

Agenda Item is over 50 pages; may be viewed in the Minutes Department

Agenda Item #: **3-C-11**

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

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Meeting Date: April 20, 2010 [X] Consent [] Regular
[] Workshop [] 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: Ten Renewal and Amendment Agreements to provide appraisal services for right-of-way acquisition for the term of one year from April 21, 2010 thru April 20, 2011.

SUMMARY: Approval of this item will allow the following ten firms to be included on Palm Beach County's prequalified appraisers list for 2010: Ames Appraisal Services; Anderson & Carr, Inc.; Appraisal & Acquisition Consultants, Inc.; Callaway & Price, Inc.; Jenkins Appraisal Services, Inc.; M. R. Ford & Associates, Inc.; Parrish & Edwards, Inc.; R E Analysts, Inc.; S. F. Holden, Inc. and The Spivey Group, Inc. These renewals will add the necessary language to the appraiser agreements regarding the additional nondiscrimination language; appeal process for suspension or removal; the applicability of the Inspector General Ordinance and the inclusion of the Inspector General fee. Countywide (PK)

Background and Justification: The current appraiser agreements that were approved by the Board on April 21, 2009 will expire on April 20, 2010. The agreements contain a provision for a one year renewal after the expiration. The following ten firms have indicated a desire to renew their agreement and be included on Palm Beach County's prequalified appraisers list for 2010: Ames Appraisal Services; Anderson & Carr, Inc.; Appraisal & Acquisition Consultants, Inc.; Callaway & Price, Inc.; Jenkins Appraisal Services, Inc.; M. R. Ford & Associates, Inc.; Parrish & Edwards, Inc.; R E Analysts, Inc.; S. F. Holden, Inc. and The Spivey Group, Inc. This renewal also includes an amendment to the current appraiser agreements, providing additional nondiscrimination language; a process for appraisers to appeal a suspension or removal from the list of approved appraisal firms; the applicability of the Inspector General Ordinance and the inclusion of the Inspector General fee. After a careful review of their qualifications, combined with their record of past performance, staff recommends the approval of the agreements with these ten firms.

Attachments:

- 1. Appraiser Renewal and Amendment Agreements (10)

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Recommended by: _____
Division Director Date

Approved by: S. J. Williams 3/25/10
County Engineer Date

RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT (R2009 0615) DATED APRIL 21, 2009 BETWEEN THE APPRAISAL FIRM OF AMES APPRAISAL SERVICES AND PALM BEACH COUNTY.

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated April 21, 2009, herein after referred to as "AGREEMENT," by and between the appraisal firm of Ames Appraisal Services, hereinafter referred to as "APPRAISER," and the Board of County Commissioners of Palm Beach County, Florida, hereinafter "COUNTY."

WITNESSETH

WHEREAS, on April 21, 2009, 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 17 – NONDISCRIMINATION

The following language is added to the end of Article 17: "gender identity and expression."

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.

ARTICLE 29 – IGO FEE

Without changing the AGREEMENT price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049. Refer to Article 30 for more information.

ARTICLE 30 – OFFICE OF THE INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed COUNTY agreements, transactions, accounts and records. All consultants and parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this AGREEMENT. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the agreement price of all agreements and shall be one quarter ($\frac{1}{4}$) of one (1) percent of the agreement price.

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 between the APPRAISER and the COUNTY is hereby amended as stated above and renewed for one year, expiring on April 20, 2011.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Renewal and Amendment of the Appraiser Agreement on behalf of the COUNTY and the person listed below 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:

Ken Cavaliere
Signature

Ames Appraisal Services
Firm Name

Ken Cavaliere
Name (Type or Print)

Ronald Ames
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 Ornelis A. Fernandez

RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT (R2009 0616) DATED APRIL 21, 2009 BETWEEN THE APPRAISAL FIRM OF ANDERSON & CARR, INC. AND PALM BEACH COUNTY.

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated April 21, 2009, herein after referred to as "AGREEMENT," by and between the appraisal firm of Anderson & Carr, Inc., hereinafter referred to as "APPRAISER," and the Board of County Commissioners of Palm Beach County, Florida, hereinafter "COUNTY."

WITNESSETH

WHEREAS, on April 21, 2009, 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 17 – NONDISCRIMINATION

The following language is added to the end of Article 17: "gender identity and expression."

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.

ARTICLE 29 – IGO FEE

Without changing the AGREEMENT price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049. Refer to Article 30 for more information.

ARTICLE 30 – OFFICE OF THE INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed COUNTY agreements, transactions, accounts and records. All consultants and parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this AGREEMENT. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the agreement price of all agreements and shall be one quarter ($\frac{1}{4}$) of one (1) percent of the agreement price.

