

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

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Meeting Date: March 11, 2008	<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

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Nine Amendment and Renewal of Appraiser Agreements (Agreements) with the following 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.; and, The Spivey Group, Inc.

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 were approved on February 6, 2007.

The current Appraiser Agreements have a provision for a one (1) year renewal. There is also an amendment to the current Appraiser Agreements, providing an appeal process for suspension or removal from the list of approved appraisal firms. The representatives of the nine firms have signed the Agreements.

Staff recommends that the Board of County Commissioners approve the nine Agreements.

Attachments:

1. Amendment and Renewal of Appraiser Agreements (27)

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Recommended by: _____

Division Director	Date
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Approved by: *S. T. Wall* 2/13/08

County Engineer	Date
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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
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:

NOTE: This item has no fiscal impact

C. Departmental Fiscal Review: R. A. Ward 1/11/08

III. REVIEW COMMENTS

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

Jan D. 2-20-08
OFMB
(UD) 2/20/08
2/19/08
CN 2/14/08
Jan J. 2/22/08
Contract Dev. and Control
These Amendments comply with our review requirements.

B. Legal Sufficiency:

Paul F. 2/23/08
Assistant County Attorney

C. Other Department Review:

Department Director

Background and Justification continued from Page 1

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.

**RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT
(R2007 0106) DATED FEBRUARY 6, 2007 BETWEEN THE
APPRAISAL FIRM OF AMES APPRAISAL SERVICES AND PALM
BEACH COUNTY.**

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated February 6, 2007, herein after AGREEMENT, by and between the appraisal firm of AMES APPRAISAL SERVICES, hereinafter APPRAISER, and the Board of County Commissioners of Palm Beach County, Florida, hereinafter COUNTY, is entered into and effective as of March 11, 2008.

WITNESSETH

WHEREAS, on February 6, 2007, the APPRAISER and the COUNTY entered into an AGREEMENT to provide real estate appraisal services for the Engineering Department; and,

WHEREAS, Article 5 - Term of Agreement, provides that this AGREEMENT may be renewed for one year; and,

WHEREAS, by this RENEWAL, the APPRAISER and the COUNTY mutually agree to such renewal of the AGREEMENT; and,

WHEREAS, the AGREEMENT is hereby amended to include the following:

ARTICLE 28 - APPEAL PROCESS FOR SUSPENSION OR REMOVAL

Notice will be sent to the APPRAISER of suspension or removal, in accordance with Article 20. The APPRAISER will have 20 business days to begin the Appeal process. The first step will be a written protest delivered to the Deputy County Engineer within the allotted time period. The Deputy County Engineer will review the files, the staff recommendation, and the written protest, and render a decision within 10 business days.

If the APPRAISER is not satisfied with the decision of the Deputy County Engineer, the dispute will be turned over to the Palm Beach County Purchasing Department. The process will be in accordance with that department's policies and procedures. All decisions by the Purchasing Department will be final.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. The AGREEMENT, dated February 6, 2007 between the APPRAISER and the COUNTY is hereby amended and renewed for one year, expiring on February 8, 2009

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Renewal of the Appraiser Agreement on behalf of the COUNTY and the APPRAISER has hereto set his/her hand the day and year above written.

ATTEST: SHARON R. BOCK,
Clerk and Comptroller

By _____
Deputy Clerk

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Addie L. Greene, Chairperson

WITNESS:

Ken Cavaliere
Signature

Ken Cavaliere
Name (Type or Print)

APPRAISER:

AMES APPRAISAL SERVICES
Firm Name

Ronald Ames
Signature

RONALD AMES
Name (Type or Print)

PRES.
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By [Signature]
[Signature]

**RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT
(R2007 0107) DATED FEBRUARY 6, 2007 BETWEEN THE
APPRAISAL FIRM OF ANDERSON & CARR, INC. AND PALM BEACH
COUNTY.**

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated February 6, 2007, herein after AGREEMENT, by and between the appraisal firm of ANDERSON & CARR, INC., hereinafter APPRAISER, and the Board of County Commissioners of Palm Beach County, Florida, hereinafter COUNTY, is entered into and effective as of March 11, 2008.

WITNESSETH

WHEREAS, on February 6, 2007, the APPRAISER and the COUNTY entered into an AGREEMENT to provide real estate appraisal services for the Engineering Department; and,

WHEREAS, Article 5 - Term of Agreement, provides that this AGREEMENT may be renewed for one year; and,

WHEREAS, by this RENEWAL, the APPRAISER and the COUNTY mutually agree to such renewal of the AGREEMENT; and,

WHEREAS, the AGREEMENT is hereby amended to include the following:

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ATTEST: SHARON R. BOCK,
Clerk and Comptroller

By _____
Deputy Clerk

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Addie L. Greene, Chairperson

WITNESS:

Wayne B. Lewis
Signature

WAYNE B. LEWIS
Name (Type or Print)

APPRAISER:

ANDERSON & CARR, INC.

