delivery.

ARTICLE 7 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The APPRAISER shall provide periodic status reports on items including, but not limited to, appraisals in process, updates in process or corrections in process, either oral or in writing, as may from time to time be requested by the COUNTY representative.

The APPRAISER shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by the APPRAISER for the COUNTY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the APPRAISER and will not be disclosed to any other party,

directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, reports and other data developed, or purchased, under this Agreement or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

ARTICLE 8 - INDEMNIFICATION

The APPRAISER shall protect, defend reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, cost, damages, or causes of action of every kind or character, including attorneys fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the APPRAISER, his/her agents, servants, or employees in the performance of services under this Agreement.

ARTICLE 9 - PERSONNEL SERVICES

The APPRAISER represents that he/she has, or will secure at his/her own expense, all necessary personnel required to timely perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All services required hereunder shall be performed by the APPRAISER or under his/her supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The APPRAISER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards.

ARTICLE 10 - TRUTH IN NEGOTIATIONS CERTIFICATE

Signature of this Agreement by the APPRAISER shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the APPRAISER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates, hours expended, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within one (1) year following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The APPRAISER further represents that no person having any interest shall be employed for said performance.

The APPRAISER shall promptly notify the County Attorney's Office in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the APPRAISER'S professional judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that the APPRAISER may undertake and request an opinion of the County Attorney's Office as to whether the association, interest or circumstance would, in the opinion of the County Attorney's Office, constitute a conflict of interest if entered into by the APPRAISER. The County Attorney's Office agrees to notify the APPRAISER of its opinion by certified mail within 30 days of receipt of notification by the APPRAISER. If, in the opinion of the County Attorney's Office, the prospective business association, interest or circumstance would not constitute a conflict of interest by the APPRAISER, the County Attorney's Office shall so state in the notification and the APPRAISER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the APPRAISER under the terms of this Agreement.

The APPRAISER'S failure to comply with the provisions of this article shall constitute a material breach of this Agreement and may result in immediate termination by the COUNTY of this Agreement upon written notice.

ARTICLE 12 - INDEPENDENT CONTRACTORS

The APPRAISER is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the APPRAISER'S sole direction, supervision, and control. The APPRAISER shall exercise control over the means and manner in which he/she and his/her employees perform the work, and in all respects the APPRAISER'S relationship and the relationships of his/her employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The APPRAISER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 13 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the APPRAISER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the APPRAISER shall assign, sublet, or convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the APPRAISER.

ARTICLE 15 - CONTINGENT FEES

The APPRAISER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the APPRAISER to solicit or secure this Agreement and that he/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 APPRAISER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16 - ACCESS AND AUDITS

The APPRAISER shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the APPRAISER'S place of business.

ARTICLE 17 - NONDISCRIMINATION

The APPRAISER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 18 - AUTHORITY TO PRACTICE

The APPRAISER hereby represents and warrants that it has and will continue to maintain all licenses, certificates and approvals required to conduct its business. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 19 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 20 - NOTICES

All notices required in this Agreement shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

L. Morton Rose, P.E., Manager
Right-of-Way Acquisition Section
Roadway Production Division
Department of Engineering and Public Works
Post Office Box 21229
West Palm Beach, Florida 33416-1229

and if sent to the appraisal firm, shall be mailed to:

Name of Firm: Appraisal & Acquisition Consultants, Inc.
Name of Person: John R. Underwood, Jr.
Address: 3040 South Military Trail, Ste. B
Lake Worth, FL 33463

ARTICLE 21 - PURCHASING ORDINANCE & M/WBE ORDINANCE

The procurement and performance of appraisal services shall be in accordance with the PPM NO. EWO-006, including future updates, and applicable portions of the latest Purchasing Ordinance and Small Business and Minority/Women Business Enterprises (SB/M/WBE) Ordinance.

ARTICLE 22 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The APPRAISER is encouraged to seek additional small business, and minority and women business enterprises certified by Palm Beach County for participation in subcontracting opportunities. Appropriate points are awarded in the selection process for the percentage of such participation. If the APPRAISER uses any subcontractors on any project the following provisions of the Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the APPRAISER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The APPRAISER understands that each small business / minority and/or women owned enterprise utilized on this Agreement must be certified by Palm Beach County in order to be counted as SB/M/WBE participation.

The APPRAISER will only be permitted to replace a certified SB/M/WBE subcontractor who is unwilling to perform. Such substitutions must be done with another certified SB/M/WBE Subcontractor. Requests for such substitution must be submitted to the County representative.

The APPRAISER understands that he/she is prohibited from making any agreements with the SB/M/WBE in which the SB/M/WBE promises not to provide subcontractor quotations to other bidders or potential bidders.

The APPRAISER agrees to maintain all relevant records and information necessary to document SB/M/WBE utilization, if any, and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

The APPRAISER shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverages and limits (including endorsements) as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by APPRAISER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by APPRAISER under the AGREEMENT.

Commercial General Liability: APPRAISER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Business Automobile Liability: APPRAISER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event APPRAISER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing APPRAISER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Worker's Compensation Insurance & Employers Liability: APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440.

Professional Liability: APPRAISER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) of deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of APPRAISER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, APPRAISER warrants the Retroactive Date equals or preceded the effective date of this AGREEMENT. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this agreement, APPRAISER shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the APPRAISER of the obligation to provide replacement coverage.

Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly state and confirm that coverage required by the Agreement has been endorsed to include Palm Beach County Engineering, Right of Way Acquisition, as an Additional Insured.

Waiver of Subrogation: APPRAISER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then APPRAISER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy specifically prohibit prohibiting such an endorsement, or voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

Certificate of Insurance: Immediately following notification of the award of this AGREEMENT, APPRAISER shall deliver to the COUNTY'S representative, the Certificate (s) of Insurance evidencing that all types and amounts if insurance coverages required by this AGREEMENT have been obtained and are in full force and effect. Such Certificate (s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

Umbrella or Excess Liability: If necessary, APPRAISER may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's ability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the APPRAISER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the APPRAISER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 26 - REVIEW

The parties agree that each has had time to fully review this Agreement prior to executing same, and fully understand and agree to the terms herein.

ARTICLE 27 - SUSPENSION AND REMOVAL

Appraiser/Appraisal Evaluation forms will be completed in accordance with Palm Beach County PPM No. EWO-006. A score of 59 or below shall result in the APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failure on the part of the APPRAISER to respond to COUNTY'S request for proposal on three (3) or more occasions shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failures on the part of the APPRAISER to keep required insurance coverage current and provide the COUNTY'S representative with the corresponding Certificate of Insurance for each renewal period shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the person listed in Article 2 as key personnel has hereunto set his/her hand on behalf of the APPRAISER.

ATTEST: SHARON R. BOCK,
Clerk and Comptroller

By _____
Deputy Clerk

WITNESS:



Signature

Deborah L. Mihalick

Name (Type or Print)

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Chair (Vice-Chair)

APPRAISER:

Appraisal & Acquisition Consultants, Inc.

Firm Name



Signature

John R. Underwood, Jr.

Name (Type or Print)

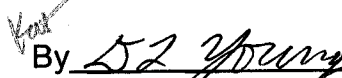
President

Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

For 
By _____
for Omelio A. Fernandez

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF CALLAWAY & PRICE, INC.

THIS AGREEMENT is by and between the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, herein after referred to as "COUNTY", and the appraisal firm of Callaway & Price, Inc., herein after referred to as "APPRAISER".

In consideration of the mutual promises contained herein, the COUNTY and the APPRAISER agree as follows:

ARTICLE 1 - SERVICES

The APPRAISER responsibility under this Agreement is to provide professional services in the area of real estate appraisal. Services of the APPRAISER shall be under the general direction of the Right-of-Way Acquisition Section, Roadway Production Division, Department of Engineering and Public Works, telephone 561-684-4190, who shall act as the COUNTY'S representative during the performance of this Agreement. When the Department requires appraisal services, it will solicit a written proposal with a price quote from each APPRAISER with whom the COUNTY has an Appraiser Agreement. The project will be awarded to the appraiser with the highest ranking based on the evaluation of criteria as indicated in PPM NO. EWO-006. The APPRAISER understands that the County Attorney's Office has sole discretion to determine the extent to which the APPRAISER shall be engaged to perform further services with respect to property which is the subject matter of an eminent domain suit after parcels are sent to the County Attorney's Office for eminent domain proceedings.

ARTICLE 2 - KEY PERSONNEL

The COUNTY hereby approves Callaway & Price, Inc., for the services described above. (He/She) will assume primary responsibility on behalf of the appraisal firm for the management of the appraisal services. Any changes or substitutions of key personnel listed in this article must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said changes or substitutions can become effective.

ARTICLE 3 - PAYMENT

Invoices received from the APPRAISER pursuant to this Agreement will be reviewed and approved by the COUNTY'S representative, indicating that the services have been rendered in conformity with the Agreement, and then sent to the Finance Department for payment. The COUNTY will use its best efforts to pay invoices thirty days (30) following the COUNTY representative's approval.

ARTICLE 4 - AMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the appraisal services, including alterations, reductions therein or additions thereto. Upon receipt by the APPRAISER of the COUNTY'S notification of a contemplated change, the APPRAISER shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall

affect the ability to meet the completion dates or schedules of the this Agreement. If the COUNTY so instructs in writing, the APPRAISER shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an authorization and the APPRAISER shall not commence work on any such change until such written authorization has been issued and signed by each of the parties.

