

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

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

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

=====

Meeting Date: April 16, 2013	<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: Ten appraiser agreements (Agreements) with the appraisal firms: Anderson & Carr, Inc.; Appraisal and Acquisition Consultants, Inc.; Callaway and Price, Inc.; Cardo Appraisal Group, LLC.; Jenkins Appraisal Services, Inc.; M.R. Ford & Associates, Inc.; Parrish and Edwards, Inc.; Real Estate Analysts, LLC.; S.F. Holden, Inc. and The Spivey Group, Inc. (Firms), to provide right-of-way acquisition appraisal services.

SUMMARY: Approval of these Agreements will allow the Firms to remain on Palm Beach County's (County) pre-qualified appraiser list for one year from April 21, 2013 through April 20, 2014 with an option to renew for one additional year. All Firms have at least one principal of the firm certified as a State-Certified General Appraiser; met a minimum of eight years appraisal experience; has the required expert witness experience; and has not been removed from the County list in the past three years. All the Firms have offices in the County. The County advertised for these services in January, 2013.



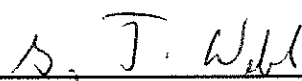
Countywide (MRE)

Background and Justification: Each year since 1987, the Board of County Commissioners (Board) has granted blanket approval to appraise and acquire the lands, rights-of-way and easements for projects on the adopted Five Year Road Program. All appraisers retained by the County to perform right-of-way acquisition appraisal services, are screened and selected by the Engineering Department. On April 17, 2012 the Board approved ten renewal appraiser agreements with the Firms to provide right-of-way acquisition appraisal services for the County. These renewal agreements will expire on April 20, 2013. Ten Firms have indicated a preference to remain on the County's pre-qualified appraiser list for one year from April 21, 2013 through April 20, 2014 with an option to renew for one additional year. After a careful review of their qualifications, combined with their record of past performance, staff recommends the approval of the Agreements with the Firms. The appropriate representatives of the Firms have signed the Agreements.

Attachments:

1. Ten Appraiser Agreements (three of each original)

=====

Recommended by: <u> Daniel A. Fernandez</u>	<u>4/2/13</u> 
Division Director	Date
Approved by: <u> S. J. Will</u>	<u>4/3/13</u>
County Engineer	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-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	\$ -0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Acct No.: Fund__ Dept.__ Unit__ Object
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

Fiscal impact is indeterminable at this time. These appraisal firms are authorized to provide services on a task order basis. Funding will be established by project as necessary.

C. Departmental Fiscal Review:

Alicia Kovalainen

III. REVIEW COMMENTS

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

N. S. S. S. 4/4/2013
 OFMB 3/13/2013
 3/12/2013
 4/13/2013

Dr. S. S. S. 4/19/13
 Contract Dev. and Control
 7-9-13 B. S. S.

B. Approved as to Form and Legal Sufficiency:

M. R. S.
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF ANDERSON AND 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 and 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'S 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 and Carr, Inc. for the services described above. Robert B. Banting 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 April 21, 2013 through April 20, 2014, 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.

To the extent allowed by Chapter 119, Florida Statutes, 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.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees, costs and expenses, 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.

All of the APPRAISER'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety, and security.

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, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within three (3) years following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER represents that it presently 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 and the Palm Beach County Code of Ethics. The APPRAISER further represents that no person having any such conflict of interest shall be employed for said performance of services.

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 estimating and performing the work for at least three (3) years after completion or termination 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. Palm

Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPRAISER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation or gender identity and expression.

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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or APPRAISER.

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., Assistant Director
Roadway Production Division
Department of Engineering & Public
Works
2300 North Jog Road - 3rd Floor, West
Wing West Palm Beach, Florida 33411

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

Name of Firm: Anderson and Carr, Inc.
Name of Person: Robert B. Banting, MAI, SRA
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 subcontractors 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 enterprises for participation in subcontracting opportunities. If the APPRAISER uses any subcontractors on this project the following provisions of this 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 Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The APPRAISER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of this Agreement.

The APPRAISER understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The APPRAISER shall provide the COUNTY with a copy of the APPRAISER'S Agreement with any SBE subcontractor or any other related documentation upon request.

The APPRAISER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Agreement. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The APPRAISER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The APPRAISER agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

A. APPRAISER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. APPRAISER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.

B. **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 excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. APPRAISER shall provide this coverage on a primary basis.