Firm Name
[Signature]
Signature

Robert Carrington
Name (Type or Print)

President
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

[Signature]
By Omaha A. Fournier
VP

**RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT
(R2007 0108) DATED FEBRUARY 6, 2007 BETWEEN THE
APPRAISAL FIRM OF APPRAISAL & ACQUISITION CONSULTANTS,
INC. AND PALM BEACH COUNTY.**

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated February 6, 2007, herein after AGREEMENT, by and between the appraisal firm of APPRAISAL & ACQUISITION CONSULTANTS, INC., hereinafter APPRAISER, and the Board of County Commissioners of Palm Beach County, Florida, hereinafter COUNTY, is entered into and effective as of March 11, 2008.

WITNESSETH

WHEREAS, on February 6, 2007, the APPRAISER and the COUNTY entered into an AGREEMENT to provide real estate appraisal services for the Engineering Department; and,

WHEREAS, Article 5 - Term of Agreement, provides that this AGREEMENT may be renewed for one year; and,

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ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Addie L. Greene, Chairperson

WITNESS:

Deborah L. Mihalick

Signature

Deborah L. Mihalick
Name (Type or Print)

APPRAISER:

APPRAISAL & ACQUISITION
CONSULTANTS, INC.

Firm Name

John R. Underwood
Signature

John R. Underwood
Name (Type or Print)

Pres.
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

Michael A. Farnsworth
By _____
KAT

RECEIVED DEC 20 2007

**RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT
(R2007 0109) DATED FEBRUARY 6, 2007 BETWEEN THE
APPRAISAL FIRM OF CALLAWAY & PRICE, INC. AND PALM BEACH
COUNTY.**

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated February 6, 2007, herein after AGREEMENT, by and between the appraisal firm of CALLAWAY & PRICE, INC., hereinafter APPRAISER, and the Board of County Commissioners of Palm Beach County, Florida, hereinafter COUNTY, is entered into and effective as of March 11, 2008.

WITNESSETH

WHEREAS, on February 6, 2007, the APPRAISER and the COUNTY entered into an AGREEMENT to provide real estate appraisal services for the Engineering Department; and,

WHEREAS, Article 5 - Term of Agreement, provides that this AGREEMENT may be renewed for one year; and,

WHEREAS, by this RENEWAL, the APPRAISER and the COUNTY mutually agree to such renewal of the AGREEMENT; and,

WHEREAS, the AGREEMENT is hereby amended to include the following:

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ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Addie L. Greene, Chairperson

WITNESS:

Becky K Pennington
Signature
Becky K Pennington
Name (Type or Print)

APPRAISER:

CALLAWAY & PRICE, INC.
Firm Name
[Signature]
Signature
Dan R. Hammett
Name (Type or Print)
VP TRS
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

[Signature]
By _____
[Signature]

**RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT
(R2007 0111) DATED FEBRUARY 6, 2007 BETWEEN THE
APPRAISAL FIRM OF M. R. FORD & ASSOCIATES, INC. AND PALM
BEACH COUNTY.**

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated February 6, 2007, herein after AGREEMENT, by and between the appraisal firm of M. R. FORD & ASSOCIATES, INC., hereinafter APPRAISER, and the Board of County Commissioners of Palm Beach County, Florida, hereinafter COUNTY, is entered into and effective as of March 11, 2008.

WITNESSETH

WHEREAS, on February 6, 2007, the APPRAISER and the COUNTY entered into an AGREEMENT to provide real estate appraisal services for the Engineering Department; and,

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ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Addie L. Greene, Chairperson

WITNESS:

Bruce M. Schatz
Signature

Bruce M. Schatz
Name (Type or Print)

APPRAISER:

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

M.R. Ford
Signature

M.R. Ford
Name (Type or Print)

President
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

Michael A. Freeman
By _____
President

RECEIVED DEC 21 2007

**RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT
(R2007 0112) DATED FEBRUARY 6, 2007 BETWEEN THE
APPRAISAL FIRM OF S. F. HOLDEN, INC. AND PALM BEACH
COUNTY.**

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated February 6, 2007, herein after AGREEMENT, by and between the appraisal firm of S. F. HOLDEN, INC., hereinafter APPRAISER, and the Board of County Commissioners of Palm Beach County, Florida, hereinafter COUNTY, is entered into and effective as of March 11, 2008.

WITNESSETH

WHEREAS, on February 6, 2007, the APPRAISER and the COUNTY entered into an AGREEMENT to provide real estate appraisal services for the Engineering Department; and,

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ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Addie L. Greene, Chairperson

WITNESS:

THolden
Signature
Tim Holden
Name (Type or Print)

APPRAISER:

S. F. HOLDEN, INC.

Firm Name

[Signature]
Signature

Philip Holden
Name (Type or Print)

Pres.
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

MR. [Signature]
By Ornela A. Fernandez

**RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT
(R2007 0113) DATED FEBRUARY 6, 2007 BETWEEN THE
APPRAISAL FIRM OF JENKINS APPRAISAL SERVICES, INC. AND
PALM BEACH COUNTY.**

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated February 6, 2007, herein after AGREEMENT, by and between the appraisal firm of JENKINS APPRAISAL SERVICES, INC., hereinafter APPRAISER, and the Board of County Commissioners of Palm Beach County, Florida, hereinafter COUNTY, is entered into and effective as of March 11, 2008.

