

IGNATURE REQUEST ROUTING FORM

Please review, sign, and return to the Purchasing & Contracts Division for further handling. Call us at ext. 12810. *Thank You!*

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| Director of Purchasing & Contracts: Pamela Wilsky | |
| <i>Jennifer Ditslear for Pamela Wilsky</i> <small>9A6B078F041C439...</small> Signature | 10/10/2025 08:50:37 EDT Date |

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|---|-----------------------------------|
| Department Director's Name: Dona D. Butler, Recovery and Resiliency | |
| Signed by: <i>Dona D. Butler</i> <small>9C637F2C7B9049F...</small> Signature | 10/14/2025 09:05:27 EDT Date |

| | | |
|-------------------------------------|------------------------------------|---------------------------|
| <input type="checkbox"/> | Director of Purchasing & Contracts | Pamela Wilsky |
| <input checked="" type="checkbox"/> | County Manager | George Recktenwald |
| <input type="checkbox"/> | County Chair | Jeffrey S. Brower |
| <input type="checkbox"/> | County Vice Chair | Matt Reinhart |
| <input type="checkbox"/> | Deputy County Manager | Suzanne Konchan |
| <input type="checkbox"/> | Deputy County Attorney | Russ Brown |
| <input type="checkbox"/> | Other: Notary | |

Bid/Contract/Project No.: 25-SQ-141KW

Document Amount: Cumulative amount not anticipated to exceed \$125,000

Division: Recovery and Resiliency

Project Name: CDBG-DR Appraisal Services Services

Company Name: Tyler A. Gold, P.A.

Document Description: Contract

Agenda Date: **File Number:** **Item:**

Questions? Please call: Kathy Williams X16625



**CONTRACT
FOR
CDBG-DR APPRAISAL SERVICES**

Between

THE COUNTY OF VOLUSIA

AND

POMEROY APPRAISAL ASSOCIATES OF FLORIDA, INC.

25-SQ-141KW

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
Deland, Florida 32720-4608
www.volusia.org/purchasing

CONTRACT FOR PROFESSIONAL CBDG-DR APPRAISAL SERVICES

This Contract made and entered by and between Pomeroy Appraisal Associates of Florida, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 600 N. Ridgewood Avenue, Suite C, Edgewater, Florida 32132 (hereinafter the "Contractor") and County of Volusia, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter "County").

RECITALS:

WHEREAS, the County requires a competent and qualified Contractor to provide professional services in support of the County's operations; and

WHEREAS, the County has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, the County has determined that the Contractor is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual; and

WHEREAS, it has been determined that the execution of this Contract is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Contract, the receipt and sufficiency of which is acknowledged by the Contractor and County, the parties agree and stipulate as follows:

1. DEFINITIONS.

For this Contract and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Contract shall first be governed by this Contract and second by the incorporated Scope of Services/Work (Exhibit A). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Work, shall have the meanings ascribed to them in the following order of precedence: first, in the most current edition Black's Law Dictionary and last, in the most current edition of the Oxford English Dictionary, if a term is not defined in the Agreement or Black's Law Dictionary.

- 1.1. **Bidder:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the Solicitation. Can be used interchangeably with Proposer and Respondent.
- 1.2. **Confidential Information:** Confidential information shall constitute information which is exempt from disclosure pursuant to Chapter 119, Public Records Law, Florida Statutes (2018), Article I, Section 24 of the Florida Constitution ("Florida Public Records Law"), Chapter 812 of the Florida Statutes (2018), and any other Florida statute that may provide for an exemption or the confidentiality of certain information (hereinafter "Confidential Information"). Confidential Information and/or trade secrets do not include the following: (i) Information already known to or independently developed by the recipient; (ii) Information in the public domain through no wrongful act of the recipient; (iii) Information received by the party in possession from a third party the recipient; or (iv) Information regularly disclosed by the owner of the information to

third parties without restriction on disclosure.

