

# Memorandum



**Date:** June 2, 2009

**To:** Honorable Chairman Dennis C Moss  
and Members, Board of County Commissioners

Agenda Item No. 15(A)(2)

**From:** Honorable Pedro J. Garcia  
Property Appraiser

A handwritten signature in black ink, appearing to be "PJG", written over a horizontal line.

**Subject:** Resolution Authorizing Letter of Agreement with Frank Jacobs, ASA

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) authorize execution of the attached Letter of Agreement (the Agreement) between Frank Jacobs, ASA (the Contractor) and Miami-Dade County's Office of the Property Appraiser (the County's OPA) to allow the Contractor to conduct and provide consulting and professional services related to property assessment value disputes.

## **SCOPE**

The scope of services describes the requirements to perform the appraisal services for which the Contractor, Frank Jacobs, ASA, is uniquely qualified. The Contractor will be available as required by the County's OPA to assist and advise with the following:

- Analysis and evaluation of pending litigation related to property assessment value disputes, as well as responses to discovery requests associated with property assessment value disputes under litigation.
- Resolution of assessment values disputes through court-ordered mediation and other settlement procedures.
- Review of professional appraisal reports prepared for property owners/taxpayers and obtained in connection with pending litigation and/or Valuation Adjustment Board proceedings.
- Testimony as an expert witness on property assessment values that are subject to pending litigation and/or Valuation Adjustment Board proceedings.
- General consulting services in-line with the Contractor's knowledge and experience as mutually agreed by the County's OPA and the Contractor.

## **FISCAL IMPACT/FUNDING SOURCE**

The Contractor shall be compensated on an hourly basis for services rendered in accordance with the scope of services listed above at a rate of \$150 per hour, not to exceed \$385,500 over four (4) years, which is the term of the Agreement. All administrative costs (printing, computer expenses, etc.) are inclusive of the hourly rate. The Contractor's travel expenses will be reimbursed pursuant to Section 112.061, Florida Statutes. The Contractor's requests for payment shall be supported by reports and/or other documents reasonably required by the County's OPA.

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, the Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%).

## **TRACK RECORD/MONITOR**

The Agreement will be administered and managed by the County's OPA.

Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners  
Page No. 2

**BACKGROUND**

Mr. Jacobs served the County as Property Appraiser, Assistant Property Appraiser and Director of Real Estate for more than 20 years. He has also been intricately involved with real estate valuation and handling of complex litigation for more than 30 years. He is well respected for his professional appraisal and administrative expertise. His expert testimony, negotiating skills and in-depth specialized knowledge of the Miami-Dade County real estate market place him in the unique position of being able to provide highly competent assistance to the County's OPA. Mr. Jacobs' original Agreement was established with the County under Bid Waiver BW8218-0/10 effective May 3, 2007.

Attachment

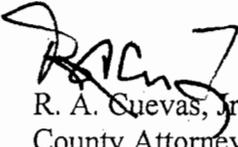


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** June 2, 2009

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 15(A)(2)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Mayor's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 15(A)(2)  
6-2-09

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING WAIVER OF FORMAL BID PROCEDURES TO EXECUTE LETTER OF AGREEMENT BETWEEN MIAMI-DADE COUNTY'S OFFICE OF THE PROPERTY APPRAISER AND FRANK JACOBS, ASA, FOR PROFESSIONAL SERVICES IN AMOUNT NOT TO EXCEED \$385,500 OVER FOUR (4) YEARS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LETTER OF AGREEMENT

**WHEREAS**, the County Property Appraiser recommends to this Board to waive formal bid procedures for professional services which cannot be purchased under normal bid procedures,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board waives formal bid procedures for professional services, more particularly set forth in the accompanying memorandum from the Property Appraiser, authorizes the County Mayor or County Mayor's designee to execute the same for and on behalf of the County, and to exercise the termination provisions therein, and waives the requirement of Administrative Order 3-38 in connection with this Agreement.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman  
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro  
Carlos A. Gimenez  
Barbara J. Jordan  
Dorin D. Rolle  
Katy Sorenson  
Sen. Javier D. Souto

Audrey M. Edmonson  
Sally A. Heyman  
Joe A. Martinez  
Natacha Seijas  
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Hugo Benitez

April \_\_\_\_, 2009

Mr. Frank Jacobs, ASA  
8560 S. W. 91 Court  
Miami, Florida 33173

This Letter of Agreement (the "Agreement") is intended to set forth the terms of engagement between Miami-Dade County's Office of the Property Appraiser (the "County's OPA") and Frank Jacobs, ASA (the "Contractor") to conduct and provide consulting and professional services related to property assessment value disputes. The "County OPA" is defined as the Property Appraiser and/or staff.

