

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
STRICKLEN APPRAISAL SERVICES, P.A.  
FOR ON-CALL APPRAISAL SERVICES  
RFP # 11-0021**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Stricklen Appraisal Services, P.A., a Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

**WITNESSETH:**

**WHEREAS**, the COUNTY has publicly submitted a Request for Proposals (RFP), #11-0021, for procurement of on-call appraisal services; and

**WHEREAS**, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

**1.1** The foregoing recitals are true and correct and incorporated herein.

**Article 2. Scope of Professional Services**

**2.1** On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide professional appraisal services in conjunction with the COUNTY's needs.

**2.2** Generally, the CONSULTANT shall be required to provide professional appraisal services as follows:

A. General Appraisal Services: The CONSULTANT's services shall include the provision of (1) Self Contained Appraisal Reports, (2) Summary Appraisal Reports, or (3) Risk Restricted-Use Appraisal Reports.

B. Appraisals for Condemnation and Right of Way Acquisition: The CONSULTANT shall comply with FDOT Supplemental Standards to Uniform Standards of Professional Appraisal Practices (USPAP), current edition. The CONSULTANT's services shall include the provision of (1) Self Contained Appraisal Report (USPAP Standards Rule 2-2a) and

(2) Summary Appraisal Report (USPAP Standards Rule 2-2b). Additionally, the CONSULTANT shall at all times during the term of this Agreement remain on the Florida Department of Transportation's (FDOT) approved appraiser's list and provide proof thereof.

C. Appraisals for Acquisition of Environmental Lands: The CONSULTANT's services shall include the provision of (1) Self Contained Appraisal Report (USPAP Standards Rule 2-2a) and (2) Summary Appraisal Report (USPAP Standards Rule 2-2b). Additionally, the CONSULTANT shall at all times during the term of this Agreement remain on the Florida Department of Environmental Protection's approved appraiser's list and provide proof thereof. The CONSULTANT shall comply with the Uniform Appraisal Standards for Board of Trustees, Land Acquisitions, Bureau of Appraisal, Division of State, and Department of Environmental Protection, State of Florida, current edition.

**2.3** The requesting COUNTY department(s) shall request all appraisal search on-call firms to quote a cost and timeframe to perform the search. Each firm, including CONSULTANT, shall submit a quote to the requesting department, and the COUNTY will notify the firm if the quote is accepted. The COUNTY reserves the right to negotiate any and all elements of any proposal received and request additional technical information as necessary to complete the evaluation.

**2.4** CONSULTANT acknowledges and agrees that if the work is assigned to the CONSULTANT, each individual project shall have a specific Scope of Services agreed to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including but not limited to setting forth the time for payment, deliverables, electronic and printed formats and any other items relevant to the task. The price agreed to in the task order shall include all personnel services necessary to complete the assigned work. The use of a specialist shall be pre-approved by the COUNTY. The task order shall also include a fee schedule for costs associated with updating the appraisal, and for preparing for and testifying in court, and any other fees to be considered as extensions of the original work being performed.

**2.5** This Agreement shall be effective for the thirty-six (36) month period immediately following the date of execution of the Agreement by the COUNTY. Prior to or upon completion of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for two (2) additional twelve (12) month periods under the same terms and conditions. The COUNTY reserves the unilateral right to extend this Agreement ninety (90) calendar days beyond the Agreement period. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement of the COUNTY and CONSULTANT. Exercise of the extension periods requires the prior approval of the County's Director of Procurement Services. The Agreement prices shall prevail for the full duration of the initial term and any renewal term(s) subsequently exercised. Continuation of the Agreement beyond the initial term, and any option subsequently exercised, is a COUNTY prerogative and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

**2.6** The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed

to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**2.7** CONSULTANT agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY's specifications including but not limited to time for completion, cost for individual project etc that the COUNTY reserves the sole right to offer the individual project to the COUNTY's alternate vendor(s).

**2.8** The CONSULTANT shall at all times during the term of this Agreement comply with the Uniform Standards of Professional Appraisal Practices (USPAP), Chapter 475, Florida Statutes, and any other requirements set forth in Section 2.2 above. Three (3) original appraisal reports for each parcel of property shall be required.

**2.9** If requested by the COUNTY the CONSULTANT shall contact the property owner, or their designated representative, and offer such property owner the opportunity to accompany the CONSULTANT on their inspection of the property. If the property owner refuses and the CONSULTANT is unable to arrange for the inspection after a reasonable time and effort, the CONSULTANT shall so note in the CONSULTANT's report.