The COUNTY shall have no obligation to make any payment to or on behalf of the APPRAISER and the APPRAISER shall have no obligation to continue performance or incur costs beyond such agreed amount, or an amended amount, without the prior written consent of the COUNTY.

ARTICLE 5 - TERM OF AGREEMENT

The term of this Agreement is one (1) year, from February 6, 2007 through February 7, 2008, with an option to renew for one (1) year.

Obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated on an annual basis for this purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 6 - TERMINATION

This Agreement and/or any authorization issued hereunder, may be terminated by the COUNTY upon written notice to the APPRAISER and said termination shall become effective upon receipt of said notice. The Agreement may be terminated by the APPRAISER upon sixty (60) days written notice to the COUNTY.

Upon termination by either party, the APPRAISER shall transfer all work in progress, completed work and other materials related to the work to the COUNTY. Unless the APPRAISER is in default, the APPRAISER shall be paid for services actually rendered to the date of termination.

The COUNTY shall have the right, at any time during the term of this Agreement and subsequent renewals, to remove the APPRAISER from the Palm Beach County Approved Appraiser List for failure to respond to an invitation to bid or for failure to return a completed Fee Proposal by the required due date on three or more occasions.

Acceptable forms of response to an invitation to bid will be by U.S. mail, facsimile transmission or hand delivery to COUNTY'S Right of Way Acquisition Section. Any of the acceptable forms of response must be received by the Right-of-Way Acquisition Section on or before the appointment date and time as stated in the invitation to bid letter. Acceptable forms of return of the Fee Proposal, when the APPRAISER is not interested in bidding the job, will be by U.S. mail, facsimile transmission or hand delivery.

ARTICLE 7 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The APPRAISER shall provide periodic status reports on items including, but not limited to, appraisals in process, updates in process or corrections in process, either oral or in writing, as may from time to time be requested by the COUNTY representative.

The APPRAISER shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by the APPRAISER for the COUNTY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the APPRAISER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a

lawful order. All drawings, maps, sketches, reports and other data developed, or

purchased, under this Agreement or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

ARTICLE 8 - INDEMNIFICATION

The APPRAISER shall protect, defend reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, cost, damages, or causes of action of every kind or character, including attorneys fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the APPRAISER, his/her agents, servants, or employees in the performance of services under this Agreement.

ARTICLE 9 - PERSONNEL SERVICES

The APPRAISER represents that he/she has, or will secure at his/her own expense, all necessary personnel required to timely perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All services required hereunder shall be performed by the APPRAISER or under his/her supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The APPRAISER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards.

ARTICLE 10 - TRUTH IN NEGOTIATIONS CERTIFICATE

Signature of this Agreement by the APPRAISER shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the APPRAISER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates, hours expended, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within one (1) year following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The APPRAISER further represents that no person having any interest shall be employed for said performance.

The APPRAISER shall promptly notify the County Attorney's Office in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the APPRAISER'S professional judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that the APPRAISER may undertake and request an opinion of the County Attorney's Office as to whether the association, interest or circumstance would, in the opinion of the County Attorney's Office, constitute a conflict of interest if entered into by the APPRAISER. The County Attorney's Office agrees to notify the APPRAISER of its opinion by certified mail within 30 days of receipt of notification by the APPRAISER. If, in the opinion of the County Attorney's Office, the prospective business association, interest or circumstance would not constitute a conflict of interest by the APPRAISER, the County Attorney's Office shall so state in the notification and the APPRAISER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the APPRAISER under the terms of this Agreement.

The APPRAISER'S failure to comply with the provisions of this article shall constitute a material breach of this Agreement and may result in immediate termination by the COUNTY of this Agreement upon written notice.

ARTICLE 12 - INDEPENDENT CONTRACTORS

The APPRAISER is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the APPRAISER'S sole direction, supervision, and control. The APPRAISER shall exercise control over the means and manner in which he/she and his/her employees perform the work, and in all respects the APPRAISER'S relationship and the relationships of his/her employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The APPRAISER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 13 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the APPRAISER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the APPRAISER shall assign, sublet, or convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the APPRAISER.

ARTICLE 15 - CONTINGENT FEES

The APPRAISER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the APPRAISER to solicit or secure this Agreement and that he/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 APPRAISER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16 - ACCESS AND AUDITS

The APPRAISER shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the APPRAISER'S place of business.

ARTICLE 17 - NONDISCRIMINATION

The APPRAISER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, martial status, or sexual orientation.

ARTICLE 18 - AUTHORITY TO PRACTICE

The APPRAISER hereby represents and warrants that it has and will continue to maintain all licenses, certificates and approvals required to conduct its business. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 19 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 20 - NOTICES

All notices required in this Agreement shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

L. Morton Rose, P.E., Manager
Right-of-Way Acquisition Section
Roadway Production Division
Department of Engineering and Public Works
Post Office Box 21229
West Palm Beach, Florida 33416-1229

and if sent to the appraisal firm, shall be mailed to:

Name of Firm: Callaway & Price, Inc.
Name of Person: DAN HRABKO
Address: 1639 Forum Place, Suite 5
West Palm Beach, FL 33401

ARTICLE 21 - PURCHASING ORDINANCE & M/WBE ORDINANCE

The procurement and performance of appraisal services shall be in accordance with the PPM NO. EWO-006, including future updates, and applicable portions of the latest Purchasing Ordinance and Small Business and Minority/Women Business Enterprises (SB/M/WBE) Ordinance.

ARTICLE 22 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The APPRAISER is encouraged to seek additional small business, and minority and women business enterprises certified by Palm Beach County for participation in subcontracting opportunities. Appropriate points are awarded in the selection process for the percentage of such participation. If the APPRAISER uses any subcontractors on any project the following provisions of the Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the APPRAISER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The APPRAISER understands that each small business / minority and/or women owned enterprise utilized on this Agreement must be certified by Palm Beach County in order to be counted as SB/M/WBE participation.

The APPRAISER will only be permitted to replace a certified SB/M/WBE subcontractor who is unwilling to perform. Such substitutions must be done with another certified SB/M/WBE Subcontractor. Requests for such substitution must be submitted to the County representative.

The APPRAISER understands that he/she is prohibited from making any agreements with the SB/M/WBE in which the SB/M/WBE promises not to provide subcontractor quotations to other bidders or potential bidders.

The APPRAISER agrees to maintain all relevant records and information necessary to document SB/M/WBE utilization, if any, and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

The APPRAISER shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverages and limits (including endorsements) as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by APPRAISER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by APPRAISER under the AGREEMENT.

Commercial General Liability: APPRAISER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Business Automobile Liability: APPRAISER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event APPRAISER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing APPRAISER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Worker's Compensation Insurance & Employers Liability: APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440.

Professional Liability: APPRAISER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) of deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of APPRAISER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, APPRAISER warrants the Retroactive Date equals or preceded the effective date of this AGREEMENT. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this agreement, APPRAISER shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the APPRAISER of the obligation to provide replacement coverage.

Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly state and confirm that coverage required by the Agreement has been endorsed to include Palm Beach County Engineering, Right of Way Acquisition, as an Additional Insured.

Waiver of Subrogation: APPRAISER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then APPRAISER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy specifically prohibit prohibiting such an endorsement, or voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

Certificate of Insurance: Immediately following notification of the award of this AGREEMENT, APPRAISER shall deliver to the COUNTY'S representative, the Certificate (s) of Insurance evidencing that all types and amounts if insurance coverages required by this AGREEMENT have been obtained and are in full force and effect. Such Certificate (s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

Umbrella or Excess Liability: If necessary, APPRAISER may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's ability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the APPRAISER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the APPRAISER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 26 - REVIEW

The parties agree that each has had time to fully review this Agreement prior to executing same, and fully understand and agree to the terms herein.

ARTICLE 27 - SUSPENSION AND REMOVAL

Appraiser/Appraisal Evaluation forms will be completed in accordance with Palm Beach County PPM No. EWO-006. A score of 59 or below shall result in the APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failure on the part of the APPRAISER to respond to COUNTY'S request for proposal on three (3) of more occasions shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failures on the part of the APPRAISER to keep required insurance coverage current and provide the COUNTY'S representative with the corresponding Certificate of Insurance for each renewal period shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the person listed in Article 2 as key personnel has hereunto set his/her hand on behalf of the APPRAISER.

ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Chair (Vice-Chair)

WITNESS:

APPRAISER:

Richard K. Pennington
Signature

CALLAWAY & PRICE, INC.
Firm Name

Richard K. Pennington
Name (Type or Print)

[Signature]
Signature

DANIEL P. HEABKO
Name (Type or Print)

VP / TRS
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By _____
County Attorney

By *[Signature]*
for Ometrio A. Fernandez

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF M.R. FORD & ASSOCIATES, INC.

THIS AGREEMENT is by and between the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, herein after referred to as "COUNTY", and the appraisal firm of M.R. Ford & Associates, Inc., herein after referred to as "APPRAISER".