This Agreement shall consist of and the order of precedence in case of a conflict between or among the provisions of this Agreement shall be: (1) the most current Amendment to the Agreement; (2) this Agreement; (3) Appendix A to this Agreement describing the services (hereinafter referred to as the "Services"); (4) Miami-Dade County's Resolution outlining this Agreement, along with the County's OPA Memorandum, and any associated addenda and attachments. [item 3 incorporated herein by reference]

The terms of this Agreement are as follows:

- 1) The effective date of this Agreement is April \_\_\_\_\_. The term of this Agreement shall be from the effective date for up to (4) four years through completion of the project or April \_\_\_\_\_, or upon termination by the County OPA or the Contractor.
- 2) The Contractor warrants that it has reviewed the requirements of the County's OPA and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the rates for Services.
- 3) The Contractor will be paid on the basis of a flat fixed fee for the Services as specified in Appendix A, which includes all fees and expenses associated with the project. Prices shall remain firm and fixed for the term of this Agreement.
- 4) The Administrator for this Agreement is the County's OPA.
- 5) All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by Certified Mail, return receipt requested, or delivered personally, (or faxed with hard copy to follow in the format stated in this subparagraph). In any case, addressed as follows:

**(1) To the County's OPA**

Mr. Lazaro Solis, Deputy Property Appraiser  
Miami-Dade County Office of the Property Appraiser  
111 N.W. 1<sup>st</sup> Street, Suite 710  
Miami, Florida 33128  
Phone: (305) 375-4004  
Fax: (305) 375-3024

**(2) To the Contractor**

Mr. Frank Jacobs, ASA  
8560 SW 91 Court  
Miami, Florida 33173  
Phone: (305) 274-7977  
Email: FEJ62@bellsouth.net

- 6) The Contractor's request for payment shall be supported by reports and/or other documents reasonably required by the County's OPA, and shall show the Contractor's County Contract number and federal identification number, in addition to any other information that may be required by the County's OPA. Additionally, all requests for payment shall include a copy of the original bill, with the original signature of an authorized representative of the Contractor. Payments shall be made within thirty (30) days after receipt by the County of properly supported invoices and shall be submitted not more than once every thirty (30) days, in duplicate to the following address:

Miami-Dade County Office of the Property Appraiser  
111 N.W. 1<sup>st</sup> Street, Suite 710 Miami, Florida 33128  
Attention: Mr. Lazaro Solis, Deputy Property Appraiser

- 7) The County's OPA and its duly authorized representatives or governmental agencies shall, at all reasonable times until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to the Contractor's, subcontractors' and suppliers' premises where their records are kept and the right to examine all work and materials, books, records, correspondence, instructions, working papers, plans, drawings, specifications, receipts, vouchers and memoranda of every description pertaining to the Services. All such books and records shall be preserved by the Contractor, subcontractors and suppliers at their own expense for a period of three (3) years after the expiration of this Agreement and any extension thereof.
- 8) All changes to this Agreement must be in writing signed by all parties hereto. The County's OPA reserves the right to cancel this Agreement at any time, with or without cause, by written notice to the Contractor. The Contractor may terminate this Agreement upon providing a thirty (30) calendar day notice to the County's OPA. The notification shall be in writing to the County's OPA Project Manager.

- 9) Except upon prior written approval of the County's OPA, the Contractor or his subcontractors, shall not furnish or disclose to any person and/or organization: (a) any reports, studies, data, or other information provided to the Contractor by or obtained by the Contractor from the County's OPA in connection with the Services performed under this Agreement; (b) any reports, studies, recommendations, data or information relating to or made or developed by the Contractor in the course of the performance of the Services hereunder; or (c) the results of any such Services performed. All reports, studies, recommendations, and other products of the performance of Services are the property of the County's OPA and shall be delivered to the County's OPA with sufficient detail and clarity and with sufficient explanations and information to enable the County's OPA to understand, apply, and modify such products without further assistance from the Contractor.
  
- 10) The Contractor shall not be liable to the County's OPA or any other party that may claim losses or damages, including attorney's fees and costs of defense resulting from claims, demands, suits, causes of actions or proceedings of any kind or nature, whether in tort, contract or otherwise, arising out of any acts or omissions in the performance of the Services described in Appendix A, except when said acts or omissions of the Contractor are due to willful misconduct or negligence. The County's OPA shall hold the Contractor free and harmless from any obligations, costs, claims, judgments, attorney's fees and attachments arising from the Contractor's performance of the Services described in Appendix A, except when said acts or omissions are due to willful misconduct or negligence and the Contractor is adjudged to be guilty of willful misconduct or negligence by a court of competent jurisdiction. In the event of such an occurrence, the Contractor shall pay all claims and losses in connection therewith. The Contractor expressly understands and agrees that insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility of the Contractor if adjudged to be guilty of willful misconduct or negligence by a court of competent jurisdiction in the performance of the Services described in Appendix A. Nothing herein shall be construed as a waiver of sovereign immunity by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations or claims.
  
