

RESOLUTION NO. 2019 - 179

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACT WITH FLORIDA VALUATION GROUP, INC. UNDER RFQ 15-59; APPRAISAL AND APPRAISAL RELATED SERVICES TO CBRE, INC.**

**RECITALS**

**WHEREAS**, the County desires to assign the existing contract with Florida Valuation Group, Inc. under RFQ No. 15-59; Appraisal and Appraisal Related Services to CBRE, Inc.; and

**WHEREAS**, the assignment shall be governed by the terms and conditions of the contract awarded to Florida Valuation Group, Inc., under RFQ No. 15-59; and

**WHEREAS**, the contract is being funded by the County; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to assign the contract with Florida Valuation Group, Inc., under RFQ No. 15-59 to CBRE, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute an assignment agreement in substantially the same form and format as attached hereto to CBRE, Inc. on behalf of the County for professional appraisal and appraisal related services as specifically provided in the Contract Documents associated with RFQ No. 15-59.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 21<sup>st</sup> day of May, 2019.

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By: Paul M. Waldron  
Paul M. Waldron, Chair

**ATTEST:** Hunter S. Conrad, Clerk

By: Pam Halterman  
Deputy Clerk

**RENDITION DATE** 5/23/19



CONSENT TO ASSIGNMENT  
Appraisal and Appraisal Related Services  
Master Contract 15-MAS-FLO-06528

This Consent to Assignment Agreement (Agreement) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between St. Johns County (County), a political subdivision of the State of Florida, and **CBRE, Inc.**, a company authorized to do business in the State of Florida, (Assignee). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract 15-MAS-FLO-06528, dated as of August 25, 2015.

WHEREAS, Consultant and Assignee wish to transfer and assign to the Assignee all of the Consultant's rights and interests in and to, and obligations under Master Contract 15-MAS-FLO-06528, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 13 of Master Contract 15-MAS-FLO-06528, the Consultant may not assign any of its rights, interests or obligations under the such agreement, directly or indirectly (by operation of law or otherwise), without the prior written approval of the County; and

WHEREAS, on March 22, 2019, Consultant provided its written request to the assignment of all of its rights, interests and obligations in Master Contract 15-MAS-FLO-06528 to the Assignee (*see* Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Article 13 of Master Contract 15-MAS-FLO-06528, the County approves assignment of the Consultant's rights, interests and obligations under such agreement, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption. The County hereby approves assignment of Master Contract 15-MAS-FLO-06528 to Assignee, who shall acquire all of the Consultant's rights, interests, obligations and duties as set forth in such agreement. By execution of this Agreement, Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Consultant as provided in Master Contract 15-MAS-FLO-06528.
2. Incorporation of Terms and Conditions. Master Contract 15-MAS-FLO-06528 is hereby incorporated into and made part of this Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provision contained in Master Contract 15-MAS-FLO-06528 shall remain in full force and effect.
3. Effectiveness. This Assignment Agreement shall be effective as of the date first set forth above.
4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
5. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the County and Assignee have executed this Assignment Agreement as of the dates first set forth below.

**COUNTY:**

St. Johns County, FL  
County Name

\_\_\_\_\_  
Signature by County Representative

Jaime T. Locklear, MPA, CPPO, CPPB, FCM  
Printed Name – County Representative

Purchasing Manager  
Printed Title – County Representative

\_\_\_\_\_  
Date of Signature

**ASSIGNEE:**

CBRE, Inc.  
Company Name

\_\_\_\_\_  
Signature by Assignee Representative

\_\_\_\_\_  
Printed Name Assignee Representative

\_\_\_\_\_  
Printed Title – Assignee Representative

\_\_\_\_\_  
Date of Signature

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**ATTEST:  
ST. JOHNS COUNTY, FL  
CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date



# FLORIDA VALUATION

Nick Chop, MAI, R/W-AC  
Director- Southeast Division  
Right of Way Practice Leader

CBRE, Inc.  
806 Riverside Avenue  
Jacksonville, FL 32204  
+1 904 296 3000 Tel  
[Nick.Chop@cbre.com](mailto:Nick.Chop@cbre.com)  
[www.cbre.com](http://www.cbre.com)

3/22/2019

Ms. Diana M Fye, AS, CPPB  
St. Johns County BOCC  
500 San Sebastian View  
St. Augustine, FL 32084

Re: *Nick Chop/15-MAS-FLO-06528 under RFQ 15-59 SENT VIA EMAIL to\_Dfye@sjcfl.us*

Ms. Fye:

I am writing to make you aware that Florida Valuation Group, Inc. has been acquired by CBRE, Inc.