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 between the APPRAISER and the COUNTY is hereby amended as stated above and renewed for one year, expiring on April 20, 2011.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Renewal and Amendment of the Appraiser Agreement on behalf of the COUNTY and the person listed below 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)

[Signature]
Signature

Robert Banting
Name (Type or Print)

as President
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By _____
County Attorney

[Signature]
By _____

RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT (R2009 0617) DATED APRIL 21, 2009 BETWEEN THE APPRAISAL FIRM OF APPRAISAL & ACQUISITION CONSULTANTS, INC. AND PALM BEACH COUNTY.

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated April 21, 2009, herein after referred to as "AGREEMENT," by and between the appraisal firm of Appraisal & Acquisition Consultants, Inc., hereinafter referred to as "APPRAISER," and the Board of County Commissioners of Palm Beach County, Florida, hereinafter "COUNTY."

WITNESSETH

WHEREAS, on April 21, 2009, 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 17 – NONDISCRIMINATION

The following language is added to the end of Article 17: "gender identity and expression."

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.

ARTICLE 29 – IGO FEE

Without changing the AGREEMENT price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049. Refer to Article 30 for more information.

ARTICLE 30 – OFFICE OF THE INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed COUNTY agreements, transactions, accounts and records. All consultants and parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this AGREEMENT. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the agreement price of all agreements and shall be one quarter (¼) of one (1) percent of the agreement price.

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 between the APPRAISER and the COUNTY is hereby amended as stated above and renewed for one year, expiring on April 20, 2011.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Renewal and Amendment of the Appraiser Agreement on behalf of the COUNTY and the person listed below on behalf of the APPRAISER.

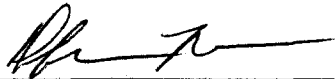
ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Chair (Vice-Chair)

WITNESS:



Signature

Deborah Mihalick

Name (Type or Print)

APPRAISER:

Appraisal & Acquisition Consultants, Inc.
Firm Name



Signature

John R. Underwood

Name (Type or Print)

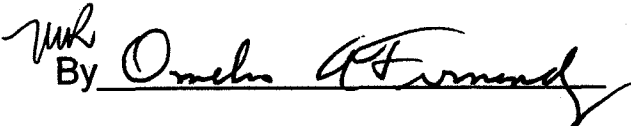
President

Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS


By _____

**RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT
(R2009 0618) DATED APRIL 21, 2009 BETWEEN THE APPRAISAL
FIRM OF CALLAWAY & PRICE, INC. AND PALM BEACH COUNTY.**

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated April 21, 2009, herein after referred to as "AGREEMENT," by and between the appraisal firm of Callaway & Price, Inc., hereinafter referred to as "APPRAISER," and the Board of County Commissioners of Palm Beach County, Florida, hereinafter "COUNTY."

WITNESSETH

WHEREAS, on April 21, 2009, 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 17 – NONDISCRIMINATION

The following language is added to the end of Article 17: "gender identity and expression."

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.

ARTICLE 29 – IGO FEE

Without changing the AGREEMENT price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049. Refer to Article 30 for more information.

ARTICLE 30 – OFFICE OF THE INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed COUNTY agreements, transactions, accounts and records. All consultants and parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this AGREEMENT. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the agreement price of all agreements and shall be one quarter (¼) of one (1) percent of the agreement price.

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 between the APPRAISER and the COUNTY is hereby amended as stated above and renewed for one year, expiring on April 20, 2011.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Renewal and Amendment of the Appraiser Agreement on behalf of the COUNTY and the person listed below 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:

 Roch K. Pennington

Signature

 Roch K. Pennington
Name (Type or Print)

APPRAISER:

 Callaway & Price, Inc.

Firm Name

 [Signature]
Signature

 DANIEL P. HRYBKO
Name (Type or Print)

 VP/TRS
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

MR
By *[Signature]*

RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT (R2009 0619) DATED APRIL 21, 2009 BETWEEN THE APPRAISAL FIRM OF JENKINS APPRAISAL SERVICES, INC. AND PALM BEACH COUNTY.

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated April 21, 2009, herein after referred to as "AGREEMENT," by and between the appraisal firm of Jenkins Appraisal Services, Inc., hereinafter referred to as "APPRAISER," and the Board of County Commissioners of Palm Beach County, Florida, hereinafter "COUNTY."

WITNESSETH

WHEREAS, on April 21, 2009, 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 17 – NONDISCRIMINATION

The following language is added to the end of Article 17: "gender identity and expression."

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.

ARTICLE 29 – IGO FEE

Without changing the AGREEMENT price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049. Refer to Article 30 for more information.