C. **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. APPRAISER shall provide this coverage on a primary basis.

D. Worker's Compensation Insurance & Employers Liability APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. APPRAISER shall provide this coverage on a primary basis.

E. Professional Liability APPRAISER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or 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 shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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 3 years. APPRAISER shall provide this coverage on a primary basis.

Additional Insured APPRAISER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." APPRAISER shall provide the Additional Insured endorsements coverage on a primary basis.

F. 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 to the policy, then APPRAISER shall agree to 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 specifically prohibits such an endorsement, or which voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

G. Certificate(s) of Insurance Prior to execution of this Agreement, APPRAISER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County

c/o _____

H. Umbrella or Excess Liability If necessary, APPRAISER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or

Employer's Liability. 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.

I. **Right to Review** 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.

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.

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 _____
Steven L. Abrams, Mayor

WITNESS:

APPRAISER:

Ethel Robinson
Signature

Anderson and Carr, Inc.
Firm Name

Ethel Robinson
Name (Type or Print)

[Signature]
Signature

Robert Bunting
Name (Type or Print)

as President
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By _____
County Attorney

[Signature] By Ornelis A. Fernandez
Division Director

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF APPRAISAL AND 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 and 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'S 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 and Acquisition Consultants, Inc., for the services described above. John Underwood, Jr. 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 April 21, 2013 through April 20, 2014, 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.

To the extent allowed by Chapter 119, Florida Statutes, 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.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees, costs and expenses, 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.

All of the APPRAISER'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety, and security.

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, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within three (3) years following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER represents that it presently 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 and the Palm Beach County Code of Ethics. The APPRAISER further represents that no person having any such conflict of interest shall be employed for said performance of services.

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 estimating and performing the work for at least three (3) years after completion or termination 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. Palm

Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPRAISER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation or gender identity and expression.

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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or APPRAISER.

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., Assistant Director
Roadway Production Division
Department of Engineering & Public
Works
2300 North Jog Road - 3rd Floor, West
Wing West Palm Beach, Florida 33411

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

Name of Firm: Appraisal and Acquisition
Consultants, Inc.
Name of Person: John Underwood Jr., MAI, SRA
Address: 115 Moorings Drive
Lantana, FL 33462

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 subcontractors 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 enterprises for participation in subcontracting opportunities. If the APPRAISER uses any subcontractors on this project the following provisions of this 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 Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The APPRAISER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of this Agreement.

The APPRAISER understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The APPRAISER shall provide the COUNTY with a copy of the APPRAISER'S Agreement with any SBE subcontractor or any other related documentation upon request.

The APPRAISER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Agreement. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The APPRAISER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The APPRAISER agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

A. APPRAISER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. APPRAISER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.

B. **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 excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. APPRAISER shall provide this coverage on a primary basis.

C. **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. APPRAISER shall provide this coverage on a primary basis.

D. Worker's Compensation Insurance & Employers Liability APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. APPRAISER shall provide this coverage on a primary basis.

E. Professional Liability APPRAISER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or 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 shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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 3 years. APPRAISER shall provide this coverage on a primary basis.

Additional Insured APPRAISER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." APPRAISER shall provide the Additional Insured endorsements coverage on a primary basis.

F. 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 to the policy, then APPRAISER shall agree to 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 specifically prohibits such an endorsement, or which voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

G. Certificate(s) of Insurance Prior to execution of this Agreement, APPRAISER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County

c/o _____

H. Umbrella or Excess Liability If necessary, APPRAISER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or

Employer's Liability. 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.

I. **Right to Review** 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.

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.

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 _____
Steven L. Abrams, Mayor


WITNESS:

APPRAISER:


Signature

Appraisal & Acquisition Consultants, Inc.
Firm Name

Deborah L. Michalick
Name (Type or Print)


Signature

John Underwood
Name (Type or Print)

Pres.
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By _____
County Attorney


By _____
Division Director

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF CALLAWAY AND 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 and 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'S 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 and Price, Inc. for the services described above. Stephen D. Shaw 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 April 21, 2013 through April 20, 2014, 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.

To the extent allowed by Chapter 119, Florida Statutes, 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.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees, costs and expenses, 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.

All of the APPRAISER'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety, and security.

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, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within three (3) years following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER represents that it presently 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 and the Palm Beach County Code of Ethics. The APPRAISER further represents that no person having any such conflict of interest shall be employed for said performance of services.