- 1.3. **Contract:** The document resulting from this solicitation between the County and the awarded Respondent, including this Solicitation, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference. The sum of all legal rights and obligations between the Contractor and the County as defined by the Contract Documents and applicable law. May be used interchangeably with Agreement.
- 1.4. **Contract Administrator:** The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Director of Purchasing and Contracts.
- 1.5. **Contractor:** The person with education and/or experience which uniquely qualifies him or her to perform a specialized service for the County.
- 1.6. **Contractor's Services:** Those services within the Scope of Work of this Solicitation normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.
- 1.7. **County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- 1.8. **County's Project Manager(s):** The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.
- 1.9. **Day:** The word "day" means each calendar day or accumulation of calendar days.
- 1.10. **Director:** The Director of Purchasing and Contracts for the County of Volusia, Florida.
- 1.11. **Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.
- 1.12. **Proposal:** The document submitted by the Contractor in response to a formal solicitation used to determine if the Contractor is highly qualified. Can be used interchangeable with Response.
- 1.13. **Proposer:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the Solicitation. Can be used interchangeably with Bidder and Respondent.
- 1.14. **Protest:** See process at www.volusia.org/purchasing.
- 1.15. **Respondent:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the Solicitation. Can be used interchangeable with Bidder and Proposer.

- 1.16. **Respondent's Project Manager:** The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.
- 1.17. **Task Assignment:** Specific, detailed services or work placed against an awarded and established continuing services Contract memorialized as an Amendment to this Contract by the parties prior to the commencement of such Work or Services by the Contractor.
- 1.18. **Work or Scope of Work:** The construction and services required by the Contract Documents including all labor, materials, equipment and services incidental thereto, provided or to be provided by the Contractor to fulfill the Contractor's obligation to achieve Final Completion of the Project.

2. ORDER OF PRECEDENCE.

- 2.1 If Contractor finds a conflict, error, or discrepancy in the Task Assignment, it shall call it to the County Project Manager's attention, in writing, and request the County Project Manager's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the Contractor to the County Project Manager in a timely fashion so as not to cause additional costs due to delay. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order:
 - 2.1.1 Modifications (i.e., amendments or field orders) to the contract
 - 2.1.2 The contract between the county and Contractor
 - 2.1.3 Task Assignment
 - 2.1.4 Addenda, exhibits, or attachments material to the contract

3. SCOPE OF WORK.

- 3.1. **General Scope of Services.** The general Scope of Services shall be governed by Section 3.2 of this Contract. The Contractor shall provide services under this Contract in accordance with the Scope of Services set forth in Exhibit "A".
- 3.2. **Performance Criteria:**
 - 3.2.1. All Work or Services shall be performed in accordance with the Contract Documents and shall be approved by the County in writing prior to commencing any Work or Service(s) described herein or in a Task Assignment.
 - 3.2.2. This Contract standing alone does not authorize the performance of any Work or Services to be provided by the Contractor or require the County to place any orders for Work or a Service. Authorization for performance of professional services by the Contractor under this Contract shall be in the form of written Task Assignments issued and executed by the County and signed by the Contractor. Each Task Assignment shall describe the Services required, state the dates for commencement and completion of the Work, and establish the amount and method of payment.
 - 3.2.3. The Scope of Work for a Project shall be set forth with specificity and describe in detail all specifications, deliverables, additional performance criteria, maximum not-to-exceed compensation, the commencement and completion dates, materials, equipment, testing and any other item or criteria required to complete the Work or Services in the Task Assignment. Each Task Assignment shall relate to the General Scope of Work and Services and shall supplement this Contract and be made a part thereof.
 - 3.2.4. All materials and labor necessary to complete a Task Assignment shall be furnished

by the Contractor unless the Contract Documents state otherwise. Said materials shall be of good quality and as specified in the Contract Documents; and all work and labor will be performed to the satisfaction of the County.