In consideration of the mutual promises contained herein, the COUNTY and the APPRAISER agree as follows:

ARTICLE 1 - SERVICES

The APPRAISER responsibility under this Agreement is to provide professional services in the area of real estate appraisal. Services of the APPRAISER shall be under the general direction of the Right-of-Way Acquisition Section, Roadway Production Division, Department of Engineering and Public Works, telephone 561-684-4190, who shall act as the COUNTY'S representative during the performance of this Agreement. When the Department requires appraisal services, it will solicit a written proposal with a price quote from each APPRAISER with whom the COUNTY has an Appraiser Agreement. The project will be awarded to the appraiser with the highest ranking based on the evaluation of criteria as indicated in PPM NO. EWO-006. The APPRAISER understands that the County Attorney's Office has sole discretion to determine the extent to which the APPRAISER shall be engaged to perform further services with respect to property which is the subject matter of an eminent domain suit after parcels are sent to the County Attorney's Office for eminent domain proceedings.

ARTICLE 2 - KEY PERSONNEL

The COUNTY hereby approves M.R. Ford & Associates, Inc., for the services described above. (He/She) will assume primary responsibility on behalf of the appraisal firm for the management of the appraisal services. Any changes or substitutions of key personnel listed in this article must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said changes or substitutions can become effective.

ARTICLE 3 - PAYMENT

Invoices received from the APPRAISER pursuant to this Agreement will be reviewed and approved by the COUNTY'S representative, indicating that the services have been rendered in conformity with the Agreement, and then sent to the Finance Department for payment. The COUNTY will use its best efforts to pay invoices thirty days (30) following the COUNTY representative's approval.

ARTICLE 4 - AMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the appraisal services, including alterations, reductions therein or additions thereto. Upon receipt by the APPRAISER of the COUNTY'S notification of a contemplated change, the APPRAISER shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall

affect the ability to meet the completion dates or schedules of the this Agreement. If the COUNTY so instructs in writing, the APPRAISER shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an authorization and the APPRAISER shall not commence work on any such change until such written authorization has been issued and signed by each of the parties.

The COUNTY shall have no obligation to make any payment to or on behalf of the APPRAISER and the APPRAISER shall have no obligation to continue performance or incur costs beyond such agreed amount, or an amended amount, without the prior written consent of the COUNTY.

ARTICLE 5 - TERM OF AGREEMENT

The term of this Agreement is one (1) year, from February 6, 2007 through February 7, 2008, with an option to renew for one (1) year.

Obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated on an annual basis for this purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 6 - TERMINATION

This Agreement and/or any authorization issued hereunder, may be terminated by the COUNTY upon written notice to the APPRAISER and said termination shall become effective upon receipt of said notice. The Agreement may be terminated by the APPRAISER upon sixty (60) days written notice to the COUNTY.

Upon termination by either party, the APPRAISER shall transfer all work in progress, completed work and other materials related to the work to the COUNTY. Unless the APPRAISER is in default, the APPRAISER shall be paid for services actually rendered to the date of termination.

The COUNTY shall have the right, at any time during the term of this Agreement and subsequent renewals, to remove the APPRAISER from the Palm Beach County Approved Appraiser List for failure to respond to an invitation to bid or for failure to return a completed Fee Proposal by the required due date on three or more occasions.

Acceptable forms of response to an invitation to bid will be by U.S. mail, facsimile transmission or hand delivery to COUNTY'S Right of Way Acquisition Section. Any of the acceptable forms of response must be received by the Right-of-Way Acquisition Section on or before the appointment date and time as stated in the invitation to bid letter. Acceptable forms of return of the Fee Proposal, when the APPRAISER is not interested in bidding the job, will be by U.S. mail, facsimile transmission or hand delivery.

ARTICLE 7 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The APPRAISER shall provide periodic status reports on items including, but not limited to, appraisals in process, updates in process or corrections in process, either oral or in writing, as may from time to time be requested by the COUNTY representative.

The APPRAISER shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by the APPRAISER for the COUNTY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the APPRAISER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a

lawful order. All drawings, maps, sketches, reports and other data developed, or purchased, under this Agreement or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

ARTICLE 8 - INDEMNIFICATION

The APPRAISER shall protect, defend reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, cost, damages, or causes of action of every kind or character, including attorneys fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the APPRAISER, his/her agents, servants, or employees in the performance of services under this Agreement.

ARTICLE 9 - PERSONNEL SERVICES

The APPRAISER represents that he/she has, or will secure at his/her own expense, all necessary personnel required to timely perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All services required hereunder shall be performed by the APPRAISER or under his/her supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The APPRAISER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards.

ARTICLE 10 - TRUTH IN NEGOTIATIONS CERTIFICATE

Signature of this Agreement by the APPRAISER shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the APPRAISER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates, hours expended, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within one (1) year following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The APPRAISER further represents that no person having any interest shall be employed for said performance.

The APPRAISER shall promptly notify the County Attorney's Office in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the APPRAISER'S professional judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that the APPRAISER may undertake and request an opinion of the County Attorney's Office as to whether the association, interest or circumstance would, in the opinion of the County Attorney's Office, constitute a conflict of interest if entered into by the APPRAISER. The County Attorney's Office agrees to notify the APPRAISER of its opinion by certified mail within 30 days of receipt of notification by the APPRAISER. If, in the opinion of the County Attorney's Office, the prospective business association, interest or circumstance would not constitute a conflict of interest by the APPRAISER, the County Attorney's Office shall so state in the notification and the APPRAISER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the APPRAISER under the terms of this Agreement.

The APPRAISER'S failure to comply with the provisions of this article shall constitute a material breach of this Agreement and may result in immediate termination by the COUNTY of this Agreement upon written notice.

ARTICLE 12 - INDEPENDENT CONTRACTORS

The APPRAISER is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the APPRAISER'S sole direction, supervision, and control. The APPRAISER shall exercise control over the means and manner in which he/she and his/her employees perform the work, and in all respects the APPRAISER'S relationship and the relationships of his/her employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The APPRAISER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 13 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the APPRAISER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the APPRAISER shall assign, sublet, or convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the APPRAISER.

ARTICLE 15 - CONTINGENT FEES

The APPRAISER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the APPRAISER to solicit or secure this Agreement and that he/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 APPRAISER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16 - ACCESS AND AUDITS

The APPRAISER shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the APPRAISER'S place of business.

ARTICLE 17 - NONDISCRIMINATION

The APPRAISER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, martial status, or sexual orientation.

ARTICLE 18 - AUTHORITY TO PRACTICE

The APPRAISER hereby represents and warrants that it has and will continue to maintain all licenses, certificates and approvals required to conduct its business. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 19 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 20 - NOTICES

All notices required in this Agreement shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

L. Morton Rose, P.E., Manager
Right-of-Way Acquisition Section
Roadway Production Division
Department of Engineering and Public Works
Post Office Box 21229
West Palm Beach, Florida 33416-1229

and if sent to the appraisal firm, shall be mailed to:

Name of Firm: M.R. Ford & Associates, Inc.
Name of Person: M. R. Ford
Address: 8259 North Military Trail, Ste. 5
Palm Beach Gardens, FL 33410

ARTICLE 21 - PURCHASING ORDINANCE & M/WBE ORDINANCE

The procurement and performance of appraisal services shall be in accordance with the PPM NO. EWO-006, including future updates, and applicable portions of the latest Purchasing Ordinance and Small Business and Minority/Women Business Enterprises (SB/M/WBE) Ordinance.

ARTICLE 22 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The APPRAISER is encouraged to seek additional small business, and minority and women business enterprises certified by Palm Beach County for participation in subcontracting opportunities. Appropriate points are awarded in the selection process for the percentage of such participation. If the APPRAISER uses any subcontractors on any project the following provisions of the Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the APPRAISER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The APPRAISER understands that each small business / minority and/or women owned enterprise utilized on this Agreement must be certified by Palm Beach County in order to be counted as SB/M/WBE participation.

The APPRAISER will only be permitted to replace a certified SB/M/WBE subcontractor who is unwilling to perform. Such substitutions must be done with another certified SB/M/WBE Subcontractor. Requests for such substitution must be submitted to the County representative.

The APPRAISER understands that he/she is prohibited from making any agreements with the SB/M/WBE in which the SB/M/WBE promises not to provide subcontractor quotations to other bidders or potential bidders.

The APPRAISER agrees to maintain all relevant records and information necessary to document SB/M/WBE utilization, if any, and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

The APPRAISER shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverages and limits (including endorsements) as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by APPRAISER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by APPRAISER under the AGREEMENT.

Commercial General Liability: APPRAISER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Business Automobile Liability: APPRAISER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event APPRAISER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing APPRAISER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Worker's Compensation Insurance & Employers Liability: APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440.

Professional Liability: APPRAISER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) of deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of APPRAISER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, APPRAISER warrants the Retroactive Date equals or preceded the effective date of this AGREEMENT. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this agreement, APPRAISER shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the APPRAISER of the obligation to provide replacement coverage.

Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly state and confirm that coverage required by the Agreement has been endorsed to include Palm Beach County Engineering, Right of Way Acquisition, as an Additional Insured.

Waiver of Subrogation: APPRAISER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then APPRAISER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy specifically prohibit prohibiting such an endorsement, or voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

Certificate of Insurance: Immediately following notification of the award of this AGREEMENT, APPRAISER shall deliver to the COUNTY'S representative, the Certificate (s) of Insurance evidencing that all types and amounts if insurance coverages required by this AGREEMENT have been obtained and are in full force and effect. Such Certificate (s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

Umbrella or Excess Liability: If necessary, APPRAISER may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's ability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the APPRAISER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the APPRAISER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 26 - REVIEW

The parties agree that each has had time to fully review this Agreement prior to executing same, and fully understand and agree to the terms herein.