**2.10** The CONSULTANT shall not enter upon private property for any purpose without obtaining permission and shall take precautions against damage to public and private property during the course of work. Should damage occur, the CONSULTANT shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event CONSULTANT fails to correct the damage, the COUNTY shall have the option of correcting the damage and issuing a deductive change order to the CONSULTANT to deduct the amount of the corrective work from the contract balance.

**2.11** Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

**2.12** The parties hereto mutually understand and agree that the COUNTY will sustain substantial monetary and other damages in the event of a failure or delay by the CONSULTANT in the completion of the work. If the CONSULTANT inexcusably fails to achieve completion by the required date of completion as established in the task order the CONSULTANT shall pay to the COUNTY, as liquidated damages for delay and not as a penalty, an amount calculated at the rate of one percent (1%) of the task order price per calendar day for the first seven (7) days, and then two percent (2%) for each day thereafter for failure to meet the required date of completion.

### **Article 3. Payment**

**3.1** Payment shall be based upon the hourly billing rates set forth in CONSULTANT's Fee Proposal, attached hereto and incorporated herein as **Exhibit A**. The personnel needed for each individual project shall be determined once the CONSULTANT receives the task order. Upon reviewing the project specific scope of services, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The CONSULTANT and COUNTY hereby agree that the hours of service set forth in the cost sheet are projected hours of service and that the CONSULTANT's actual time may be more or less than the budgeted hours. The COUNTY shall pay the CONSULTANT only for the total fee agreed upon for each project.

**3.2** CONSULTANT shall submit invoices at the end of each project documenting the percent of completion of each task and requesting payment based upon such percent completion. Alternative billing arrangements may be negotiated on a per project basis, depending on the size and scope of the project, i.e., monthly billing. Alternative billing provisions shall be expressly stated in the task order authorizing the work. Invoices shall be submitted in duplicate to the requesting COUNTY department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and location of delivery of services and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

**3.3** The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

**3.4** Other than the expenses as set forth in **Exhibit A**, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and include all overhead and administrative expenses.

**3.5** In the event a specific project is to be funded by state or federal monies, the CONSULTANT hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted.

### **Article 4. County Responsibilities**

**4.1** COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. For each project, COUNTY shall designate one County staff member to act as COUNTY's Project Administrator and/or Spokesperson.

**4.2** COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above, for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

**4.3** Upon request, COUNTY will provide to the CONSULTANT all necessary and available data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

## **Article 5. Special Terms and Conditions**

**5.1** Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

**5.2** Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed under this Agreement.

**5.3** Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

**5.4** Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits

of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$100,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

(vi) Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RFP number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

**5.5** Indemnity. CONSULTANT shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, and employees free and harmless from and against any and all losses, penalties,

damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error or omission of the CONSULTANT, its agents, employees or representatives, in the performance of CONSULTANT's duties set forth in this Agreement.

**5.6 Independent Contractor.** CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

**5.7 Ownership of Deliverables.** Upon completion of and payment for a service CONSULTANT agrees all deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT's work product submitted in performance of this Agreement is intended only for the services described in this Agreement. COUNTY's alteration of CONSULTANT's work product or its use by COUNTY for any other purpose shall be at COUNTY's sole risk.

**5.8 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

**5.9 Retaining Other Consultants.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**5.10 Accuracy and Warranty.** The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its work product or services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable services.

**5.11** Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

**5.12** Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.13** Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement 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 other consideration contingent upon or resulting from the award or making of this Agreement.

**5.14** Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

**5.15** Right to Audit. The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY's choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting

and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONSULTANT.

**5.16** Acceptance of Services. The services rendered under this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the services do not conform to the specifications, the COUNTY reserves the right to terminate the Agreement and will not be responsible to pay for any such service.

#### **Article 6. General Conditions**

**6.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

**6.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained. Assignment shall include those situations in which the CONSULTANT is purchased or acquired by another entity.

**6.3** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**6.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**6.5** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. However, change orders may be executed in accordance with the COUNTY's purchasing policies and procedures.

**6.6** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

**6.7** During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights

Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**6.8** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**6.9** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Albert L. Stricklen, MAI  
Stricklen Appraisal Services, P.A.  
871 South Central Avenue  
Umatilla, Florida 32784

If to COUNTY:

County Manager  
Lake County Administration Bldg., Ste. 308  
315 West Main Street  
Post Office Box 7800  
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

**6.10** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**6.11** Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**6.12** CONSULTANT shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

**Article 7. Scope of Agreement**

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

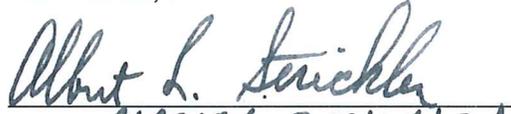
7.2 This Agreement contains the following Exhibits:

Exhibit A CONSULTANT's Fee Proposal

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the 18 day of October, 2011, and by CONSULTANT through its duly authorized representative.