WITNESSETH

WHEREAS, on February 6, 2007, the APPRAISER and the COUNTY entered into an AGREEMENT to provide real estate appraisal services for the Engineering Department; and,

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ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Addie L. Greene, Chairperson

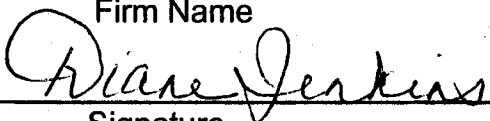
WITNESS:


Signature

CHARLES DIAMOND
Name (Type or Print)

APPRAISER:

JENKINS APPRAISAL SERVICES, INC.
Firm Name


Signature

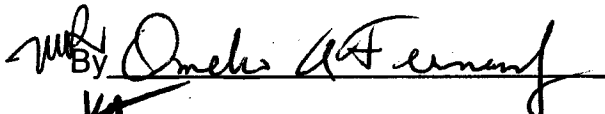

Diane Jenkins
Name (Type or Print)

President
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS


By _____


**RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT
(R2007 0114) DATED FEBRUARY 6, 2007 BETWEEN THE
APPRAISAL FIRM OF R E ANALYSTS, INC. AND PALM BEACH
COUNTY.**

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated February 6, 2007, herein after AGREEMENT, by and between the appraisal firm of R E ANALYSTS, INC., hereinafter APPRAISER, and the Board of County Commissioners of Palm Beach County, Florida, hereinafter COUNTY, is entered into and effective as of March 11, 2008.

WITNESSETH

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ATTEST: SHARON R. BOCK,
Clerk and Comptroller

By _____
Deputy Clerk

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

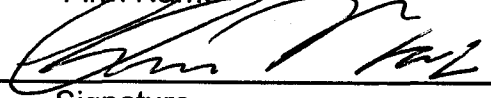
By _____
Addie L. Greene, Chairperson

WITNESS:


Signature
RALPH MICALE
Name (Type or Print)

APPRAISER:

RE ANALYSTS, INC.
Firm Name


Signature

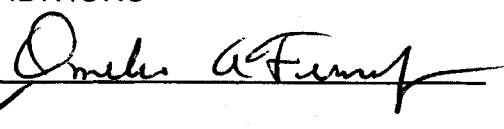
Christopher Mader
Name (Type or Print)

President
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS


By _____
va

**RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT
(R2007 0110) DATED FEBRUARY 6, 2007 BETWEEN THE
APPRAISAL FIRM OF THE SPIVEY GROUP, INC. AND PALM BEACH
COUNTY.**

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated February 6, 2007, herein after AGREEMENT, by and between the appraisal firm of THE SPIVEY GROUP, INC., hereinafter APPRAISER, and the Board of County Commissioners of Palm Beach County, Florida, hereinafter COUNTY, is entered into and effective as of March 11, 2008.

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Notice will be sent to the APPRAISER of suspension or removal, in accordance with Article 20. The APPRAISER will have 20 business days to begin the Appeal process. The first step will be a written protest delivered to the Deputy County Engineer within the allotted time period. The Deputy County Engineer will review the files, the staff recommendation, and the written protest, and render a decision within 10 business days.

If the APPRAISER is not satisfied with the decision of the Deputy County Engineer, the dispute will be turned over to the Palm Beach County Purchasing Department. The process will be in accordance with that department's policies and procedures. All decisions by the Purchasing Department will be final.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. The AGREEMENT, dated February 6, 2007 between the APPRAISER and the COUNTY is hereby amended and renewed for one year, expiring on February 8, 2009

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Renewal of the Appraiser Agreement on behalf of the COUNTY and the APPRAISER has hereto set his/her hand the day and year above written.

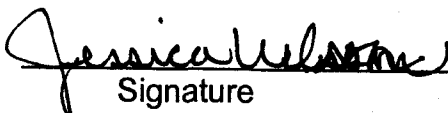
ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Addie L. Greene, Chairperson


WITNESS:


Signature

Jessica Wilson
Name (Type or Print)

APPRAISER:

THE SPIVEY GROUP, INC.
Firm Name


Signature

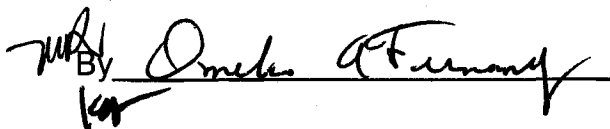
Glen Spivey
Name (Type or Print)

President
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS


By _____