ARTICLE 27 - SUSPENSION AND REMOVAL

Appraiser/Appraisal Evaluation forms will be completed in accordance with Palm Beach County PPM No. EWO-006. A score of 59 or below shall result in the APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failure on the part of the APPRAISER to respond to COUNTY'S request for proposal on three (3) or more occasions shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failures on the part of the APPRAISER to keep required insurance coverage current and provide the COUNTY'S representative with the corresponding Certificate of Insurance for each renewal period shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the person listed in Article 2 as key personnel has hereunto set his/her hand on behalf of the APPRAISER.

ATTEST: SHARON R. BOCK,
Clerk and Comptroller

By _____
Deputy Clerk

WITNESS:

Bruce M. Schatz
Signature

Bruce M. SCHATZ
Name (Type or Print)

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Chair (Vice-Chair)

APPRAISER:

M.R. FORD & ASSOCIATES, INC.
Firm Name

M.R. Ford
Signature

M.R. Ford
Name (Type or Print)

Pres.
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By D. Z. Young
for Omelio A. Fernandez

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF S.F. HOLDEN, INC.

THIS AGREEMENT is by and between the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, herein after referred to as "COUNTY", and the appraisal firm of S.F. Holden, Inc., herein after referred to as "APPRAISER".

In consideration of the mutual promises contained herein, the COUNTY and the APPRAISER agree as follows:

ARTICLE 1 - SERVICES

The APPRAISER responsibility under this Agreement is to provide professional services in the area of real estate appraisal. Services of the APPRAISER shall be under the general direction of the Right-of-Way Acquisition Section, Roadway Production Division, Department of Engineering and Public Works, telephone 561-684-4190, who shall act as the COUNTY'S representative during the performance of this Agreement. When the Department requires appraisal services, it will solicit a written proposal with a price quote from each APPRAISER with whom the COUNTY has an Appraiser Agreement. The project will be awarded to the appraiser with the highest ranking based on the evaluation of criteria as indicated in PPM NO. EWO-006. The APPRAISER understands that the County Attorney's Office has sole discretion to determine the extent to which the APPRAISER shall be engaged to perform further services with respect to property which is the subject matter of an eminent domain suit after parcels are sent to the County Attorney's Office for eminent domain proceedings.

ARTICLE 2 - KEY PERSONNEL

The COUNTY hereby approves S.F. Holden, Inc., for the services described above. (He/She) will assume primary responsibility on behalf of the appraisal firm for the management of the appraisal services. Any changes or substitutions of key personnel listed in this article must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said changes or substitutions can become effective.

ARTICLE 3 - PAYMENT

Invoices received from the APPRAISER pursuant to this Agreement will be reviewed and approved by the COUNTY'S representative, indicating that the services have been rendered in conformity with the Agreement, and then sent to the Finance Department for payment. The COUNTY will use its best efforts to pay invoices thirty days (30) following the COUNTY representative's approval.

ARTICLE 4 - AMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the appraisal services, including alterations, reductions therein or additions thereto. Upon receipt by the APPRAISER of the COUNTY'S notification of a contemplated change, the APPRAISER shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall affect the ability to meet the completion dates or schedules of the this Agreement.

If the COUNTY so instructs in writing, the APPRAISER shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an authorization and the APPRAISER shall not commence work on any such change until such written authorization has been issued and signed by each of the parties.

The COUNTY shall have no obligation to make any payment to or on behalf of the APPRAISER and the APPRAISER shall have no obligation to continue performance or incur costs beyond such agreed amount, or an amended amount, without the prior written consent of the COUNTY.

ARTICLE 5 - TERM OF AGREEMENT

The term of this Agreement is one (1) year, from February 6, 2007 through February 7, 2008, with an option to renew for one (1) year.

Obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated on an annual basis for this purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 6 - TERMINATION

This Agreement and/or any authorization issued hereunder, may be terminated by the COUNTY upon written notice to the APPRAISER and said termination shall become effective upon receipt of said notice. The Agreement may be terminated by the APPRAISER upon sixty (60) days written notice to the COUNTY.

Upon termination by either party, the APPRAISER shall transfer all work in progress, completed work and other materials related to the work to the COUNTY. Unless the APPRAISER is in default, the APPRAISER shall be paid for services actually rendered to the date of termination.

The COUNTY shall have the right, at any time during the term of this Agreement and subsequent renewals, to remove the APPRAISER from the Palm Beach County Approved Appraiser List for failure to respond to an invitation to bid or for failure to return a completed Fee Proposal by the required due date on three or more occasions.

Acceptable forms of response to an invitation to bid will be by U.S. mail, facsimile transmission or hand delivery to COUNTY'S Right of Way Acquisition Section. Any of the acceptable forms of response must be received by the Right-of-Way Acquisition Section on or before the appointment date and time as stated in the invitation to bid letter. Acceptable forms of return of the Fee Proposal, when the APPRAISER is not interested in bidding the job, will be by U.S. mail, facsimile transmission or hand delivery.

ARTICLE 7 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The APPRAISER shall provide periodic status reports on items including, but not limited to, appraisals in process, updates in process or corrections in process, either oral or in writing, as may from time to time be requested by the COUNTY representative.

The APPRAISER shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by the APPRAISER for the COUNTY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the APPRAISER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, reports and other data developed, or

purchased, under this Agreement or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

ARTICLE 8 - INDEMNIFICATION

The APPRAISER shall protect, defend reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, cost, damages, or causes of action of every kind or character, including attorneys fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the APPRAISER, his/her agents, servants, or employees in the performance of services under this Agreement.

ARTICLE 9 - PERSONNEL SERVICES

The APPRAISER represents that he/she has, or will secure at his/her own expense, all necessary personnel required to timely perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All services required hereunder shall be performed by the APPRAISER or under his/her supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The APPRAISER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards.

ARTICLE 10 - TRUTH IN NEGOTIATIONS CERTIFICATE

Signature of this Agreement by the APPRAISER shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the APPRAISER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates, hours expended, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within one (1) year following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The APPRAISER further represents that no person having any interest shall be employed for said performance.

The APPRAISER shall promptly notify the County Attorney's Office in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the APPRAISER'S professional judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that the APPRAISER may undertake and request an opinion of the County Attorney's Office as to whether the association, interest or circumstance would, in the opinion of the County Attorney's Office, constitute a conflict of interest if entered into by the APPRAISER. The County Attorney's Office agrees to notify the APPRAISER of its opinion by certified mail within 30 days of receipt of notification by the APPRAISER. If, in the opinion of the County Attorney's Office, the prospective business association, interest or circumstance would not constitute a conflict of interest by the APPRAISER, the County Attorney's Office shall so state in the notification and the APPRAISER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the APPRAISER under the terms of this Agreement.

The APPRAISER'S failure to comply with the provisions of this article shall constitute a material breach of this Agreement and may result in immediate termination by the COUNTY of this Agreement upon written notice.

ARTICLE 12 - INDEPENDENT CONTRACTORS

The APPRAISER is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the APPRAISER'S sole direction, supervision, and control. The APPRAISER shall exercise control over the means and manner in which he/she and his/her employees perform the work, and in all respects the APPRAISER'S relationship and the relationships of his/her employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The APPRAISER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 13 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the APPRAISER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the APPRAISER shall assign, sublet, or convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the APPRAISER.

ARTICLE 15 - CONTINGENT FEES

The APPRAISER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the APPRAISER to solicit or secure this Agreement and that he/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 APPRAISER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16 - ACCESS AND AUDITS

The APPRAISER shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the APPRAISER'S place of business.

ARTICLE 17 - NONDISCRIMINATION

The APPRAISER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, martial status, or sexual orientation.

ARTICLE 18 - AUTHORITY TO PRACTICE

The APPRAISER hereby represents and warrants that it has and will continue to maintain all licenses, certificates and approvals required to conduct its business. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 19 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 20 - NOTICES

All notices required in this Agreement shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

L. Morton Rose, P.E., Manager
Right-of-Way Acquisition Section
Roadway Production Division
Department of Engineering and Public Works
Post Office Box 21229
West Palm Beach, Florida 33416-1229

and if sent to the appraisal firm, shall be mailed to:

Name of Firm: S.F. Holden, Inc.
Name of Person: Philip M. Holden
Address: 8259 North Military Trail, Ste. 10
Palm Beach Gardens, FL 33410

ARTICLE 21 - PURCHASING ORDINANCE & M/WBE ORDINANCE

The procurement and performance of appraisal services shall be in accordance with the PPM NO. EWO-006, including future updates, and applicable portions of the latest Purchasing Ordinance and Small Business and Minority/Women Business Enterprises (SB/M/WBE) Ordinance.

ARTICLE 22 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The APPRAISER is encouraged to seek additional small business, and minority and women business enterprises certified by Palm Beach County for participation in subcontracting opportunities. Appropriate points are awarded in the selection process for the percentage of such participation. If the APPRAISER uses any subcontractors on any project the following provisions of the Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the APPRAISER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The APPRAISER understands that each small business / minority and/or women owned enterprise utilized on this Agreement must be certified by Palm Beach County in order to be counted as SB/M/WBE participation.