I am requesting a name change from Florida Valuation Group, Inc. to CBRE, Inc. and/or for CBRE, Inc. to be added as a subcontractor or for contract 15-MAS-FLO-06528 under RFQ 15. Florida Valuation remains a corporation and will have continuous insurance coverage.

Please let me know if you need anything else. I look forward to my continuous partnership with the St. Johns County BOCC.

Sincerely,

Nick Chop, MAI, R/W-AC  
Appraiser of Record, District Four



James E. Agner, MAI, AI-  
GRS, SGA, MRICS

Senior Managing Director

CBRE, Inc.  
777 Brickell Ave, Suite 1100  
Miami, FL 33131  
+1 305 381 6480 Tel

james.agner@cbre.com  
www.cbre.com

3/22/2019

Ms. Diana M Fye, AS, CPPB  
St. Johns County BOCC  
500 San Sebastian View  
St. Augustine, FL 32084

Re: Nick Chop/15-MAS-FLO-06528 under RFQ 15-59 SENT VIA EMAIL to Dfye@sjcfl.us

Ms. Fye:

I am writing to acknowledge that Florida Valuation Group, Inc. has been acquired by CBRE, Inc. I am requesting a name change from Florida Valuation Group, Inc. to CBRE, Inc. and/or for CBRE, Inc. to be added as a subcontractor or for contract 15-MAS-FLO-06528 under RFQ 15. Nick Chop will still be primary contact and will serve as agent for CBRE, Inc.

Florida Valuation remains a corporation and will have continuous insurance coverage; however, attached please find a copy of CBRE, Inc. COI for your records.

Please let me know if you need anything else. I look forward to a wonderful partnership with the St. Johns County BOCC.

Sincerely,

A handwritten signature in black ink that reads 'James E. Agner'.

James E. Agner  
Senior Managing Director  
As agent for CBRE, Inc.



**St. Johns County Board of County Commissioners**

**Purchasing Division**

**CONTRACT AMENDMENT NO: 01**

RFQ No: 15-59 Appraisal and Appraisal Related Services  
Master Contract No: 15-MAS-FLO-06528

**Consultant:** Florida Valuation Group, Inc  
121 W. Forsyth St., Suite 1000  
Jacksonville, FL 32202

Date: June 20, 2018


Contract Amendment No: 01 is hereby issued to amend the above referenced Master Contract as follows:

1. Contract Renewal Option 1 of 3 is hereby being exercised by St. Johns County.
2. The contract time is hereby extended for a period of one (1) calendar year from August 25, 2018 through and until 11:59pm Eastern Daylight Saving Time (EDST) on August 24, 2019.
3. No changes to the hourly rates are granted by this Amendment.

St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated August 25, 2015.

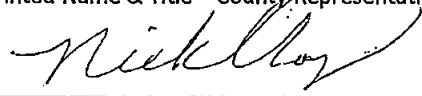
With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Consultant acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Consultant have executed this Amendment on the dates below noted.

  
 \_\_\_\_\_  
 Signature of County Representative

6/21/18  
 Date

Jaime T. Locklear, MPA, CPPB, FCCM, Purchasing Manager  
 Printed Name & Title – County Representative

  
 \_\_\_\_\_  
 Signature of Consultant Representative

6/20/2018  
 ST. JOHNS COUNTY

Nick Chop, MAI, R/W-AC  
 Printed Name & Title

JUN 21 '18  
 PURCHASING

**End of Amendment No: 01**



St. Johns County Board of County Commissioners

Purchasing Division

June 22, 2018

Mr. Nick Chop, MAI, R/W-AC  
Florida Valuation Group, Inc.  
806 Riverside Avenue  
Jacksonville, FL 32204

Re: Contract Amendment #1 to RFQ No. 15-59, Appraisal and Appraisal Related Services  
(Master Contract No. 15-MAS-FLO-06528)

Dear Mr. Chop:

Please find enclosed a fully executed copy of Amendment No. 1 for Renewal Option 1 of 3 for the above referenced contract.