- 11) The Contractor shall furnish to Miami-Dade County's Department of Procurement Management, Vendor Assistance Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, and prior to the commencement of any work under this Agreement, Certificates(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
  - a) Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
  
  - b) Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and

property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

- c) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required above shall include those classifications listed in standard liability insurance manuals which most nearly reflect the operations of the Contractor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of Miami-Dade County's General Services Administration Department, Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida", issued by the State of Florida Department of Insurance, and must be members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder(s).

**NOTE: MIAMI-DADE COUNTY'S CONTRACT NUMBER AND TITLE  
MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligation under this section or under any other section of this Agreement. Award of this Agreement is contingent upon receipt of the insurance documents **within fifteen (15) calendar days after notification from the County and prior to commencement of any work under this Agreement.** If the insurance certificate is received within the specified time frame, but not in the manner prescribed, the Contractor shall be verbally notified of the deficiencies and shall have an additional five (5) calendar days to submit corrected certificate(s) to the County. If the Contractor fails to submit the required insurance documents in

the manner and within the timeframes prescribed, the Contractor shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the County. Further, the Contractor may be prohibited from submitting proposals to the County for a period of one (1) year.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in full force for the duration of the Agreement, including any and all option years that may be exercised by the County. If the insurance certificates are scheduled to expire during the term of the Agreement, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County a minimum of thirty (30) calendar days before such expiration.

In the event expired certificates are not replaced with new or renewed certificates that cover the Agreement period, the County shall suspend this Agreement until the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this Agreement for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

- 12) The Contractor shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing Agreement, or any or all of its rights, title or interest herein, or its power to execute such Agreement to any person, company, or corporation without the prior written consent of the County's OPA. Consent of the County's OPA does not confer upon the subcontractor any direct right of action against Miami-Dade County and the County's OPA or action against Miami-Dade County or the County's OPA through the Contractor, or involve Miami-Dade County or the County's OPA in any expense.

If the Contractor will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Agreement will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

The Contractor will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Agreement.

The County's OPA will have the right to require the Contractor not to utilize the services of a person, firm or corporation disapproved by Miami-Dade County or the County's OPA. The County's OPA shall have the right to withdraw its consent to the use of a subcontractor if it appears to the County's OPA that the subcontract will delay, prevent or otherwise impair the performance of Contractor's obligations under this Agreement. The County shall have the right to pay the subcontractor directly for the performance by such subcontractor, in the event the County's OPA finds the Contractor in breach of its obligations and/or in default of this Agreement. The foregoing shall neither convey nor imply any obligation or liability on the part of Miami-Dade County or the County's OPA to any subcontractor hereunder.

- 13) In the event the Contractor wishes to remove key personnel from performing the Services hereunder, the Contractor must notify the County's Agreement Administrator in writing. The County's OPA must approve all personnel assigned by the Contractor to perform Services under this Agreement.
- 14) The Contractor is not an agency, employee, representative or partner of the County's OPA, and does not have the authority to act on behalf of Miami-Dade County, the County's OPA or its agencies unless specifically authorized by the County's OPA. Contractor's personnel shall not be employees of Miami-Dade County or the County's OPA.
- 15) The Contractor shall comply with all laws, ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. The Contractor is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, apart 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and all other local, state and federal directives, ordinances, rules, orders and laws relating to people with disabilities.
- 16) By entering into this Agreement with the County's OPA and signing the Disability Nondiscrimination Affidavit (as part of the Vendor Registration), the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. This Resolution provides that "If any attesting firm, or any owner, subsidiary or other firm affiliated with or related to the attesting firm, is found by the responsible enforcement agency, the Courts or the County to be in violation of the Acts, the County will conduct no further business with such attesting firm. Any contract entered into based upon a false affidavit submitted pursuant to this resolution shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its affidavit."

- 17) The Contractor agrees that the County's OPA or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County's OPA. Such records shall subsequently conform to Generally Accepted Accounting Principles and shall only address those transactions related to this Agreement. The Contractor agrees to maintain an accounting system that provides accounting records supported with adequate documentation, and adequate procedures for determining allowed and allocated costs.