The APPRAISER will only be permitted to replace a certified SB/M/WBE subcontractor who is unwilling to perform. Such substitutions must be done with another certified SB/M/WBE Subcontractor. Requests for such substitution must be submitted to the County representative.

The APPRAISER understands that he/she is prohibited from making any agreements with the SB/M/WBE in which the SB/M/WBE promises not to provide subcontractor quotations to other bidders or potential bidders.

The APPRAISER agrees to maintain all relevant records and information necessary to document SB/M/WBE utilization, if any, and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

The APPRAISER shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverages and limits (including endorsements) as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by APPRAISER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by APPRAISER under the AGREEMENT.

Commercial General Liability: APPRAISER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Business Automobile Liability: APPRAISER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event APPRAISER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing APPRAISER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Worker's Compensation Insurance & Employers Liability: APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440.

Professional Liability: APPRAISER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) of deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of APPRAISER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, APPRAISER warrants the Retroactive Date equals or preceded the effective date of this AGREEMENT. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this agreement, APPRAISER shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the APPRAISER of the obligation to provide replacement coverage.

Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly state and confirm that coverage required by the Agreement has been endorsed to include Palm Beach County Engineering, Right of Way Acquisition, as an Additional Insured.

Waiver of Subrogation: APPRAISER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then APPRAISER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy specifically prohibit prohibiting such an endorsement, or voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

Certificate of Insurance: Immediately following notification of the award of this AGREEMENT, APPRAISER shall deliver to the COUNTY'S representative, the Certificate (s) of Insurance evidencing that all types and amounts if insurance coverages required by this AGREEMENT have been obtained and are in full force and effect. Such Certificate (s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

Umbrella or Excess Liability: If necessary, APPRAISER may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's ability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the APPRAISER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the APPRAISER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 26 - REVIEW

The parties agree that each has had time to fully review this Agreement prior to executing same, and fully understand and agree to the terms herein.

ARTICLE 27 - SUSPENSION AND REMOVAL

Appraiser/Appraisal Evaluation forms will be completed in accordance with Palm Beach County PPM No. EWO-006. A score of 59 or below shall result in the APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failure on the part of the APPRAISER to respond to COUNTY'S request for proposal on three (3) or more occasions shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

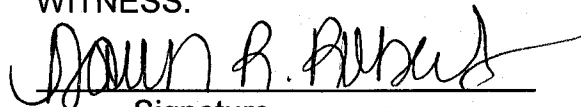
Failures on the part of the APPRAISER to keep required insurance coverage current and provide the COUNTY'S representative with the corresponding Certificate of Insurance for each renewal period shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the person listed in Article 2 as key personnel has hereunto set his/her hand on behalf of the APPRAISER.

ATTEST: SHARON R. BOCK,
Clerk and Comptroller

By _____
Deputy Clerk

WITNESS:


Signature

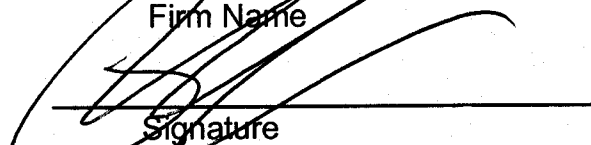
Dawn R. Roberts
Name (Type or Print)

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Chair (Vice-Chair)

APPRAISER:

S.F. HOLDEN, INC.
Firm Name


Signature

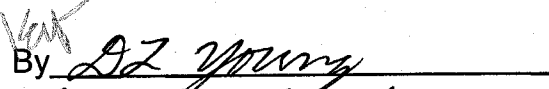
Philip M. Holden, MAI
Name (Type or Print)

President
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS


By Omedio A. Fernandez

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF JENKINS APPRAISAL SERVICES, INC.

THIS AGREEMENT is by and between the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, herein after referred to as "COUNTY", and the appraisal firm of Jenkins Appraisal Services, Inc., herein after referred to as "APPRAISER".

In consideration of the mutual promises contained herein, the COUNTY and the APPRAISER agree as follows:

ARTICLE 1 - SERVICES

The APPRAISER responsibility under this Agreement is to provide professional services in the area of real estate appraisal. Services of the APPRAISER shall be under the general direction of the Right-of-Way Acquisition Section, Roadway Production Division, Department of Engineering and Public Works, telephone 561-684-4190, who shall act as the COUNTY'S representative during the performance of this Agreement. When the Department requires appraisal services, it will solicit a written proposal with a price quote from each APPRAISER with whom the COUNTY has an Appraiser Agreement. The project will be awarded to the appraiser with the highest ranking based on the evaluation of criteria as indicated in PPM NO. EWO-006. The APPRAISER understands that the County Attorney's Office has sole discretion to determine the extent to which the APPRAISER shall be engaged to perform further services with respect to property which is the subject matter of an eminent domain suit after parcels are sent to the County Attorney's Office for eminent domain proceedings.

ARTICLE 2 - KEY PERSONNEL

The COUNTY hereby approves Jenkins Appraisal Services, Inc., for the services described above. (He/She) will assume primary responsibility on behalf of the appraisal firm for the management of the appraisal services. Any changes or substitutions of key personnel listed in this article must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said changes or substitutions can become effective.

ARTICLE 3 - PAYMENT

Invoices received from the APPRAISER pursuant to this Agreement will be reviewed and approved by the COUNTY'S representative, indicating that the services have been rendered in conformity with the Agreement, and then sent to the Finance Department for payment. The COUNTY will use its best efforts to pay invoices thirty days (30) following the COUNTY representative's approval.

ARTICLE 4 - AMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the appraisal services, including alterations, reductions therein or additions thereto. Upon receipt by the APPRAISER of the COUNTY'S notification of a contemplated change, the APPRAISER shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall

affect the ability to meet the completion dates or schedules of the this Agreement.

If the COUNTY so instructs in writing, the APPRAISER shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an authorization and the APPRAISER shall not commence work on any such change until such written authorization has been issued and signed by each of the parties.

The COUNTY shall have no obligation to make any payment to or on behalf of the APPRAISER and the APPRAISER shall have no obligation to continue performance or incur costs beyond such agreed amount, or an amended amount, without the prior written consent of the COUNTY.

ARTICLE 5 - TERM OF AGREEMENT

The term of this Agreement is one (1) year, from February 6, 2007 through February 7, 2008, with an option to renew for one (1) year.

Obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated on an annual basis for this purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 6 - TERMINATION

This Agreement and/or any authorization issued hereunder, may be terminated by the COUNTY upon written notice to the APPRAISER and said termination shall become effective upon receipt of said notice. The Agreement may be terminated by the APPRAISER upon sixty (60) days written notice to the COUNTY.

Upon termination by either party, the APPRAISER shall transfer all work in progress, completed work and other materials related to the work to the COUNTY. Unless the APPRAISER is in default, the APPRAISER shall be paid for services actually rendered to the date of termination.

The COUNTY shall have the right, at any time during the term of this Agreement and subsequent renewals, to remove the APPRAISER from the Palm Beach County Approved Appraiser List for failure to respond to an invitation to bid or for failure to return a completed Fee Proposal by the required due date on three or more occasions.

Acceptable forms of response to an invitation to bid will be by U.S. mail, facsimile transmission or hand delivery to COUNTY'S Right of Way Acquisition Section. Any of the acceptable forms of response must be received by the Right-of-Way Acquisition Section on or before the appointment date and time as stated in the invitation to bid letter. Acceptable forms of return of the Fee Proposal, when the APPRAISER is not interested in bidding the job, will be by U.S. mail, facsimile transmission or hand delivery.

ARTICLE 7 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The APPRAISER shall provide periodic status reports on items including, but not limited to, appraisals in process, updates in process or corrections in process, either oral or in writing, as may from time to time be requested by the COUNTY representative.

The APPRAISER shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by the APPRAISER for the COUNTY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the APPRAISER and will not be disclosed to any other party,

directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, reports and other data developed, or purchased, under this Agreement or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

ARTICLE 8 - INDEMNIFICATION

The APPRAISER shall protect, defend reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, cost, damages, or causes of action of every kind or character, including attorneys fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the APPRAISER, his/her agents, servants, or employees in the performance of services under this Agreement.

ARTICLE 9 - PERSONNEL SERVICES

The APPRAISER represents that he/she has, or will secure at his/her own expense, all necessary personnel required to timely perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All services required hereunder shall be performed by the APPRAISER or under his/her supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The APPRAISER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards.

ARTICLE 10 - TRUTH IN NEGOTIATIONS CERTIFICATE

Signature of this Agreement by the APPRAISER shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the APPRAISER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates, hours expended, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within one (1) year following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The APPRAISER further represents that no person having any interest shall be employed for said performance.

The APPRAISER shall promptly notify the County Attorney's Office in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the APPRAISER'S professional judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that the APPRAISER may undertake and request an opinion of the County Attorney's Office as to whether the association, interest or circumstance would, in the opinion of the County Attorney's Office, constitute a conflict of interest if entered into by the APPRAISER. The County Attorney's Office agrees to notify the APPRAISER of its opinion by certified mail within 30 days of receipt of notification by the APPRAISER. If, in the opinion of the County Attorney's Office, the prospective business association, interest or circumstance would not constitute a conflict of interest by the APPRAISER, the County Attorney's Office shall so state in the notification and the APPRAISER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the APPRAISER under the terms of this Agreement.