- 3.2.5. The Contractor shall provide the services required herein strictly in an independent contractor relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. For each purpose related to this Contract and each Task Assignment, Contractor and Subcontractors shall be independent contractors with respect to the County and nothing herein shall create any association, partnership, joint venture or agency relationship between them. The County shall not provide vehicles or equipment to the Contractor to perform the duties required by a Task Assignment under this Contract nor will the County pay for any business, travel, office or training expense or any other contract performance expense not specifically set forth in the scope of services of a Task Assignment. The Contractor is not exclusively bound to the County and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the County in any Task Assignment.
- 3.2.6. As applicable to each Project performed by the Contractor during the term of this Contract or Task Assignment, the County may at any time, by written order, make changes within the general scope of a Task Assignment and the Work and/or Services to be performed through Amendments to the Task Assignment. Except as provided in this Contract otherwise, if any such change causes an increase or decrease in the Contractor's cost of, or the time required for performance of, the Project Work or Services, an equitable adjustment shall be made and this Contract shall be amended through the Amendment of the Task Assignment in writing stating the equitable adjustment prior to the commencement of Work covered by the equitable adjustment. Any claim by the Contractor for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the County grants in writing an additional period of time before the completion of the Contract; otherwise, the claim shall be deemed waived. The Contractor shall proceed with the prosecution of the Work or Service as changed. Except as otherwise provided in this Contract, no charge for any extra work or materials shall be allowed or approved by the County.
- 3.2.6.1. **Changes to Scope of Work.** Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented in one (1) or more Amendments to the Task Assignment signed by the County and Contractor prior to the commencement of Work or Services covered by the equitable adjustment. If, despite good faith negotiations, the parties are unable to agree to the terms of an Amendment to a Task Assignment, the parties shall follow the dispute resolution process provided under Section 18.
- 3.2.7. **Time is of the Essence.** Time is of the essence for each Task Assignment issued under this Contract and all Projects performed in accordance herewith will be performed "as expeditiously as is prudent in accordance with the normal and customary professional standard of care.

- 3.2.8. For each purpose related to this Contract, Contractor's Subcontractors shall be independent contractors with respect to the County, and nothing herein shall create any association, partnership, joint venture or agency relationship between them.
- 3.2.9. County and Contractor shall exhaust all methods to resolve issues, including but not limited to, the dispute resolution procedures in Section 18 of this Contract before any action is taken to declare the County or Contractor in default of this Contract.

4. TERM OF CONTRACT.

- 4.1. Subject to Section 4.2, the Term of this Contract shall commence on the Effective Date of this Contract or when it is fully executed by all parties and shall terminate three (3) years from the Effective Date. Except as provided in Section 4.2 the expiration of the term of a Task Assignment issued under this Contract shall have no effect upon this Contract. This Contract may be renewed by the County if the County determines that renewal is in the best interest of the County. Said renewal shall be in writing and made a part of this Contract and shall incorporate this Contract by reference.
- 4.2. All Task Assignments issued under this Contract shall terminate at the expiration of the term of the Task Assignment, unless amended in writing by the parties, or the term of this Contract, except if a Task Assignment issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion Date of said Task Assignment, including any Amendments thereto, and after all Work or Services under the Task Assignment have been approved and accepted by County's Project Manager. As such, the obligations entered therein by both parties under this Contract and said Task Assignment shall remain in full force and effect until completion of all Work or Services performed under this Contract and/or the Task Assignment.
- 4.3. The Work or Services to be rendered by the Contractor shall be commenced, as specified in the Task Assignments as may be issued hereunder, and shall be completed within the time specified therein.
- 4.4. No new or additional Task Assignments shall be issued after the Original Expiration Date of this Basic Contract. The extension of this Contract to coincide with the completion of an existing Task Assignment issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the County or the Contractor to enter into a new or additional Task Assignment after the original expiration date of this Contract, unless this Contract is renewed prior to entering into an Contract for a new or additional Task Assignment.