ARTICLE 30 – OFFICE OF THE INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed COUNTY agreements, transactions, accounts and records. All consultants and parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this AGREEMENT. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the agreement price of all agreements and shall be one quarter ($\frac{1}{4}$) of one (1) percent of the agreement price.

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 between the APPRAISER and the COUNTY is hereby amended as stated above and renewed for one year, expiring on April 20, 2011.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Renewal and Amendment of the Appraiser Agreement on behalf of the COUNTY and the person listed below on behalf of the APPRAISER.

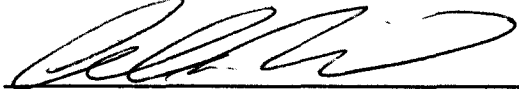
ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Chair (Vice-Chair)

WITNESS:



Signature

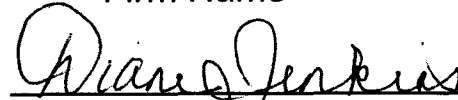
CHARLES D. AMMOND

Name (Type or Print)

APPRAISER:

Jenkins Appraisal Services, Inc.

Firm Name



Signature

Diane Jenkins

Name (Type or Print)

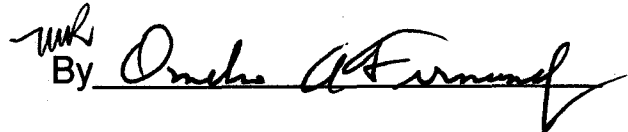
President

Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS


By _____

RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT (R2009 0621) DATED APRIL 21, 2009 BETWEEN THE APPRAISAL FIRM OF M. R. FORD & ASSOCIATES, INC. AND PALM BEACH COUNTY.

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated April 21, 2009, herein after referred to as "AGREEMENT," by and between the appraisal firm of M. R. Ford & Associates, Inc., hereinafter referred to as "APPRAISER," and the Board of County Commissioners of Palm Beach County, Florida, hereinafter "COUNTY."

WITNESSETH

WHEREAS, on April 21, 2009, 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 17 – NONDISCRIMINATION

The following language is added to the end of Article 17: "gender identity and expression."

ARTICLE 28 - APPEAL PROCESS FOR SUSPENSION OR REMOVAL

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ARTICLE 29 – IGO FEE

Without changing the AGREEMENT price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049. Refer to Article 30 for more information.

ARTICLE 30 – OFFICE OF THE INSPECTOR GENERAL

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ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Chair (Vice-Chair)

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)

Pres.
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

^{MR}
By Orlando A. Fernandez

RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT (R2009 0620) DATED APRIL 21, 2009 BETWEEN THE APPRAISAL FIRM OF PARRISH & EDWARDS, INC. AND PALM BEACH COUNTY.

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated April 21, 2009, herein after referred to as "AGREEMENT," by and between the appraisal firm of Parrish & Edwards, Inc., hereinafter referred to as "APPRAISER," and the Board of County Commissioners of Palm Beach County, Florida, hereinafter "COUNTY."

WITNESSETH

WHEREAS, on April 21, 2009, 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,

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ARTICLE 30 – OFFICE OF THE INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed COUNTY agreements, transactions, accounts and records. All consultants and parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this AGREEMENT. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the agreement price of all agreements and shall be one quarter ($\frac{1}{4}$) of one (1) percent of the agreement price.

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 between the APPRAISER and the COUNTY is hereby amended as stated above and renewed for one year, expiring on April 20, 2011.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Renewal and Amendment of the Appraiser Agreement on behalf of the COUNTY and the person listed below on behalf of the APPRAISER.

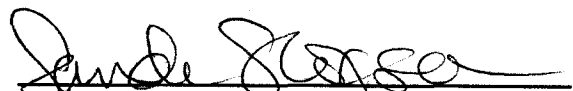
ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Chair (Vice-Chair)

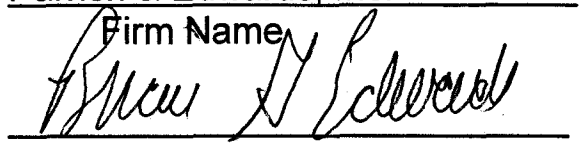
WITNESS:


Signature

SANDRA S. COXSON
Name (Type or Print)

APPRAISER:

Parrish & Edwards, Inc.
Firm Name


Signature

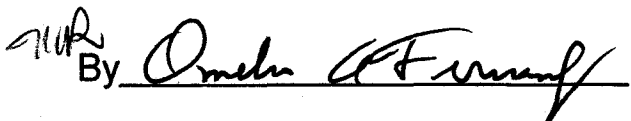
BRIAN G. EDWARDS
Name (Type or Print)

V.P.
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS


By _____

**RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT
(R2009 0622) DATED APRIL 21, 2009 BETWEEN THE APPRAISAL
FIRM OF R E ANALYSTS, INC. AND PALM BEACH COUNTY.**

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated April 21, 2009, herein after referred to as "AGREEMENT," by and between the appraisal firm of R E Analysts, Inc., hereinafter referred to as "APPRAISER," and the Board of County Commissioners of Palm Beach County, Florida, hereinafter "COUNTY."