The APPRAISER'S failure to comply with the provisions of this article shall constitute a material breach of this Agreement and may result in immediate termination by the COUNTY of this Agreement upon written notice.

ARTICLE 12 - INDEPENDENT CONTRACTORS

The APPRAISER is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the APPRAISER'S sole direction, supervision, and control. The APPRAISER shall exercise control over the means and manner in which he/she and his/her employees perform the work, and in all respects the APPRAISER'S relationship and the relationships of his/her employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The APPRAISER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 13 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the APPRAISER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the APPRAISER shall assign, sublet, or convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the APPRAISER.

ARTICLE 15 - CONTINGENT FEES

The APPRAISER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the APPRAISER to solicit or secure this Agreement and that he/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 APPRAISER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16 - ACCESS AND AUDITS

The APPRAISER shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the APPRAISER'S place of business.

ARTICLE 17 - NONDISCRIMINATION

The APPRAISER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 18 - AUTHORITY TO PRACTICE

The APPRAISER hereby represents and warrants that it has and will continue to maintain all licenses, certificates and approvals required to conduct its business. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 19 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 20 - NOTICES

All notices required in this Agreement shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

L. Morton Rose, P.E., Manager
Right-of-Way Acquisition Section
Roadway Production Division
Department of Engineering and Public Works
Post Office Box 21229
West Palm Beach, Florida 33416-1229

and if sent to the appraisal firm, shall be mailed to:

Name of Firm: Jenkins Appraisal Services, Inc.
Name of Person: Diane Jenkins
Address: 5730 Corporate Way, Ste. 120
West Palm Beach, FL 33407

ARTICLE 21 - PURCHASING ORDINANCE & M/WBE ORDINANCE

The procurement and performance of appraisal services shall be in accordance with the PPM NO. EWO-006, including future updates, and applicable portions of the latest Purchasing Ordinance and Small Business and Minority/Women Business Enterprises (SB/M/WBE) Ordinance.

ARTICLE 22 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The APPRAISER is encouraged to seek additional small business, and minority and women business enterprises certified by Palm Beach County for participation in subcontracting opportunities. Appropriate points are awarded in the selection process for the percentage of such participation. If the APPRAISER uses any subcontractors on any project the following provisions of the Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the APPRAISER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The APPRAISER understands that each small business / minority and/or women owned enterprise utilized on this Agreement must be certified by Palm Beach County in order to be counted as SB/M/WBE participation.

The APPRAISER will only be permitted to replace a certified SB/M/WBE subcontractor who is unwilling to perform. Such substitutions must be done with another certified SB/M/WBE Subcontractor. Requests for such substitution must be submitted to the County representative.

The APPRAISER understands that he/she is prohibited from making any agreements with the SB/M/WBE in which the SB/M/WBE promises not to provide subcontractor quotations to other bidders or potential bidders.

The APPRAISER agrees to maintain all relevant records and information necessary to document SB/M/WBE utilization, if any, and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

The APPRAISER shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverages and limits (including endorsements) as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by APPRAISER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by APPRAISER under the AGREEMENT.

Commercial General Liability: APPRAISER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Business Automobile Liability: APPRAISER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event APPRAISER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing APPRAISER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Worker's Compensation Insurance & Employers Liability: APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440.

Professional Liability: APPRAISER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) of deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of APPRAISER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, APPRAISER warrants the Retroactive Date equals or preceded the effective date of this AGREEMENT. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this agreement, APPRAISER shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the APPRAISER of the obligation to provide replacement coverage.

Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly state and confirm that coverage required by the Agreement has been endorsed to include Palm Beach County Engineering, Right of Way Acquisition, as an Additional Insured.

Waiver of Subrogation: APPRAISER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then APPRAISER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy specifically prohibit prohibiting such an endorsement, or voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

Certificate of Insurance: Immediately following notification of the award of this AGREEMENT, APPRAISER shall deliver to the COUNTY'S representative, the Certificate (s) of Insurance evidencing that all types and amounts if insurance coverages required by this AGREEMENT have been obtained and are in full force and effect. Such Certificate (s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

Umbrella or Excess Liability: If necessary, APPRAISER may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's ability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the APPRAISER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the APPRAISER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 26 - REVIEW

The parties agree that each has had time to fully review this Agreement prior to executing same, and fully understand and agree to the terms herein.

ARTICLE 27 - SUSPENSION AND REMOVAL

Appraiser/Appraisal Evaluation forms will be completed in accordance with Palm Beach County PPM No. EWO-006. A score of 59 or below shall result in the APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failure on the part of the APPRAISER to respond to COUNTY'S request for proposal on three (3) of more occasions shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failures on the part of the APPRAISER to keep required insurance coverage current and provide the COUNTY'S representative with the corresponding Certificate of Insurance for each renewal period shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the person listed in Article 2 as key personnel has hereunto set his/her hand on behalf of the APPRAISER.

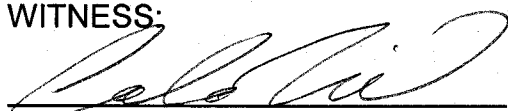
ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Chair (Vice-Chair)

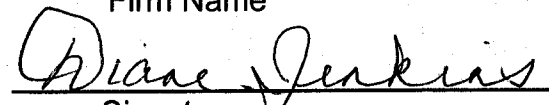
WITNESS:


Signature

CHARLES DIAMOND
Name (Type or Print)

APPRAISER:

JENKINS APPRAISAL SERVICES, INC.
Firm Name


Signature


Diane Jenkins
Name (Type or Print)

President
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By _____
County Attorney


By D. Z. Young
for Dmedlio A. Fernandez

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF ~~REAL ESTATE~~ RE ANALYSTS, INC.

THIS AGREEMENT is by and between the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, herein after referred to as "COUNTY", and the appraisal firm of ~~Real Estate Analysts, Inc.~~, herein after referred to as "APPRAISER".

RE Analysts, Inc.

In consideration of the mutual promises contained herein, the COUNTY and the APPRAISER agree as follows:

ARTICLE 1 - SERVICES

The APPRAISER responsibility under this Agreement is to provide professional services in the area of real estate appraisal. Services of the APPRAISER shall be under the general direction of the Right-of-Way Acquisition Section, Roadway Production Division, Department of Engineering and Public Works, telephone 561-684-4190, who shall act as the COUNTY'S representative during the performance of this Agreement. When the Department requires appraisal services, it will solicit a written proposal with a price quote from each APPRAISER with whom the COUNTY has an Appraiser Agreement. The project will be awarded to the appraiser with the highest ranking based on the evaluation of criteria as indicated in PPM NO. EWO-006. The APPRAISER understands that the County Attorney's Office has sole discretion to determine the extent to which the APPRAISER shall be engaged to perform further services with respect to property which is the subject matter of an eminent domain suit after parcels are sent to the County Attorney's Office for eminent domain proceedings.

ARTICLE 2 - KEY PERSONNEL

The COUNTY hereby approves ~~Real Estate Analysts, Inc.~~ *RE Analysts, Inc.* for the services described above. (He/She) will assume primary responsibility on behalf of the appraisal firm for the management of the appraisal services. Any changes or substitutions of key personnel listed in this article must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said changes or substitutions can become effective.

ARTICLE 3 - PAYMENT

Invoices received from the APPRAISER pursuant to this Agreement will be reviewed and approved by the COUNTY'S representative, indicating that the services have been rendered in conformity with the Agreement, and then sent to the Finance Department for payment. The COUNTY will use its best efforts to pay invoices thirty days (30) following the COUNTY representative's approval.

ARTICLE 4 - AMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the appraisal services, including alterations, reductions therein or additions thereto. Upon receipt by the APPRAISER of the COUNTY'S notification of a contemplated change, the APPRAISER shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall

affect the ability to meet the completion dates or schedules of the this Agreement.

If the COUNTY so instructs in writing, the APPRAISER shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an authorization and the APPRAISER shall not commence work on any such change until such written authorization has been issued and signed by each of the parties.

The COUNTY shall have no obligation to make any payment to or on behalf of the APPRAISER and the APPRAISER shall have no obligation to continue performance or incur costs beyond such agreed amount, or an amended amount, without the prior written consent of the COUNTY.

ARTICLE 5 - TERM OF AGREEMENT

The term of this Agreement is one (1) year, from February 6, 2007 through February 7, 2008, with an option to renew for one (1) year.

Obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated on an annual basis for this purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 6 - TERMINATION

This Agreement and/or any authorization issued hereunder, may be terminated by the COUNTY upon written notice to the APPRAISER and said termination shall become effective upon receipt of said notice. The Agreement may be terminated by the APPRAISER upon sixty (60) days written notice to the COUNTY.

Upon termination by either party, the APPRAISER shall transfer all work in progress, completed work and other materials related to the work to the COUNTY. Unless the APPRAISER is in default, the APPRAISER shall be paid for services actually rendered to the date of termination.

The COUNTY shall have the right, at any time during the term of this Agreement and subsequent renewals, to remove the APPRAISER from the Palm Beach County Approved Appraiser List for failure to respond to an invitation to bid or for failure to return a completed Fee Proposal by the required due date on three or more occasions.