Also, would you please send me a current copy of your firm's Certificate of Liability Insurance, listing St. Johns County as Additional Insured, as required by the original executable contract?

If you have any questions, please feel free to call me at 904-209-0162 or e-mail me at [dfye@sjcfl.us](mailto:dfye@sjcfl.us).

Sincerely,

A handwritten signature in cursive script, appearing to read "Diana M. Fye".

Diana M. Fye  
Procurement Coordinator

cc: Master File

**Diana Fye**

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**From:** Diana Fye  
**Sent:** Friday, June 22, 2018 11:46 AM  
**To:** 'Nick Chop'  
**Cc:** Debbie Taylor; Joyce Jolley  
**Subject:** RFQ 15-59 Executed Contract Renewal  
**Attachments:** 15-59 CA\_01 CTR REN 01 - Executed - Florida Valuation.pdf

Good Morning, Mr. Chop.

Attached is an executed copy of Contract Renewal 1 of 3 for RFQ 15-59 Appraisal and Appraisal Related Services.

I will mail you an executed copy of the renewal.

*Regards,*

***Diana M. Fye, AS, CPPB***  
*Procurement Coordinator*  
*St. Johns County BOCC*  
*Purchasing Division*  
*500 San Sebastian View*  
*St. Augustine, FL 32084*  
*Phone: 904-209-0162 | Fax: 904-209-0163*  
*[dfye@sjcfl.us](mailto:dfye@sjcfl.us) | [www.sjcfl.us](http://www.sjcfl.us)*

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

**Diana Fye**

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**From:** Diana Fye  
**Sent:** Wednesday, June 20, 2018 9:47 AM  
**To:** 'nchop@floridavaluation.com'  
**Subject:** Contract Renewal for RFQ 15-59 Appraisal and Appraisal Related Services  
**Attachments:** 15-59 CA\_01 CTR REN 01 - Florida Valuation.pdf

Good Morning, Mr. Chop.

Attached is Contract Renewal 1 of 3 for RFQ 15-59 Appraisal and Appraisal Related Services.

Please print three (3) copies, sign and date them, and mail them back to me at the address below. Once I have all the required signatures I will send you an executed copy.

*Regards,*

***Diana M. Fye, AS, CPPB***  
*Procurement Coordinator*  
*St. Johns County BOCC*  
*Purchasing Division*  
*500 San Sebastian View*  
*St. Augustine, FL 32084*  
*Phone: 904-209-0162 | Fax: 904-209-0163*  
*[dfye@sjcfl.us](mailto:dfye@sjcfl.us) | [www.sjcfl.us](http://www.sjcfl.us)*

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**FLORIDA  
VALUATION**

*Via Email: dfye@sjcfl.us*

June 18, 2018

Ms. Diana M. Fye, AS, CPPB  
St. Johns County BOCC  
Purchasing Division  
500 San Sebastian View  
St. Augustine, Florida 32084

RE: Contract Renewal for RFQ 15-59 Appraisal and Appraisal Related Services –  
Florida Valuation Group

Dear Ms. Fye:

Per your email dated June 6, 2018, this is my response that it is acceptable to continue Florida Valuation Group's contract with St. Johns County via a contract renewal option.

Respectfully submitted,

Nick Chop, MAI  
Principal  
Cert Gen RZ2660

**Diana Fye**

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**From:** Nick Chop <nchop@floridavaluation.com>  
**Sent:** Monday, June 18, 2018 8:21 AM  
**To:** Diana Fye  
**Subject:** RE: Contract Renewal for RFQ 15-59 Appraisal and Appraisal Related Services - Florida Valuation Group  
**Attachments:** Florida Valuation - Renewal 2018.pdf

Ms. Fye,

Please see attached.