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 estimating and performing the work for at least three (3) years after completion or termination 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. Palm

Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPRAISER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation or gender identity and expression.

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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or APPRAISER.

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., Assistant Director
Roadway Production Division
Department of Engineering & Public Works
2300 North Jog Road - 3rd Floor, West Wing
West Palm Beach, Florida 33411

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

Name of Firm: Callaway and Price, Inc.
Name of Person: Stephen D. Shaw, MAI
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 subcontractors 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 enterprises for participation in subcontracting opportunities. If the APPRAISER uses any subcontractors on this project the following provisions of this 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 Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The APPRAISER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of this Agreement.

The APPRAISER understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The APPRAISER shall provide the COUNTY with a copy of the APPRAISER'S Agreement with any SBE subcontractor or any other related documentation upon request.

The APPRAISER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Agreement. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The APPRAISER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The APPRAISER agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

A. APPRAISER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. APPRAISER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.

B. **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 excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. APPRAISER shall provide this coverage on a primary basis.

C. **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. APPRAISER shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. APPRAISER shall provide this coverage on a primary basis.

E. **Professional Liability** APPRAISER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or 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 shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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 3 years. APPRAISER shall provide this coverage on a primary basis.

Additional Insured APPRAISER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." APPRAISER shall provide the Additional Insured endorsements coverage on a primary basis.

F. **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 to the policy, then APPRAISER shall agree to 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 specifically prohibits such an endorsement, or which voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance** Prior to execution of this Agreement, APPRAISER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County

c/o _____

H. **Umbrella or Excess Liability** If necessary, APPRAISER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or

Employer's Liability. 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.

I. **Right to Review** 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.

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.

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
Joyce Parmelee
Name (Type or Print)

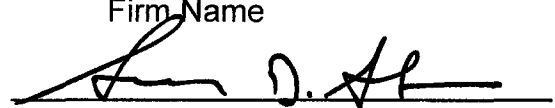
APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Steven L. Abrams, Mayor

APPRAISER:

Callaway and Price, Inc.
Firm Name

Signature

Stephen D. Shaw
Name (Type or Print)
V.P.
Title

APPROVED AS TO TERMS AND
CONDITIONS


By _____
Division Director

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF CARDO APPRAISAL GROUP, LLC.

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 Cardo Appraisal Group, LLC. 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'S 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 Cardo Appraisal Group, LLC. for the services described above. Frank J. Cardo 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 April 21, 2013 through April 20, 2014, 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.

To the extent allowed by Chapter 119, Florida Statutes, 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.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees, costs and expenses, 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.

All of the APPRAISER'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety, and security.

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, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within three (3) years following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER represents that it presently 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 and the Palm Beach County Code of Ethics. The APPRAISER further represents that no person having any such conflict of interest shall be employed for said performance of services.

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 estimating and performing the work for at least three (3) years after completion or termination 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. Palm

Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPRAISER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation or gender identity and expression.

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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or APPRAISER.

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., Assistant Director
Roadway Production Division
Department of Engineering & Public
Works
2300 North Jog Road - 3rd Floor, West
Wing West Palm Beach, Florida 33411

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

Name of Firm: Cardo Appraisal Group, LLC.
Name of Person: Frank J. Cardo, MAI
Address: 2385 NW Executive Center Dr.
Suite 100
Boca Raton, FL 33431

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 subcontractors 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 enterprises for participation in subcontracting opportunities. If the APPRAISER uses any subcontractors on this project the following provisions of this 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 Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The APPRAISER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of this Agreement.

The APPRAISER understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The APPRAISER shall provide the COUNTY with a copy of the APPRAISER'S Agreement with any SBE subcontractor or any other related documentation upon request.

The APPRAISER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Agreement. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The APPRAISER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The APPRAISER agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

A. APPRAISER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. APPRAISER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.

B. **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 excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. APPRAISER shall provide this coverage on a primary basis.

C. **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. APPRAISER shall provide this coverage on a primary basis.

D. Worker's Compensation Insurance & Employers Liability APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. APPRAISER shall provide this coverage on a primary basis.

E. Professional Liability APPRAISER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or 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 shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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 3 years. APPRAISER shall provide this coverage on a primary basis.

Additional Insured APPRAISER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." APPRAISER shall provide the Additional Insured endorsements coverage on a primary basis.