WITNESSETH

WHEREAS, on April 21, 2009, 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 17 – NONDISCRIMINATION

The following language is added to the end of Article 17: "gender identity and expression."

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.

ARTICLE 29 – IGO FEE

Without changing the AGREEMENT price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049. Refer to Article 30 for more information.

ARTICLE 30 – OFFICE OF THE INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed COUNTY agreements, transactions, accounts and records. All consultants and parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this AGREEMENT. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the agreement price of all agreements and shall be one quarter (¼) of one (1) percent of the agreement price.

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 between the APPRAISER and the COUNTY is hereby amended as stated above and renewed for one year, expiring on April 20, 2011.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Renewal and Amendment of the Appraiser Agreement on behalf of the COUNTY and the person listed below on behalf of the APPRAISER.

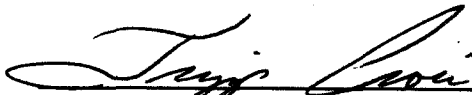
ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Chair (Vice-Chair)

WITNESS:




Signature

APPRAISER:

R E Analysts, Inc.

Firm Name



Name (Type or Print)



Signature

Christopher Marena

Name (Type or Print)



President

Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By _____
County Attorney


By 

RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT (R2009 0623) DATED APRIL 21, 2009 BETWEEN THE APPRAISAL FIRM OF S. F. HOLDEN, INC. AND PALM BEACH COUNTY.

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated April 21, 2009, herein after referred to as "AGREEMENT," by and between the appraisal firm of S. F. Holden, Inc., hereinafter referred to as "APPRAISER," and the Board of County Commissioners of Palm Beach County, Florida, hereinafter "COUNTY."

WITNESSETH

WHEREAS, on April 21, 2009, 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 17 – NONDISCRIMINATION

The following language is added to the end of Article 17: "gender identity and expression."

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.

ARTICLE 29 – IGO FEE

Without changing the AGREEMENT price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049. Refer to Article 30 for more information.

ARTICLE 30 – OFFICE OF THE INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed COUNTY agreements, transactions, accounts and records. All consultants and parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this AGREEMENT. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the agreement price of all agreements and shall be one quarter ($\frac{1}{4}$) of one (1) percent of the agreement price.

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 between the APPRAISER and the COUNTY is hereby amended as stated above and renewed for one year, expiring on April 20, 2011.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Renewal and Amendment of the Appraiser Agreement on behalf of the COUNTY and the person listed below 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:

Sharon L. Morgan
Signature

S. F. Holden, Inc.
Firm Name

Sharon L. Morgan
Name (Type or Print)

[Signature]
Signature

Philip M. Holden
Name (Type or Print)

President
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By _____
County Attorney

Mr. [Signature]
By _____

**RENEWAL AND AMENDMENT OF THE APPRAISER AGREEMENT
(R2009 0624) DATED APRIL 21, 2009 BETWEEN THE APPRAISAL
FIRM OF THE SPIVEY GROUP, INC. AND PALM BEACH COUNTY.**

THIS RENEWAL AND AMENDMENT of the Appraiser Agreement dated April 21, 2009, herein after referred to as "AGREEMENT," by and between the appraisal firm of The Spivey Group, Inc., hereinafter referred to as "APPRAISER," and the Board of County Commissioners of Palm Beach County, Florida, hereinafter "COUNTY."

WITNESSETH

WHEREAS, on April 21, 2009, 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 17 – NONDISCRIMINATION

The following language is added to the end of Article 17: "gender identity and expression."

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.

ARTICLE 29 – IGO FEE

Without changing the AGREEMENT price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049. Refer to Article 30 for more information.

ARTICLE 30 – OFFICE OF THE INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed COUNTY agreements, transactions, accounts and records. All consultants and parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this AGREEMENT. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the agreement price of all agreements and shall be one quarter ($\frac{1}{4}$) of one (1) percent of the agreement price.

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 between the APPRAISER and the COUNTY is hereby amended as stated above and renewed for one year, expiring on April 20, 2011.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Renewal and Amendment of the Appraiser Agreement on behalf of the COUNTY and the person listed below 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:

Jessica Wilson
Signature

Jessica Wilson
Name (Type or Print)

APPRAISER:

The Spivey Group, Inc.
Firm Name

[Signature]
Signature

Glen Spivey
Name (Type or Print)

President
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

^{TR}
By [Signature]