Pursuant to Ordinance No. 03-2, all Proposers receiving an award of a contract resulting from this Solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

- 18) If the Contractor commits any fraud, misrepresentation or material misstatement regarding its contractual obligations to the County's OPA, Miami-Dade County and the County's OPA shall have the right to terminate this Agreement; seek judgment for any monies due to Miami-Dade County and/or the County's OPA; and, as a further sanction, Miami-Dade County and/or the County's OPA may terminate or cancel any other contracts and/or agreements which the Contractor has with Miami-Dade County and/or the County's OPA. The Contractor shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. The Contractor may also be debarred from any Miami-Dade County contracting for up to five (5) years.
- 19) This Agreement shall be deemed to be executed in Miami-Dade County, State of Florida, regardless of the Contractor's domicile, and shall be interpreted and construed in accordance with the laws of the State of Florida. The Contractor agrees that the venue for any and all claims arising from this Agreement shall be heard either in the Southern District of Florida or in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.
- 20) If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.
- 21) Termination for Default: The County's OPA may terminate this Agreement upon failure of the Contractor to comply with any provision and/or requirements of this Agreement. The County's OPA may also seek all other legal and equitable remedies to which it may be entitled. Any decision by the County's OPA not to take action upon failure of the Contractor to perform shall not be construed as a

waiver of the ability of the County's OPA to take additional action at a later date and time. The County's OPA shall also have the ability to place the Contractor on probation and/or terminate any portion of this Agreement. The date of termination shall be stated in a written notice to the Contractor.

- 22) The Contractor shall be a registered vendor with the Miami-Dade County Department of Procurement Management, Vendor Assistance Unit, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from Miami-Dade County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2594.

- 23) According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General (OIG) which may, on a random basis, perform audits on all County contracts throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total Agreement amount, which cost shall be included in the total Agreement amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Agreement renewals and extensions.

Exception: The above application of one quarter (1/4) of one (1) percent fee assessment shall not apply to the following contracts: (a) Independent Private Sector Inspector General (IPSIG) contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) audit contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Miami-Dade County Board of County Commissioners; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded

grants; and (n) interlocal agreements. **Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one (1) percent in any exempted contract and/or agreement at the time of award.**

Nothing contained above shall in any way limit the powers of the OIG to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The OIG is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the OIG has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The OIG is empowered to analyze the necessity of and reasonableness of proposed change orders to this Agreement. The OIG is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to insure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the OIG or IPSIG retained by the OIG, the Contractor shall make all requested records and documents available to the OIG or IPSIG for inspection and copying. The OIG and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the sole judgment of the OIG and/or IPSIG, pertain to performance of this Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

- 24) The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County's OPA herein are provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the County's OPA makes no representations or guarantees; and the County's OPA shall not be responsible for the accuracy of the assumptions presented; and the County's OPA shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

- 25) User Access Fee - Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase - Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

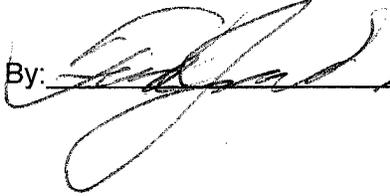
The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

Contractor Compliance - If a Contractor fails to comply with this section, that Contractor may be considered in default by the County in accordance with Article 21 of this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date hereinabove set forth.

Contractor: Frank Jacobs, ASA

County: Office of the Property Appraiser

By:  \_\_\_\_\_

By: \_\_\_\_\_  
Pedro J. Garcia

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Assistant County Attorney

Clerk of the Board:

By: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
**APPRAISAL CONSULTING SCOPE OF SERVICES**

This scope of services describes the requirements to perform the appraisal services for which the Contractor, Frank Jacobs, ASA, is uniquely qualified. The provisions for services are described as follows:

- Assist and advise the County's OPA in analysis and evaluation of pending litigation related to property assessment value disputes.
- Assist the County's OPA with responses to discovery requests associated with property assessment value disputes under litigation.
- Assist and advise the County's OPA in resolution of assessment values disputes through court ordered mediation and other settlement procedures.
- Assist the County's OPA with review of professional appraisal reports prepared for property owners/taxpayers and obtained in connection with pending litigation and/or Valuation Adjustment Board proceedings.
- Assist the County's OPA with testimony as an expert witness on property assessment values that are subject to pending litigation and/or Valuation Adjustment Board proceedings.
- Assist the County's OPA with general consulting services in-line with the Contractor's knowledge and experience as mutually agreed by the County's OPA and the Contractor.
- All services provided under this scope of services shall be undertaken with the approval of the County's OPA.
- The Contractor's access to information is considered confidential under Section 193.074, Florida Statutes, and shall be under the supervision and control of the County's OPA. No such information shall be disclosed to any party except as expressly permitted by Florida law.

**Compensation**

The Contractor shall be compensated on an hourly basis for services rendered in accordance with the scope of services listed above at a rate of \$150.00 per hour, not to exceed \$385,500 over four (4) years, which is the term of the Agreement. All administrative costs (printing, computer expenses; etc.) are inclusive of the hourly rate. The Contractor's travel expenses will be reimbursed pursuant to Section 112.061, Florida Statutes.

**Availability**

The Contractor shall be available as required by the County's OPA Project Manager.

**Estimated Turnaround Time**

The turnaround time for assignments shall be determined by the County's OPA Project Manager on a case-by-case basis.