F. 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 to the policy, then APPRAISER shall agree to 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 specifically prohibits such an endorsement, or which voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

G. Certificate(s) of Insurance Prior to execution of this Agreement, APPRAISER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County

c/o _____

H. Umbrella or Excess Liability If necessary, APPRAISER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or

Employer's Liability. 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.

I. **Right to Review** 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.

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 with 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.

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:

Sherry Wilcox
Signature

Sherry Wilcox
Name (Type or Print)

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Steven L. Abrams, Mayor

APPRAISER:

Cardo Appraisal Group, LLC.
Firm Name

Frank J. Cardo
Signature

FRANK J. CARDO
Name (Type or Print)

Pres./Managing Member
Title

APPROVED AS TO TERMS AND
CONDITIONS

By Ornelio A. Fernandez
Division Director

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'S 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. Diane Jenkins 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 April 21, 2013 through April 20, 2014, 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.

To the extent allowed by Chapter 119, Florida Statutes, 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.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees, costs and expenses, 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.

All of the APPRAISER'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety, and security.

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, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within three (3) years following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER represents that it presently 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 and the Palm Beach County Code of Ethics. The APPRAISER further represents that no person having any such conflict of interest shall be employed for said performance of services.

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 estimating and performing the work for at least three (3) years after completion or termination 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. Palm

Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPRAISER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation or gender identity and expression.

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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or APPRAISER.

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:

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

L. Morton Rose, P.E., Assistant Director
Roadway Production Division
Department of Engineering & Public
Works
2300 North Jog Road - 3rd Floor, West
Wing West Palm Beach, Florida 33411

Name of Firm: Jenkins Appraisal Services, Inc.
Name of Person: Diane Jenkins
Address: 8259 North Military Trail
Suite 11
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 subcontractors 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 enterprises for participation in subcontracting opportunities. If the APPRAISER uses any subcontractors on this project the following provisions of this 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 Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The APPRAISER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of this Agreement.

The APPRAISER understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The APPRAISER shall provide the COUNTY with a copy of the APPRAISER'S Agreement with any SBE subcontractor or any other related documentation upon request.

The APPRAISER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Agreement. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The APPRAISER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The APPRAISER agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

A. APPRAISER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. APPRAISER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.

B. **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 excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. APPRAISER shall provide this coverage on a primary basis.

C. **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. APPRAISER shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. APPRAISER shall provide this coverage on a primary basis.

E. **Professional Liability** APPRAISER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or 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 shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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 3 years. APPRAISER shall provide this coverage on a primary basis.

Additional Insured APPRAISER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." APPRAISER shall provide the Additional Insured endorsements coverage on a primary basis.

F. **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 to the policy, then APPRAISER shall agree to 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 specifically prohibits such an endorsement, or which voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance** Prior to execution of this Agreement, APPRAISER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County

c/o _____

H. **Umbrella or Excess Liability** If necessary, APPRAISER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or

Employer's Liability. 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.

I. **Right to Review** 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.

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 with 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.

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 _____
Steven L. Abrams, **Mayor**

WITNESS:



Signature
Timothy S. Holden
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 _____
Division Director

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'S 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. Michael R. Ford 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 April 21, 2013 through April 20, 2014, 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.

To the extent allowed by Chapter 119, Florida Statutes, 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.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees, costs and expenses, 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.

All of the APPRAISER'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety, and security.

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, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within three (3) years following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER represents that it presently 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 and the Palm Beach County Code of Ethics. The APPRAISER further represents that no person having any such conflict of interest shall be employed for said performance of services.

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 estimating and performing the work for at least three (3) years after completion or termination 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. Palm

Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPRAISER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation or gender identity and expression.

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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or APPRAISER.

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:

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

L. Morton Rose, P.E., Assistant Director
Roadway Production Division
Department of Engineering & Public
Works
2300 North Jog Road - 3rd Floor, West
Wing West Palm Beach, Florida 33411

Name of Firm: M.R. Ford & Associates, Inc.
Name of Person: Michael R. Ford, MAI, SRA
Address: 8259 North Military Trail, Suite 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 subcontractors 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 enterprises for participation in subcontracting opportunities. If the APPRAISER uses any subcontractors on this project the following provisions of this 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 Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The APPRAISER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of this Agreement.