Thank you,

**Nick Chop, MAI, R/W-AC | Principal**

O: 904.296.3000 D: 904.367.2011

Vcard [LinkedIn](#) [nchop@floridavaluation.com](mailto:nchop@floridavaluation.com)

806 Riverside Avenue | Jacksonville, FL 32204

Cert Gen RZ2660

Real Estate Appraisal | Consulting | Eminent Domain | Litigation Support



**FLORIDA  
VALUATION**

[www.FloridaValuation.com](http://www.FloridaValuation.com)

**From:** Diana Fye [mailto:dfye@sjcfl.us]  
**Sent:** Wednesday, June 6, 2018 12:06 PM  
**To:** Nick Chop <nchop@floridavaluation.com>  
**Subject:** Contract Renewal for RFQ 15-59 Appraisal and Appraisal Related Services - Florida Valuation Group

Good Morning, Mr. Chop.

St. Johns County would like to exercise the first of three contract renewal options for **RFQ No. 15-59; Appraisal and Appraisal Related Services** (Master Contract No. 15-MAS-FLO-06528) under the same terms and conditions as the (attached) master contract.

If this is acceptable, would you please provide a letter (on your company letterhead) expressing your company's desire to accept St. Johns County's offer to exercise the first contract renewal option? An e-mail attachment of the letter will suffice.

If you have questions, please feel free to call.

Also, you would you please acknowledge that you have received this e-mail?

Thank you.

*Regards,*

*Diana M. Fye, AS, CPPB*

***Procurement Coordinator***

***St. Johns County BOCC***

***Purchasing Division***

500 San Sebastian View

St. Augustine, FL 32084

***Phone: 904-209-0162 | Fax: 904-209-0163***

***[dfye@sjcfl.us](mailto:dfye@sjcfl.us) | [www.sjcfl.us](http://www.sjcfl.us)***

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**Diana Fye**

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**From:** Diana Fye  
**Sent:** Wednesday, June 06, 2018 12:06 PM  
**To:** 'nchop@floridavaluation.com'  
**Subject:** Contract Renewal for RFQ 15-59 Appraisal and Appraisal Related Services - Florida Valuation Group  
**Attachments:** Executed Master Contract FL Valuation .pdf; FL Valuation Approved Rates 2015.pdf

Good Morning, Mr. Chop.

St. Johns County would like to exercise the first of three contract renewal options for **RFQ No. 15-59; Appraisal and Appraisal Related Services** (Master Contract No. 15-MAS-FLO-06528) under the same terms and conditions as the (attached) master contract.

If this is acceptable, would you please provide a letter (on your company letterhead) expressing your company's desire to accept St. Johns County's offer to exercise the first contract renewal option? An e-mail attachment of the letter will suffice.

If you have questions, please feel free to call.

Also, would you please acknowledge that you have received this e-mail?

Thank you.

*Regards,*

***Diana M. Fye, AS, CPPB***  
*Procurement Coordinator*  
*St. Johns County BOCC*  
*Purchasing Division*  
*500 San Sebastian View*  
*St. Augustine, FL 32084*  
*Phone: 904-209-0162 | Fax: 904-209-0163*  
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**Diana Fye**

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**From:** Debbie Taylor  
**Sent:** Thursday, May 17, 2018 3:56 PM  
**To:** Diana Fye  
**Cc:** Gail Oliver; Joyce Jolley  
**Subject:** RE: Contract Renewals for RFQ 15-59; Appraisal and Appraisal Related Services

Diana,  
Please move forward with the renewals.

*Thank you,  
Debbie Taylor*

*St. Johns County, Land Management Systems  
Real Estate Manager  
500 San Sebastian View  
St. Augustine, Florida 32084  
Phone: 904-209-0796  
Fax: 904-209-0797  
Email: dtaylor@sjcfl.us  
www.sjcfl.us*

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**From:** Gail Oliver  
**Sent:** Thursday, May 17, 2018 3:37 PM  
**To:** Joyce Jolley; Debbie Taylor  
**Subject:** RE: Contract Renewals for RFQ 15-59; Appraisal and Appraisal Related Services

I'll defer to Debbie. I am fine renewing if she is.