**CONSULTANT**

STRICKLEN APPRAISAL  
SERVICES, P.A.



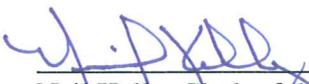
Name: ALBERT L. STRICKLEN  
Title: PRESIDENT

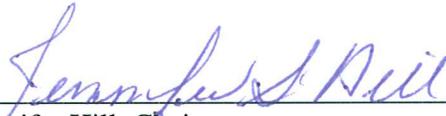
This 18<sup>th</sup> day of AUGUST, 2011.

COUNTY

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

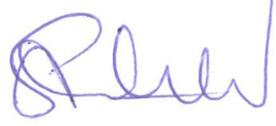
ATTEST:

  
\_\_\_\_\_  
Neil Kelly, Clerk of the Board  
of County Commissioners  
of Lake County, Florida

  
\_\_\_\_\_  
Jennifer Hill, Chair

This 21 day of 02, 2011.

Approved as to form and legality:

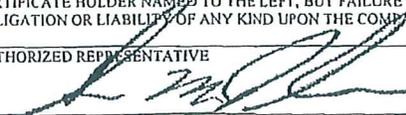
  
\_\_\_\_\_  
Sanford A. Minkoff  
County Attorney

**EXHIBIT A**

**CONSULTANT'S FEE PROPOSAL**

**Hourly Proposed Fee Schedule for Stricklen Appraisal Services, P.A.**

Individual	Hourly Fee
Albert L. Stricklen, MAI	\$125.00
Lauren L. Stricklen, MAI	\$125.00
Ellen Judd	\$ 45.00

<b>ACORD</b>	<b>CERTIFICATE OF INSURANCE</b>	ISSUE DATE (MM/DD/YY) 2/9/11															
PRODUCER <b>PROFESSIONAL LIABILITY SERVICES</b> 1250 S. HIGHWAY 17-92 LAKE CENTER SUITE 110 LONGWOOD, FL 32750		<b>THIS IS TO CERTIFY AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>															
<b>COMPANIES AFFORDING COVERAGE</b>																	
INSURED  <b>STRICKLEN APPRAISAL SERVICES, PA</b> 871 S. CENTRAL AVE UMATILLA, FL 32784		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">COMPANY LETTER</td> <td style="width:5%;">A</td> <td style="width:85%;">C.N.A. INSURANCE COMPANY</td> </tr> <tr> <td>COMPANY LETTER</td> <td>B</td> <td></td> </tr> <tr> <td>COMPANY LETTER</td> <td>C</td> <td></td> </tr> <tr> <td>COMPANY LETTER</td> <td>D</td> <td></td> </tr> <tr> <td>COMPANY LETTER</td> <td>E</td> <td></td> </tr> </table>	COMPANY LETTER	A	C.N.A. INSURANCE COMPANY	COMPANY LETTER	B		COMPANY LETTER	C		COMPANY LETTER	D		COMPANY LETTER	E	
COMPANY LETTER	A	C.N.A. INSURANCE COMPANY															
COMPANY LETTER	B																
COMPANY LETTER	C																
COMPANY LETTER	D																
COMPANY LETTER	E																
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REPRODUCED BY PAID CLAIMS.																	
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTORS PROT.				GENERAL AGGREGATE    \$ PRODUCTS-COMP/OP.AGG.    \$ PERSONAL & ADV. INJURY    \$ EACH OCCURRENCE    \$ FIRE DAMAGE (Any one fire)    \$ MED. EXPENSE (Any one person)    \$												
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT    \$ BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE    \$												
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE    \$ AGGREGATE    \$												
	<b>WORKER'S COMPENSATION AND EMPLOYEE'S LIABILITY</b>				STATUTORY LIMITS EACH ACCIDENT    \$ DISEASE-POLICY LIMIT    \$ DISEASE-EACH EMPLOYEE    \$												
A	<b>OTHER PROFESSIONAL LIABILITY INSURANCE/ ERRORS &amp; OMISSIONS INSURANCE</b>	RNP28764886111	03/29/11	03/29/12	EACH CLAIM: <u>DEDUCTIBLE:</u> \$1,000,000    \$2,500 AGGREGATE: \$2,000,000												
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS																	
<b>CERTIFICATE HOLDER</b> Lake County, A Political Subdivision and The Lake County BOCC P O Box 7800 Tavares, FL 32778			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES  AUTHORIZED REPRESENTATIVE 														
ACCORD 25-S (7/90)			© ACORD CORPORATION 1990														