The APPRAISER understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The APPRAISER shall provide the COUNTY with a copy of the APPRAISER'S Agreement with any SBE subcontractor or any other related documentation upon request.

The APPRAISER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Agreement. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The APPRAISER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The APPRAISER agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

A. APPRAISER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. APPRAISER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.

B. **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 excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. APPRAISER shall provide this coverage on a primary basis.

C. **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. APPRAISER shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. APPRAISER shall provide this coverage on a primary basis.

E. **Professional Liability** APPRAISER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or 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 shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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 3 years. APPRAISER shall provide this coverage on a primary basis.

Additional Insured APPRAISER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." APPRAISER shall provide the Additional Insured endorsements coverage on a primary basis.

F. **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 to the policy, then APPRAISER shall agree to 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 specifically prohibits such an endorsement, or which voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance** Prior to execution of this Agreement, APPRAISER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
c/o _____

H. **Umbrella or Excess Liability** If necessary, APPRAISER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or

Employer's Liability. 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.

I. **Right to Review** 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.

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.

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 _____
Steven L. Abrams, **Mayor**

WITNESS:

APPRAISER:

M.R. Ford
Signature

M.R. Ford and Associates, Inc.
Firm Name

Susan P. Ford
Name (Type or Print)

M.R. Ford
Signature

M.R. Ford
Name (Type or Print)

Pres.
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By _____
County Attorney

Donna A. Fernandez
By _____
Division Director

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF PARRISH AND EDWARDS, 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 Parrish and Edwards, 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'S 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 Parrish and Edwards, Inc., for the services described above. Brian G. Edwards 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 April 21, 2013 through April 20, 2014, 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.

To the extent allowed by Chapter 119, Florida Statutes, 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.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees, costs and expenses, 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.

All of the APPRAISER'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety, and security.

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, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within three (3) years following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER represents that it presently 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 and the Palm Beach County Code of Ethics. The APPRAISER further represents that no person having any such conflict of interest shall be employed for said performance of services.

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 estimating and performing the work for at least three (3) years after completion or termination 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. Palm

Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPRAISER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation or gender identity and expression.

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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or APPRAISER.

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:

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

L. Morton Rose, P.E., Assistant Director
Roadway Production Division
Department of Engineering & Public
Works
2300 North Jog Road - 3rd Floor, West
Wing West Palm Beach, Florida 33411

Name of Firm: Parrish and Edwards, Inc.
Name of Person: Brian G. "Brig" Edwards, MAI
Address: 3418 W. Mallory Boulevard
Jupiter, FL 33458

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/MWBE) 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 subcontractors 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 enterprises for participation in subcontracting opportunities. If the APPRAISER uses any subcontractors on this project the following provisions of this 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 Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The APPRAISER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of this Agreement.

The APPRAISER understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The APPRAISER shall provide the COUNTY with a copy of the APPRAISER'S Agreement with any SBE subcontractor or any other related documentation upon request.

The APPRAISER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Agreement. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The APPRAISER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-MWBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The APPRAISER agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

A. APPRAISER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. APPRAISER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.

B. **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 excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. APPRAISER shall provide this coverage on a primary basis.

C. **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. APPRAISER shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. APPRAISER shall provide this coverage on a primary basis.

E. **Professional Liability** APPRAISER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or 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 shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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 3 years. APPRAISER shall provide this coverage on a primary basis.

Additional Insured APPRAISER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." APPRAISER shall provide the Additional Insured endorsements coverage on a primary basis.

F. **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 to the policy, then APPRAISER shall agree to 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 specifically prohibits such an endorsement, or which voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance** Prior to execution of this Agreement, APPRAISER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County

c/o _____

H. **Umbrella or Excess Liability** If necessary, APPRAISER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or

Employer's Liability. 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.

I. **Right to Review** 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.

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 with 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.

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

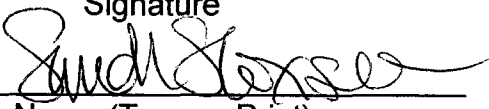
PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

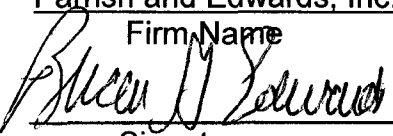
By _____
Deputy Clerk

By _____
Steven L. Abrams, Mayor

WITNESS:

APPRAISER:

Signature

Name (Type or Print)
SANDRA SAXSON

Parrish and Edwards, Inc.
Firm Name

Signature
Brian G. Edwards
Name (Type or Print)
VP
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By 
Division Director

APPRAISER AGREEMENT BETWEEN PALM BEACH COUNTY AND THE APPRAISAL FIRM OF REAL ESTATE ANALYSTS, LLC

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, LLC, 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'S 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, LLC, for the services described above. Christopher Mafera 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 April 21, 2013 through April 20, 2014, 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.