Gail Oliver, PLS, County Surveyor  
Land Management Systems Department Director  
St. Johns County, Florida

**From:** Joyce Jolley  
**Sent:** Thursday, May 17, 2018 3:35 PM  
**To:** Gail Oliver <goliver@sjcfl.us>; Debbie Taylor <dtaylor@sjcfl.us>  
**Subject:** FW: Contract Renewals for RFQ 15-59; Appraisal and Appraisal Related Services

Please review.

Thank you,

Joyce Jolley  
Administrative Coordinator  
SJC Land Management Systems

904-209-0798

**From:** Diana Fye  
**Sent:** Thursday, May 17, 2018 3:33 PM  
**To:** Joyce Jolley  
**Subject:** Contract Renewals for RFQ 15-59; Appraisal and Appraisal Related Services

Good Afternoon, Joyce.

The first of three renewal options for the contracts under RFQ 15-59 Appraisal and Appraisal Related Services comes up in August 2018. Please let me know if you wish to renew with the following companies:

- Florida Valuation Group, Inc. (Master Contract 15-MAS-FLO-06528)
- Jones Lang LaSalle Valuation & Advisory Services, LLC (Master Contract 15-MAS-INT-06529)
- Lampe, Roy & Associates, Inc. (Master Contract 15-MAS-LAM-06533)
- Pomeroy Appraisal Associates of Florida Inc. (Master Contract 15-MAS-POM-06534)
- Weigel-Veasey Appraisers, Inc. (Master Contract 15-MAS-WEI-06536)

Thank you.

*Regards,*

***Diana M. Fye, AS, CPPB***  
*Procurement Coordinator*  
*St. Johns County BOCC*  
*Purchasing Division*  
*500 San Sebastian View*  
*St. Augustine, FL 32084*  
*Phone: 904-209-0162 | Fax: 904-209-0163*  
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**CONTINUING CONTRACT  
FOR RFQ 15-66  
APPRAISAL AND APPRAISAL RELATED SERVICES  
ST. JOHNS COUNTY, FLORIDA  
MASTER CONTRACT 15-MAS-FLO-06528**

This Contract is made as of the 25<sup>th</sup> day of August, 2015, by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and Florida Valuation Group, Inc.  an individual,  a corporation,  a partnership, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose address is: 121 W. Forsyth St., Suite 1000, Jacksonville, FL 32202; Phone (904) 296.3000; Fax (904) 296.8722. In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 – CONTRACT DOCUMENTS**

The term CONTRACT DOCUMENTS means and includes the following:

1. RFQ DOCUMENTS AND ALL ADDENDA (EXHIBIT A)
2. CONSULTANT'S RESPONSE TO RFQ AND PROPOSAL (EXHIBIT B)
3. CONTINUING CONTRACT AGREEMENT NUMBER 15-MAS-FLO-06528
4. ATTACHMENTS
5. NOTICE OF AWARD
6. INSURANCE CERTIFICATES
7. CONSULTANT PERFORMANCE REVIEW
8. TASK ORDERS
9. CHANGE ORDERS
10. AMENDMENTS
11. CONSULTANT'S RATE SHEET / FEE SCHEDULE (EXHIBIT C)

**ARTICLE 2 – SERVICES**

- a. The CONSULTANT's responsibility under this Contract is to provide professional and consultation services as set forth in Exhibits A and B in the area of Appraisal and Appraisal Related Services for St. Johns County on an as-needed basis for the duration of this Contract (the Services). The scope of such Services shall be detailed and performed in accordance with the provisions of a Task Order issued by the County for each project, and subject to the terms and conditions contained in the Contract Documents. Each Task Order issued under this Contract shall identify a representative of the COUNTY who shall provide direction to CONSULTANT in connection with services performed under the Task Order (the County Representative).
- b. The CONSULTANT shall perform the Services under the general direction of the County Representative.
- c. For each project, the CONSULTANT shall submit to the County Representative a detailed scope of work, a detailed cost estimate, and a project schedule on the CONSULTANT's letterhead. If a subcontractor is performing any work related to the Services, then the CONSULTANT shall submit documentation of the subcontractor's services and fees.