Acceptable forms of response to an invitation to bid will be by U.S. mail, facsimile transmission or hand delivery to COUNTY'S Right of Way Acquisition Section. Any of the acceptable forms of response must be received by the Right-of-Way Acquisition Section on or before the appointment date and time as stated in the invitation to bid letter. Acceptable forms of return of the Fee Proposal, when the APPRAISER is not interested in bidding the job, will be by U.S. mail, facsimile transmission or hand delivery.

ARTICLE 7 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The APPRAISER shall provide periodic status reports on items including, but not limited to, appraisals in process, updates in process or corrections in process, either oral or in writing, as may from time to time be requested by the COUNTY representative.

The APPRAISER shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by the APPRAISER for the COUNTY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the APPRAISER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a

lawful order. All drawings, maps, sketches, reports and other data developed, or

purchased, under this Agreement or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

ARTICLE 8 - INDEMNIFICATION

The APPRAISER shall protect, defend reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, cost, damages, or causes of action of every kind or character, including attorneys fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the APPRAISER, his/her agents, servants, or employees in the performance of services under this Agreement.

ARTICLE 9 - PERSONNEL SERVICES

The APPRAISER represents that he/she has, or will secure at his/her own expense, all necessary personnel required to timely perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All services required hereunder shall be performed by the APPRAISER or under his/her supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The APPRAISER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards.

ARTICLE 10 - TRUTH IN NEGOTIATIONS CERTIFICATE

Signature of this Agreement by the APPRAISER shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the APPRAISER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates, hours expended, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within one (1) year following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The APPRAISER further represents that no person having any interest shall be employed for said performance.

The APPRAISER shall promptly notify the County Attorney's Office in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the APPRAISER'S professional judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that the APPRAISER may undertake and request an opinion of the County Attorney's Office as to whether the association, interest or circumstance would, in the opinion of the County Attorney's Office, constitute a conflict of interest if entered into by the APPRAISER. The County Attorney's Office agrees to notify the APPRAISER of its opinion by certified mail within 30 days of receipt of notification by the APPRAISER. If, in the opinion of the County Attorney's Office, the prospective business association, interest or circumstance would not constitute a conflict of interest by the APPRAISER, the County Attorney's Office shall so state in the notification and the APPRAISER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the APPRAISER under the terms of this Agreement.

The APPRAISER'S failure to comply with the provisions of this article shall constitute a material breach of this Agreement and may result in immediate termination by the COUNTY of this Agreement upon written notice.

ARTICLE 12 - INDEPENDENT CONTRACTORS

The APPRAISER is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the APPRAISER'S sole direction, supervision, and control. The APPRAISER shall exercise control over the means and manner in which he/she and his/her employees perform the work, and in all respects the APPRAISER'S relationship and the relationships of his/her employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The APPRAISER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 13 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the APPRAISER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the APPRAISER shall assign, sublet, or convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the APPRAISER.

ARTICLE 15 - CONTINGENT FEES

The APPRAISER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the APPRAISER to solicit or secure this Agreement and that he/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 APPRAISER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16 - ACCESS AND AUDITS

The APPRAISER shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the APPRAISER'S place of business.

ARTICLE 17 - NONDISCRIMINATION

The APPRAISER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 18 - AUTHORITY TO PRACTICE

The APPRAISER hereby represents and warrants that it has and will continue to maintain all licenses, certificates and approvals required to conduct its business. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 19 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 20 - NOTICES

All notices required in this Agreement shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

L. Morton Rose, P.E., Manager
Right-of-Way Acquisition Section
Roadway Production Division
Department of Engineering and Public Works
Post Office Box 21229
West Palm Beach, Florida 33416-1229

and if sent to the appraisal firm, shall be mailed to:

Name of Firm: ~~Real Estate Analysts, Inc.~~ RE Analysts, Inc.
Name of Person: Christopher Madera
Address: 403 SW 8th Street
Fort Lauderdale, FL 33315-3816

ARTICLE 21 - PURCHASING ORDINANCE & M/WBE ORDINANCE

The procurement and performance of appraisal services shall be in accordance with the PPM NO. EWO-006, including future updates, and applicable portions of the latest Purchasing Ordinance and Small Business and Minority/Women Business Enterprises (SB/M/WBE) Ordinance.

ARTICLE 22 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The APPRAISER is encouraged to seek additional small business, and minority and women business enterprises certified by Palm Beach County for participation in subcontracting opportunities. Appropriate points are awarded in the selection process for the percentage of such participation. If the APPRAISER uses any subcontractors on any project the following provisions of the Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the APPRAISER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The APPRAISER understands that each small business / minority and/or women owned enterprise utilized on this Agreement must be certified by Palm Beach County in order to be counted as SB/M/WBE participation.

The APPRAISER will only be permitted to replace a certified SB/M/WBE subcontractor who is unwilling to perform. Such substitutions must be done with another certified SB/M/WBE Subcontractor. Requests for such substitution must be submitted to the County representative.

The APPRAISER understands that he/she is prohibited from making any agreements with the SB/M/WBE in which the SB/M/WBE promises not to provide subcontractor quotations to other bidders or potential bidders.

The APPRAISER agrees to maintain all relevant records and information necessary to document SB/M/WBE utilization, if any, and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

The APPRAISER shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverages and limits (including endorsements) as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by APPRAISER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by APPRAISER under the AGREEMENT.

Commercial General Liability: APPRAISER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Business Automobile Liability: APPRAISER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event APPRAISER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing APPRAISER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Worker's Compensation Insurance & Employers Liability: APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440.

Professional Liability: APPRAISER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) of deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of APPRAISER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, APPRAISER warrants the Retroactive Date equals or preceded the effective date of this AGREEMENT. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this agreement, APPRAISER shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the APPRAISER of the obligation to provide replacement coverage.

Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly state and confirm that coverage required by the Agreement has been endorsed to include Palm Beach County Engineering, Right of Way Acquisition, as an Additional Insured.

Waiver of Subrogation: APPRAISER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then APPRAISER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy specifically prohibit prohibiting such an endorsement, or voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

Certificate of Insurance: Immediately following notification of the award of this AGREEMENT, APPRAISER shall deliver to the COUNTY'S representative, the Certificate (s) of Insurance evidencing that all types and amounts if insurance coverages required by this AGREEMENT have been obtained and are in full force and effect. Such Certificate (s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

Umbrella or Excess Liability: If necessary, APPRAISER may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's ability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the APPRAISER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the APPRAISER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 26 - REVIEW

The parties agree that each has had time to fully review this Agreement prior to executing same, and fully understand and agree to the terms herein.

ARTICLE 27 - SUSPENSION AND REMOVAL

Appraiser/Appraisal Evaluation forms will be completed in accordance with Palm Beach County PPM No. EWO-006. A score of 59 or below shall result in the APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failure on the part of the APPRAISER to respond to COUNTY'S request for proposal on three (3) or more occasions shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failures on the part of the APPRAISER to keep required insurance coverage current and provide the COUNTY'S representative with the corresponding Certificate of Insurance for each renewal period shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the person listed in Article 2 as key personnel has hereunto set his/her hand on behalf of the APPRAISER.

ATTEST: SHARON R. BOCK,
Clerk and Comptroller

By _____
Deputy Clerk

WITNESS:

Kat Chopin
Signature

Kat Chopin
Name (Type or Print)

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Chair (Vice-Chair)

APPRAISER:

RE Analysts, Inc.
~~REAL ESTATE ANALYSTS, INC.~~
Firm Name

Christopher Madera
Signature

Christopher Madera
Name (Type or Print)

President
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By DZ Young
for Omelio A. Fernandez

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF THE SPIVEY GROUP, INC.

THIS AGREEMENT is by and between the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, herein after referred to as "COUNTY", and the appraisal firm of The Spivey Group, Inc., herein after referred to as "APPRAISER".

In consideration of the mutual promises contained herein, the COUNTY and the APPRAISER agree as follows:

ARTICLE 1 - SERVICES

The APPRAISER responsibility under this Agreement is to provide professional services in the area of real estate appraisal. Services of the APPRAISER shall be under the general direction of the Right-of-Way Acquisition Section, Roadway Production Division, Department of Engineering and Public Works, telephone 561-684-4190, who shall act as the COUNTY'S representative during the performance of this Agreement. When the Department requires appraisal services, it will solicit a written proposal with a price quote from each APPRAISER with whom the COUNTY has an Appraiser Agreement. The project will be awarded to the appraiser with the highest ranking based on the evaluation of criteria as indicated in PPM NO. EWO-006. The APPRAISER understands that the County Attorney's Office has sole discretion to determine the extent to which the APPRAISER shall be engaged to perform further services with respect to property which is the subject matter of an eminent domain suit after parcels are sent to the County Attorney's Office for eminent domain proceedings.

ARTICLE 2 - KEY PERSONNEL

The COUNTY hereby approves The Spivey Group, Inc., for the services described above. (He/She) will assume primary responsibility on behalf of the appraisal firm for the management of the appraisal services. Any changes or substitutions of key personnel listed in this article must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said changes or substitutions can become effective.

ARTICLE 3 - PAYMENT

Invoices received from the APPRAISER pursuant to this Agreement will be reviewed and approved by the COUNTY'S representative, indicating that the services have been rendered in conformity with the Agreement, and then sent to the Finance Department for payment. The COUNTY will use its best efforts to pay invoices thirty days (30) following the COUNTY representative's approval.