To the extent allowed by Chapter 119, Florida Statutes, 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.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees, costs and expenses, 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.

All of the APPRAISER'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety, and security.

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, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within three (3) years following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER represents that it presently 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 and the Palm Beach County Code of Ethics. The APPRAISER further represents that no person having any such conflict of interest shall be employed for said performance of services.

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 estimating and performing the work for at least three (3) years after completion or termination 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. Palm

Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPRAISER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation or gender identity and expression.

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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or APPRAISER.

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:

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

L. Morton Rose, P.E., Assistant Director
Roadway Production Division
Department of Engineering & Public
Works
2300 North Jog Road - 3rd Floor, West
Wing West Palm Beach, Florida 33411

Name of Firm: Real Estate Analysts, LLC
Name of Person: Christopher Mafera, ASA
Address: 810 Saturn Street, Suite 22
Jupiter, FL 33477

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 subcontractors 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 enterprises for participation in subcontracting opportunities. If the APPRAISER uses any subcontractors on this project the following provisions of this 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 Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The APPRAISER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of this Agreement.

The APPRAISER understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The APPRAISER shall provide the COUNTY with a copy of the APPRAISER'S Agreement with any SBE subcontractor or any other related documentation upon request.

The APPRAISER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Agreement. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The APPRAISER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The APPRAISER agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

A. APPRAISER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. APPRAISER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.

B. **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 excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. APPRAISER shall provide this coverage on a primary basis.

C. **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. APPRAISER shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. APPRAISER shall provide this coverage on a primary basis.

E. **Professional Liability** APPRAISER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or 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 shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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 3 years. APPRAISER shall provide this coverage on a primary basis.

Additional Insured APPRAISER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." APPRAISER shall provide the Additional Insured endorsements coverage on a primary basis.

F. **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 to the policy, then APPRAISER shall agree to 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 specifically prohibits such an endorsement, or which voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance** Prior to execution of this Agreement, APPRAISER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County

c/o _____

H. **Umbrella or Excess Liability** If necessary, APPRAISER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or

Employer's Liability. 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.

I. **Right to Review** 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.

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.

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.


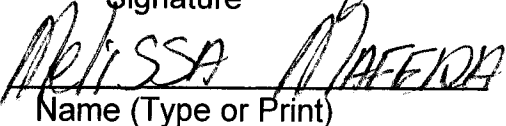
ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

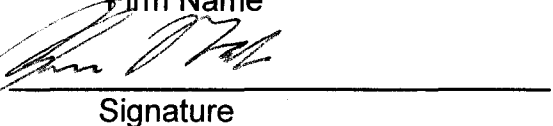
By _____
Deputy Clerk

By _____
Steven L. Abrams, Mayor

WITNESS:


Signature

Name (Type or Print)

APPRAISER:

Real Estate Analysts, LLC
Firm Name

Signature
Christopher Mafeda
Name (Type or Print)
Managing Member
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS


By _____
Division Director

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'S 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. Philip M. Holden 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 April 21, 2013 through April 20, 2014, 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.

To the extent allowed by Chapter 119, Florida Statutes, 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.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees, costs and expenses, 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.

All of the APPRAISER'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety, and security.

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, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within three (3) years following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER represents that it presently 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 and the Palm Beach County Code of Ethics. The APPRAISER further represents that no person having any such conflict of interest shall be employed for said performance of services.

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 estimating and performing the work for at least three (3) years after completion or termination 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. Palm

Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPRAISER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation or gender identity and expression.

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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or APPRAISER.

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., Assistant Director
Roadway Production Division
Department of Engineering & Public
Works
2300 North Jog Road - 3rd Floor, West
Wing West Palm Beach, Florida 33411

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

Name of Firm: S.F. Holden, Inc.
Name of Person: Philip M. Holden, MAI
Address: 8259 North Military Trail
Suite 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 subcontractors 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 enterprises for participation in subcontracting opportunities. If the APPRAISER uses any subcontractors on this project the following provisions of this 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 Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The APPRAISER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of this Agreement.