**ARTICLE 3 – SCHEDULE** - The COUNTY and the CONSULTANT shall mutually approve each project schedule. Upon mutual approval, the project schedule shall be attached to and incorporated into each Task Order.

**ARTICLE 4 – COMPENSATION and BILLING/INVOICING**

- a. The COUNTY shall pay as compensation to the CONSULTANT for services satisfactorily performed, in accordance with the terms, rates and fees provided in each Task Order issued.
- b. It is expressly understood that the CONSULTANT's compensation is based upon the CONSULTANT adhering to performance of the Services detailed in the Contract Documents. As such, the CONSULTANT's compensation is dependent upon satisfactory performance and delivery of all work product and deliverables noted in the Contract Documents.
- c. To the extent that the CONSULTANT is not in violation with any material aspect of this Agreement, and has not received a notice of termination of this Contract from the County, then the CONSULTANT may bill the County in accordance with the payment schedule provided in each issued Task Order.
- d. Although there is no billing form or format pre-approved by either the COUNTY, or the CONSULTANT, bills submitted by the CONSULTANT shall reference this Contract, the applicable Task Order number and a detailed

written report of the work completed in connection with the Services. A sample billing form is attached to this Contract as EXHIBIT D. The CONSULTANT is not required to use the sample billing form; however, if a bill from the CONSULTANT does not contain sufficient information to connect it to work performed pursuant to this agreement, the County may return the bill to the CONSULTANT, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill.

- e. Bills shall be delivered to the County Representative unless the County Representative directs the CONSULTANT in writing to deliver the bills elsewhere.
- f. Upon receipt and verification of the CONSULTANT's bill, the County shall process the bill, and forward payment to the CONSULTANT within thirty (30) days of verification.
- g. In order for both parties to close their books and records, the CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final billing to the COUNTY for any Task Order issued under this Contract, and indicate that all Services under that Task Order have been performed, all charges and costs for the Task Order have been invoiced to St. Johns County, and there is no further work to be performed under the Task Order.
- h. Acceptance of the final payment by the CONSULTANT shall constitute a release of all claims against the COUNTY arising from this Contract.
- i. Labor Unit rates established on the Effective Date of this Contract may be adjusted once annually and shall be reflected in the first Task Order issued after each anniversary date (12 calendar months) of this Contract. The reference index used to determine the amount of rate adjustment shall be the Bureau of Labor Statistics unadjusted Consumer Price Index for all items for All Urban Consumers (CPI-U), U. S. City Average, published immediately prior to the contract anniversary date. The current index, June, 2015 is 238.638.

**ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE** - By executing this Contract, the CONSULTANT certifies that the wage rates and other factual unit costs supporting the compensation provided in this Contract are accurate, complete, and current as of the Effective Date of this Contract. Such rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates, factual unit costs, or inaccurate representations of fees paid to outside consultants. The COUNTY may exercise its rights under this Article within one (1) year following the end of this Contract.

#### **ARTICLE 6 - TERMINATION**

- a. This Agreement may be terminated upon either the COUNTY or the CONSULTANT providing at least thirty (30) days advance written notice to the other party of such notice of termination. Such written notification shall indicate that either the COUNTY or the CONSULTANT intends to terminate this Contract no less than thirty (30) days from the date of notification and shall provide a date of termination. Consistent with other provisions of this Contract, the CONSULTANT shall be compensated for any services or expenses that are both authorized under this Contract and that are performed or accrue up to the termination of this Contract.
- b. Upon the CONSULTANT's receipt a Notice of Termination by the COUNTY, except as otherwise directed by the COUNTY, the CONSULTANT shall:
  - i. Stop work on the date and to the extent specified;
  - ii. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
  - iii. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY; and
  - iv. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 7 - PERSONNEL**

- a. The CONSULTANT represents that it has or that it shall secure, at its own expense, all necessary personnel required to perform the Services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- b. All of the Services required hereunder shall be performed by the CONSULTANT or under the CONSULTANT's supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable State and Local law to perform such Services.
- c. Any changes or substitutions in the CONSULTANT's key personnel, as listed in Exhibit C, must be made known to the COUNTY in accordance with Article 32 of this Contract, and written approval must be granted by the COUNTY before said change or substitution may become effective.
- d. The CONSULTANT agrees that all Services shall be performed by skilled & competent personnel in a manner consistent with that degree of care & skill ordinarily used by members of the same profession currently practicing

under similar circumstances.