UNITED SERVICES AUTOMOBILE ASSOCIATION  
 (A Reciprocal Interinsurance Exchange)  
 9800 Fredericksburg Road, San Antonio, Texas 78288  
**PERSONAL UMBRELLA POLICY DECLARATIONS - Renewal**

USAA 00338 81 56 71U  
 DM00000

Policy Number: USAA 00338 81 56 71U

Effective: From 09/02/2011 to 09/02/2012  
 (12:01 A.M. standard time at Umbrella Base Location)

Named Insured and Mailing Address:

ALBERT L STRICKLEN  
 871 S CENTRAL AVE  
 UMATILLA FL 32784-9290

	<u>Limit</u> (per occurrence)	<u>Premium</u>
Umbrella Liability	\$1,000,000	\$85.00

Umbrella Base Location:  
 13900 Yale Hammock Rd  
 Umatilla, Lake, FL 32784

FIGA Emergency Recoupment	\$0.58
FHCF Emergency Assessment	\$1.11
<b>Total</b>	<b>\$86.69</b>

**SCHEDULE OF UNDERLYING INSURANCE**

**REQUIRED MINIMUM LIMITS**

<u>TYPE OF INSURANCE</u>	<u>Bodily Injury</u>	<u>Property Damage</u>	OR	<u>Combined Single Limit</u>
Private Passenger Vehicle Liability	\$300,000/\$500,000	\$100,000	OR	\$500,000
Miscellaneous Vehicle Liability	\$250,000/\$500,000	\$100,000	OR	\$500,000
Personal Liability				\$300,000
Watercraft/Pers Watercraft Liability				\$300,000

**USAA requires you to maintain NO LESS THAN the above REQUIRED MINIMUM LIMITS. See the Required Minimum Insurance Condition in your policy.**

**Please verify your actual limits and exposures on the attached Supplemental Declarations.**

This policy does not provide Uninsured Motorists Coverage.

Countersigned by Agent

Maria Elena McAlexander

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date 06/29/2011.

Laura Bishop  
 President, USAA Reciprocal Attorney-in-Fact, Inc.



ZURICH

# Workers Compensation and Employers Liability Insurance Policy

MARYLAND CASUALTY COMPANY

Information Page

NCCI Company No.: 10545

ACCOUNT NUMBER: M017142524-001-00001

Branch SA GEORGIA OFFICE	Policy Number WC 01693342 05	Producer Code 17787292	Previous Policy Number WC 01693342 04	RENEWAL
-----------------------------	---------------------------------	---------------------------	--	---------

Servicing Address P.O. BOX 10197 JACKSONVILLE, FL 32247-0197

**ITEM 1. Name Insured and Mailing Address**

STRICKLEN APPRAISAL SERVICES PA  
871 S CENTRAL AVE  
UMATILLA FL 32784

**Producer Name and Servicing Address**

S S NESBITT & CO INC  
3130 CITRUS TOWER BLVD STE B  
CLERMONT FL 34711-6802

(352) 394-1290

This Information Page, with policy provisions and endorsements, if any, completes this policy.

Insured is: CORPORATION

Risk I.D. No:

F.E.I.N.: 593193626

Other Workplaces Not Shown Above: SEE SCHEDULE OF INSURED AND LOCATIONS

**ITEM 2. Policy Period: From: 06/01/2011 To: 06/01/2012 12:01 a.m. Standard Time at the Insured's Mailing Address**

**ITEM 3.**

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here  
FL

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	<u>100,000</u>	Each Accident
Bodily Injury by Disease	\$	<u>500,000</u>	Policy Limit
Bodily Injury by Disease	\$	<u>100,000</u>	Each Employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY AND THOSE LISTED IN 3A.

D. This policy includes these endorsements and schedules: SEE FORMS AND ENDORSEMENTS APPLICABLE LIST

**ITEM 4.**

The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans. All information required on the following Classification Schedule (s) is subject to verification and change by audit.

SEE CLASSIFICATION SCHEDULE

Total Estimated Standard Premium	\$	72.00
Premium Discount	\$	
Expense Constant	\$	200.00
Premium for Endorsements	\$	6.00
Taxes and Surcharges	\$	
Total Estimated Annual Premium	\$	278.00
Minimum Premium	\$	219.00
Deposit Premium	\$	278.00

If indicated below, adjustments of premium shall be made:

- Annually
- Semi-Annually
- Quarterly
- Monthly

*Jack R. Wilson*

Countersigned By Authorized Representative

Issue Date: 04/26/2011

INSURED COPY