The APPRAISER understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The APPRAISER shall provide the COUNTY with a copy of the APPRAISER'S Agreement with any SBE subcontractor or any other related documentation upon request.

The APPRAISER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Agreement. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The APPRAISER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The APPRAISER agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

A. APPRAISER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. APPRAISER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.

B. **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 excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. APPRAISER shall provide this coverage on a primary basis.

C. **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. APPRAISER shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. APPRAISER shall provide this coverage on a primary basis.

E. **Professional Liability** APPRAISER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or 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 shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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 3 years. APPRAISER shall provide this coverage on a primary basis.

Additional Insured APPRAISER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." APPRAISER shall provide the Additional Insured endorsements coverage on a primary basis.

F. **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 to the policy, then APPRAISER shall agree to 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 specifically prohibits such an endorsement, or which voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance** Prior to execution of this Agreement, APPRAISER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County

c/o _____

H. **Umbrella or Excess Liability** If necessary, APPRAISER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or

Employer's Liability. 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.

I. **Right to Review** 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.

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.

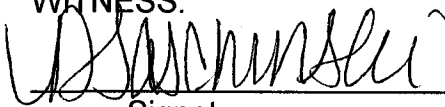
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the person listed in Article 2 as key personnel has hereunto set his/her hand on behalf of the APPRAISER.

ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Steven L. Abrams, **Mayor**

WITNESS:

Signature
Dawn Jaschinski
Name (Type or Print)

APPRAISER:

S.F. Holden, Inc.
Firm Name
Philip Holden
Signature
Name (Type or Print)
Pres
Title

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS


By _____
Division Director

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'S 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. Glen Spivey 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 April 21, 2013 through April 20, 2014, 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.

To the extent allowed by Chapter 119, Florida Statutes, 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.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees, costs and expenses, 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.

All of the APPRAISER'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety, and security.

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, or due to inaccurate representation of fees paid to outside consultants. The COUNTY shall exercise its rights under the "Certificate" within three (3) years following final payment.

ARTICLE 11 - CONFLICT OF INTEREST

The APPRAISER represents that it presently 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 and the Palm Beach County Code of Ethics. The APPRAISER further represents that no person having any such conflict of interest shall be employed for said performance of services.

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 estimating and performing the work for at least three (3) years after completion or termination 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. Palm

Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPRAISER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation or gender identity and expression.

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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or APPRAISER.

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:

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

L. Morton Rose, P.E., Assistant Director
Roadway Production Division
Department of Engineering & Public
Works
2300 North Jog Road - 3rd Floor, West
Wing West Palm Beach, Florida 33411

Name of Firm: The Spivey Group, Inc.
Name of Person: Glen Spivey, MAI
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 subcontractors 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 enterprises for participation in subcontracting opportunities. If the APPRAISER uses any subcontractors on this project the following provisions of this 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 Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The APPRAISER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of this Agreement.

The APPRAISER understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The APPRAISER shall provide the COUNTY with a copy of the APPRAISER'S Agreement with any SBE subcontractor or any other related documentation upon request.

The APPRAISER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Agreement. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The APPRAISER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The APPRAISER agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 23 - INSURANCE

A. APPRAISER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. APPRAISER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.

B. **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 excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. APPRAISER shall provide this coverage on a primary basis.

C. **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. APPRAISER shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** APPRAISER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. APPRAISER shall provide this coverage on a primary basis.

E. **Professional Liability** APPRAISER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or 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 shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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 3 years. APPRAISER shall provide this coverage on a primary basis.

Additional Insured APPRAISER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." APPRAISER shall provide the Additional Insured endorsements coverage on a primary basis.

F. **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 to the policy, then APPRAISER shall agree to 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 specifically prohibits such an endorsement, or which voids coverage should APPRAISER enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance** Prior to execution of this Agreement, APPRAISER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
c/o _____

H. **Umbrella or Excess Liability** If necessary, APPRAISER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or

Employer's Liability. 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.

I. **Right to Review** 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.

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 with 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.

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 _____
Steven L. Abrams, **Mayor**

WITNESS:

APPRAISER:



Signature

The Spivey Group, Inc.

Firm Name

Erin Minnick

Name (Type or Print)



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 _____
Division Director