ARTICLE 4 - AMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the appraisal services, including alterations, reductions therein or additions thereto. Upon receipt by the APPRAISER of the COUNTY'S notification of a contemplated change, the APPRAISER shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall

affect the ability to meet the completion dates or schedules of the this Agreement. If the COUNTY so instructs in writing, the APPRAISER shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an authorization and the APPRAISER shall not commence work on any such change until such written authorization has been issued and signed by each of the parties.

The COUNTY shall have no obligation to make any payment to or on behalf of the APPRAISER and the APPRAISER shall have no obligation to continue performance or incur costs beyond such agreed amount, or an amended amount, without the prior written consent of the COUNTY.

ARTICLE 5 - TERM OF AGREEMENT

The term of this Agreement is one (1) year, from February 6, 2007 through February 7, 2008, with an option to renew for one (1) year.

Obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated on an annual basis for this purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 6 - TERMINATION

This Agreement and/or any authorization issued hereunder, may be terminated by the COUNTY upon written notice to the APPRAISER and said termination shall become effective upon receipt of said notice. The Agreement may be terminated by the APPRAISER upon sixty (60) days written notice to the COUNTY.

Upon termination by either party, the APPRAISER shall transfer all work in progress, completed work and other materials related to the work to the COUNTY. Unless the APPRAISER is in default, the APPRAISER shall be paid for services actually rendered to the date of termination.

The COUNTY shall have the right, at any time during the term of this Agreement and subsequent renewals, to remove the APPRAISER from the Palm Beach County Approved Appraiser List for failure to respond to an invitation to bid or for failure to return a completed Fee Proposal by the required due date on three or more occasions.

Acceptable forms of response to an invitation to bid will be by U.S. mail, facsimile transmission or hand delivery to COUNTY'S Right of Way Acquisition Section. Any of the acceptable forms of response must be received by the Right-of-Way Acquisition Section on or before the appointment date and time as stated in the invitation to bid letter. Acceptable forms of return of the Fee Proposal, when the APPRAISER is not interested in bidding the job, will be by U.S. mail, facsimile transmission or hand delivery.

ARTICLE 7 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The APPRAISER shall provide periodic status reports on items including, but not limited to, appraisals in process, updates in process or corrections in process, either oral or in writing, as may from time to time be requested by the COUNTY representative.

The APPRAISER shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by the APPRAISER for the COUNTY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the APPRAISER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a

lawful order. All drawings, maps, sketches, reports and other data developed, or

purchased, under this Agreement or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

ARTICLE 8 - INDEMNIFICATION

The APPRAISER shall protect, defend reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, cost, damages, or causes of action of every kind or character, including attorneys fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the APPRAISER, his/her agents, servants, or employees in the performance of services under this Agreement.

ARTICLE 9 - PERSONNEL SERVICES

The APPRAISER represents that he/she has, or will secure at his/her own expense, all necessary personnel required to timely perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All services required hereunder shall be performed by the APPRAISER or under his/her supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The APPRAISER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards.

ARTICLE 10 - TRUTH IN NEGOTIATIONS CERTIFICATE

Signature of this Agreement by the APPRAISER shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the APPRAISER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates, hours expended, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within one (1) year following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The APPRAISER further represents that no person having any interest shall be employed for said performance.

The APPRAISER shall promptly notify the County Attorney's Office in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the APPRAISER'S professional judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that the APPRAISER may undertake and request an opinion of the County Attorney's Office as to whether the association, interest or circumstance would, in the opinion of the County Attorney's Office, constitute a conflict of interest if entered into by the APPRAISER. The County Attorney's Office agrees to notify the APPRAISER of its opinion by certified mail within 30 days of receipt of notification by the APPRAISER. If, in the opinion of the County Attorney's Office, the prospective business association, interest or circumstance would not constitute a conflict of interest by the APPRAISER, the County Attorney's Office shall so state in the notification and the APPRAISER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the APPRAISER under the terms of this Agreement.

The APPRAISER'S failure to comply with the provisions of this article shall constitute a material breach of this Agreement and may result in immediate termination by the COUNTY of this Agreement upon written notice.

ARTICLE 12 - INDEPENDENT CONTRACTORS

The APPRAISER is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the APPRAISER'S sole direction, supervision, and control. The APPRAISER shall exercise control over the means and manner in which he/she and his/her employees perform the work, and in all respects the APPRAISER'S relationship and the relationships of his/her employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The APPRAISER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 13 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the APPRAISER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the APPRAISER shall assign, sublet, or convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the APPRAISER.

ARTICLE 15 - CONTINGENT FEES

The APPRAISER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the APPRAISER to solicit or secure this Agreement and that he/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 APPRAISER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16 - ACCESS AND AUDITS

The APPRAISER shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the APPRAISER'S place of business.

ARTICLE 17 - NONDISCRIMINATION

The APPRAISER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, martial status, or sexual orientation.

ARTICLE 18 - AUTHORITY TO PRACTICE

The APPRAISER hereby represents and warrants that it has and will continue to maintain all licenses, certificates and approvals required to conduct its business. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 19 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 20 - NOTICES

All notices required in this Agreement shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

L. Morton Rose, P.E., Manager
Right-of-Way Acquisition Section
Roadway Production Division
Department of Engineering and Public Works
Post Office Box 21229
West Palm Beach, Florida 33416-1229

and if sent to the appraisal firm, shall be mailed to:

Name of Firm: The Spivey Group, Inc.
Name of Person: Glen Spivey
Address: 169 Tequesta Drive, Suite 32E
Tequesta, FL 33469

ARTICLE 21 - PURCHASING ORDINANCE & M/WBE ORDINANCE

The procurement and performance of appraisal services shall be in accordance with the PPM NO. EWO-006, including future updates, and applicable portions of the latest Purchasing Ordinance and Small Business and Minority/Women Business Enterprises (SB/M/WBE) Ordinance.

ARTICLE 22 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The APPRAISER is encouraged to seek additional small business, and minority and women business enterprises certified by Palm Beach County for participation in subcontracting opportunities. Appropriate points are awarded in the selection process for the percentage of such participation. If the APPRAISER uses any subcontractors on any project the following provisions of the Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the APPRAISER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The APPRAISER understands that each small business / minority and/or women owned enterprise utilized on this Agreement must be certified by Palm Beach County in order to be counted as SB/M/WBE participation.

The APPRAISER will only be permitted to replace a certified SB/M/WBE subcontractor who is unwilling to perform. Such substitutions must be done with another certified SB/M/WBE Subcontractor. Requests for such substitution must be submitted to the County representative.

The APPRAISER understands that he/she is prohibited from making any agreements with the SB/M/WBE in which the SB/M/WBE promises not to provide subcontractor quotations to other bidders or potential bidders.

The APPRAISER agrees to maintain all relevant records and information necessary to document SB/M/WBE utilization, if any, and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

The APPRAISER shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverages and limits (including endorsements) as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by APPRAISER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by APPRAISER under the AGREEMENT.

Commercial General Liability: APPRAISER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Business Automobile Liability: APPRAISER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event APPRAISER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing APPRAISER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Worker's Compensation Insurance & Employers Liability: APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440.

Professional Liability: APPRAISER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) of deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of APPRAISER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, APPRAISER warrants the Retroactive Date equals or preceded the effective date of this AGREEMENT. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this agreement, APPRAISER shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the APPRAISER of the obligation to provide replacement coverage.

Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly state and confirm that coverage required by the Agreement has been endorsed to include Palm Beach County Engineering, Right of Way Acquisition, as an Additional Insured.

Waiver of Subrogation: APPRAISER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then APPRAISER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy specifically prohibit prohibiting such an endorsement, or voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

Certificate of Insurance: Immediately following notification of the award of this AGREEMENT, APPRAISER shall deliver to the COUNTY'S representative, the Certificate (s) of Insurance evidencing that all types and amounts if insurance coverages required by this AGREEMENT have been obtained and are in full force and effect. Such Certificate (s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

Umbrella or Excess Liability: If necessary, APPRAISER may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's ability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the APPRAISER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the APPRAISER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 26 - REVIEW

The parties agree that each has had time to fully review this Agreement prior to executing same, and fully understand and agree to the terms herein.

ARTICLE 27 - SUSPENSION AND REMOVAL

Appraiser/Appraisal Evaluation forms will be completed in accordance with Palm Beach County PPM No. EWO-006. A score of 59 or below shall result in the APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failure on the part of the APPRAISER to respond to COUNTY'S request for proposal on three (3) or more occasions shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

Failures on the part of the APPRAISER to keep required insurance coverage current and provide the COUNTY'S representative with the corresponding Certificate of Insurance for each renewal period shall result in APPRAISER being removed from the COUNTY'S Approved Appraiser list.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the person listed in Article 2 as key personnel has hereunto set his/her hand on behalf of the APPRAISER.

ATTEST: SHARON R. BOCK,
Clerk and Comptroller

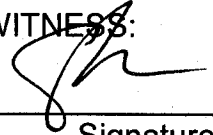
PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Chair (Vice-Chair)

WITNESS:


APPRAISER:



Signature
Steve Sheiman

Name (Type or Print)

THE SPIVEY GROUP, INC.

Firm Name


Signature
Glen Spivey

Name (Type or Print)
President

Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By _____
County Attorney

By 

for Danielio A. Fernandez