**ARTICLE 8 - SUBCONTRACTING**

- a. The CONSULTANT shall obtain the COUNTY's consent prior to engaging any subcontractor to perform work under this Agreement. Such consent shall not be unreasonably withheld. 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 the Services described in this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.
- b. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

**ARTICLE 9 - FEDERAL AND STATE TAX**

- a. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY shall provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.
- b. The CONSULTANT shall be solely responsible for payment of CONSULTANT's FICA and Social Security benefits with respect to performance under this Contract.

**ARTICLE 10 - AVAILABILITY OF FUNDS** - The CONSULTANT acknowledges that the COUNTY's obligations under this agreement are contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this agreement shall not exceed the amount appropriated in the COUNTY's budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this contract during any given fiscal year.

**ARTICLE 11 - INSURANCE** - CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this section & such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. CONSULTANT shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate shall clearly indicate the CONSULTANT has obtained insurance of the type, amount, & classification as required by contract. Insurance policies shall be endorsed to provide the COUNTY ten (10) days prior written notice of any cancellation, non-renewal, or reduction in coverage. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation & Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability & obligations under this Contract.

Certificate Holder Address:           St. Johns County, a political subdivision of the State of Florida  
  500 San Sebastian View  
  St. Augustine, FL 32084

- a. Insurance Requirements: The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

The CONSULTANT shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONSULTANT shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by a CONSULTANT.

The CONSULTANT shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The CONSULTANT shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees.

- b. In the event of unusual circumstances, the County Administrator, or his designee, may adjust the insurance requirements contained herein. In such event, the COUNTY shall provide written notice of the required adjustment to the CONTRACTOR as provided in Article 32 of this Contract.

**ARTICLE 12 - INDEMNIFICATION** - The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Contract. Said indemnification shall apply to any legal, equitable, or administrative action arising under this agreement, including any alternative dispute resolution proceeding.

**ARTICLE 13 - SUCCESSORS AND ASSIGNS** - The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract 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 CONSULTANT.

**ARTICLE 14 - REMEDIES** - No remedy herein conferred upon any party is intended to be exclusive or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

**ARTICLE 15 - CONFLICT OF INTEREST** - The CONSULTANT 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. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY 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 CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONSULTANT.

The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at his/her 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 CONSULTANT under the terms of this Contract.

**ARTICLE 16 - EXCUSABLE DELAYS** - The CONSULTANT shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY's emissive and commissive

failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONSULTANT's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONSULTANT and its subcontractor(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONSULTANT's failure to perform was without its fault or negligence, the Contract Schedule and any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY's right to change, terminate, or stop any or all of the Work at any time.

**ARTICLE 17 - ARREARS** - The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS** - The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

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 shall be kept confidential by the CONSULTANT and shall 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, and other data developed, or purchased under this Contract or at the COUNTY's expense shall be and shall remain COUNTY property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 19 - PUBLIC RECORDS**

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- b. In accordance with Florida law, to the extent that the CONSULTANT's performance under this Agreement constitutes an act on behalf of the County, the CONSULTANT shall provide access to all public records made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is expressly authorized, and acts on behalf of the County under this Agreement, the CONSULTANT shall:
  - (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
  - (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
  - (4) meet all requirements for retaining public records, and transfer at the CONSULTANT's sole cost and expense, all public records in the possession of the CONSULTANT upon termination of this Agreement. The CONSULTANT shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

- c. Failure by the CONSULTANT to grant such public access shall be cause for unilateral termination of this Agreement by the County. The CONSULTANT shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in the CONSULTANT's possession and shall promptly provide the County a copy of the CONSULTANT's response to each such request.

**ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP** - The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONSULTANT 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 21 - CONTINGENT FEES** - Pursuant to the requirements of Section 287.055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall be grounds for termination of this Contract. If this Contract is terminated for violation of this Article, the COUNTY may deduct from the CONSULTANT's compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

**ARTICLE 22 - ACCESS AND AUDITS** - The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Services for at least three (3) years after completion of this Contract. 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 COUNTY's cost, upon five (5) days written notice.

**ARTICLE 23 - NONDISCRIMINATION** - The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT** - The COUNTY and the CONSULTANT agree that the Contract Documents identified in Article 1 of this document set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This contract shall be in effect for **three (3)** years from the day of acceptance by the County, and may be extended after negotiations with the CONSULTANT, if approved by the County for **three (3)** additional one year increments. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 25 - ENFORCEMENT COSTS** - If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 26 - AUTHORITY TO PRACTICE** - The CONSULTANT hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times conduct its business activities in a reputable manner.

**ARTICLE 27 - SEVERABILITY** - If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items 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 Contract shall be deemed valid and enforceable to the extent

permitted by law.

**ARTICLE 28 - AMENDMENTS AND MODIFICATIONS** - No Task Orders or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a Change Order or Task Order.

The COUNTY reserves the right to make changes in the Services, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT 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 effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Services 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 a Task Order Amendment for changes to a task in progress or a contract change order if the original contract is to be changed or amended and the CONSULTANT shall not commence work on any such change until such written Task Order or change order has been issued and signed by each of the parties.

**ARTICLE 29 - ENUMERATION OF CONTRACT DOCUMENTS** - The Contract Documents, except for modifications issued after execution of this Agreement, shall be enumerated in each Task Order.

**ARTICLE 30 - FLORIDA LAW** - This Contract shall be governed by the laws of the State of Florida. Venue for any legal, equitable, or administrative action arising under this Contract shall lie exclusively in St. Johns County.

**ARTICLE 31 - ARBITRATION** - The COUNTY shall not be obligated to arbitrate or permit any arbitration binding on the COUNTY under any of the Contract Documents or in connection with the project in any manner whatsoever. However, nothing shall prevent the COUNTY from engaging in binding arbitration in connection with this Contract if it chooses to do so.

**ARTICLE 32- NOTICE** - Except as otherwise provided in this Contract, all notices required in this Contract shall be sent by United States Postal Service, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department  
Attn: Karen R. Fullerton, Contract Coordinator  
500 San Sebastian View  
St. Augustine Florida 32084

and if sent to the CONSULTANT shall be mailed to:

Florida Valuation Group, Inc  
121 West Forsyth St.  
Suite 1000  
Jacksonville FL 32202  
Attn: Courtland C. Eyrick, MAI

**ARTICLE 33 - HEADINGS** - The headings preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect.

**ARTICLE 34 - EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS** - The failure of either party to insist upon strict performance of any provision set forth in the Contract Documents, or any Task Order issued pursuant to this Contract, shall not be construed as a waiver of such provision on any subsequent occasion.

**ARTICLE 35 - TIME** - Time is of the essence with respect to this Contract.

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set his/her hand the day and year above written.

COUNTY

St. Johns County, Florida  
(Typed Name)

By: *Dawn Cardenas*  
Signature

Dawn Cardenas, Purchasing Manager  
Printed Name & Title

8/25/15  
Date of Execution

Cheryl Strickland, Clerk of Courts  
By: *Cheryl Strickland* Seal  
Deputy Clerk

8-25-15  
Date of Execution

CONSULTANT

Florida Valuation Group, Inc Seal  
(Florida Valuation Group, Inc)

By: *[Signature]*  
Signature

Carlton C. Rymer, President  
Printed Name & Title

8.7.15  
Date of Execution

Legally Sufficient:  
By: *[Signature]*  
Assistant County Attorney

Date: 8/4/15