5. CONTRACT PRICE AND COMPENSATION.

- 5.1. For Work, Services, or each separate Project performed under a Task Assignment during the term of the Contract, the Contractor shall be paid Compensation in accordance with Exhibit B, Price List.
 - 5.1.1. Compensation shall not be adjusted because of errors or omissions which are not the fault of the County in computing the Project or Task Assignment costs which result in an increase in the cost of the Task Assignment or because the time for completion varies from the original estimate, including completion or substantial completion of the Task Assignment prior to the scheduled or Contract or Task Assignment completion date or on account of County's election to furnish any of the Work or Services. In addition, Contractor shall certify in the Task Assignment that the original contract price or Compensation for a Project or Task Assignment and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract

price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

- 5.1.7. **Invoices.** Invoices or payment requests shall be addressed by Contractor and submitted to the County's Project Manager.
 - 5.1.8. For each Task Assignment, Contractor shall submit a monthly statement for Professional Services rendered to the date of the statement. The monthly statements shall reflect the Work or Services actually completed at the time of billing. The Contractor's determination of the Work or Services actually completed is to be prepared by the Contractor and accompanied by such supporting data as may be required by the County Project Manager. County Project Manager shall review the Contractor's statement and notify the Contractor in writing within twenty (20) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.
 - 5.1.9. The County may withhold payment of any specific invoiced charges in a pay request or monthly statement which it disputes in good faith and pay all undisputed charges on the invoice, pay request or monthly statement.
 - 5.1.10. Within forty-five (45) days of acceptance by the County Project Manager of all the Work or Services for which Contractor has submitted the monthly statement of professional services, the Contractor shall be paid the unpaid balance of any money due for any undisputed Work or Services covered by said statement. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Part VII of Chapter 218 Florida Statutes (as amended).
 - 5.1.11. **Taxes.** County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Work or Services performed under this Contract.
 - 5.1.12. Pursuant to the terms and conditions articulated in this Contract, an appropriate fee shall be negotiated for each specific Project or Task Assignment to be performed under this Contract and such fee shall be stipulated, together with the Scope of Work for each Task Assignment or project, in separate Task Assignments to this Contract.
 - 5.1.13. **Contractor's Continuing Obligations.** Contractor's obligation to perform the Work or services and complete the Task Assignment in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor final payment to Contractor, nor the issuance of a certificate of substantial completion, nor any payment by County to Contractor under the Contract Documents nor any act of acceptance by the County nor any failure to do so, nor any correction of defective work by County shall constitute an acceptance of Work or Services not in accordance with the Contract Documents.
- 5.2 **Payment of Contractor's Subcontractors.** Contractor shall save and hold the County harmless from any and all claims or actions by Contractor's Subcontractors or payment of monies such Subcontractor claims to be owed by Contractor for Work performed under this Contract.
- 5.3 Nothing in this Contract shall create any obligation on the part of the County to pay directly to any Subcontractor of Contractor any monies due to such Subcontractor or claims of a Subcontractor for amounts owed by Contractor to Subcontractor for Work performed under this Contract.

6. TERMINATION.

- 6.1. The performance of Work or Services under this Contract may be terminated by the County in accordance with this clause in whole or from time to time in part, upon at least thirty (30) days prior written notice to Contractor whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the subsequent date upon which such termination becomes effective.
- 6.2. **Non-Appropriation.** Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the County due to non-appropriation shall be without a termination charge by Contractor. County shall not be obligated to pay Contractor under this Contract beyond the date of termination except as set forth in this Contract. County's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues.
- 6.3. Upon receipt of such notification, Contractor shall inform County of the extent to which performance is completed and unless notified in writing by the County otherwise, the Contractor shall take no further steps towards completion of the Project. Upon payment by County, Contractor shall deliver to County any and all completed Deliverables and Deliverables-in-progress that then exist for the Project. If the County terminates the Project due to the Contractor's failure to meet a completion deadline as set forth in this Contract, the County may seek the services for the Project from another contractor. Payment will be made to the Contractor pursuant to 6.4.15.
- 6.4. After receipt of a Notice of Termination as set forth in Section 6.1 above, and except as otherwise directed by the County, the Contractor shall:
 - 6.4.1. Stop work under this Contract on the date and to the extent specified in the Notice of Termination.
 - 6.4.2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Contract, as it is not terminated.
 - 6.4.3. Terminate all orders and subcontracts pursuant to this Section 6 to the extent that they relate to the performance of Work or Services terminated by the Notice of Termination.
 - 6.4.4. Assign to the County, in the manner, at the times and to the extent directed by the County, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - 6.4.5. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of a termination under Section 6. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County:

- 6.4.5.1. The sketches, calculations, reports, models, studies and other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the Notice of Termination; and,
- 6.4.5.2. The completed or partially completed designs, plans, drawings, information, and other property, which, if the Contract has been completed, would have been required to be furnished to the County.
- 6.4.6. Contractor shall complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.
- 6.4.7. After receipt of a Notice of Termination, the Contractor shall submit to the County its termination claim, in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one (1) or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall there upon pay to the Contractor the amount so determined.
- 6.4.8. Subject to the provisions of Section 6.4.7., the Contractor and the County may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to Section 6 which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price or Compensation as reduced by the amount of payments otherwise made and as further reduced by the contract price of Compensation for Work not terminated. As such, the Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing herein, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the County to agree upon the whole amount to be paid to the Contractor by reason of the termination of Work or Services pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor.
- 6.4.9. In the event of the failure of the Contractor and the County to agree as provided in Section 6.4.8. above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to Section 6, the County shall pay to the Contractor the amounts determined by the County as follows, but without duplication of any amounts already agreed upon by the parties.
 - 6.4.9.1. For completed Work or Services accepted by the County, the price or prices or Compensation specified in the Contract for such work, less any payments previously made.
 - 6.4.9.1.1. Notwithstanding section 5.1.4., the total compensation shall include the total of the following:
 - 6.4.9.1.1.1. The costs incurred by the Contractor in the performance of the Work and Services terminated, including initial costs and preparatory expenses

in a written document signed by the Contractor that all such information has been returned.

- 6.4.14. Except as provided in Section 6.4.12.1., the County shall return to Contractor or destroy all Contractor's Confidential Information in the County's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Contractor's Confidential Information and all copies of any of the foregoing (in whatever medium recorded)) and all Third-Party Products in its possession not yet accepted and not yet paid for in full together with all copies of documentation and other material related thereto, and shall certify in a written document signed by the County Project Manager that all such information and material has been returned or destroyed.
- 6.4.15. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 4 - Term of Contract, Section 5 - Contract Price and Compensation, and this Section 6, the County shall cause payments to be made to Contractor within thirty (30) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within thirty (30) days.
- 6.4.16. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the Notice of Termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within thirty (30) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.
- 6.4.17. All provisions of this Contract which imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Contract.

7. RESPONSIBILITY OF CONTRACTOR.

- 7.1. Contractor's performance of Work or Services shall be in accordance with the terms and conditions of this Contract and the applicable Task Assignment(s). The Contractor's performance of Work or Services shall be as a professional contractor to the County to carry out the activities of a Task Assignment under the direction of the County's Project Manager.
- 7.2. Contractor shall perform Work or Services required under this Contract or Task Assignment, including but not limited to reports, studies, schedules, estimates, the development or preparation of plans, specifications, and cost estimates pertaining to a Project. Contractor shall confer with the County Project Manager to ascertain the functional or design criteria of each Task Assignment. The services of Contractor shall also include of the following:
 - 7.2.1. Unless otherwise provided in this Contract or Task Assignment, Contractor shall commence in accordance with the Contract Documents the Services required for the Project or Task Assignment within ten (10) days of the County's Notice to Proceed.
 - 7.2.2. Contractor shall verify to the County for the applicable Task Assignment that all designs, specifications, and all data reports, studies, plans, bulletins, schedules, and other drawings therewith conform to the Scope of Work in the Task Assignment and

applicable governmental regulations, statutes, and ordinances, including any amendments thereto. Said certification shall be in the form acceptable to the County and made a part of this Contract and attached to the Task Assignment and incorporated herein by reference.

- 7.2.3. Contractor covenants, and agrees that there are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Work or Services.
- 7.2.4. The Contractor covenants and agrees that it will not contract for or accept employment for the performance of any Work or Service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the County.
- 7.2.5. Contractor covenants and agrees that all of the Work or Services to be furnished by Contractor under this Contract and any Task Assignment from the inception of this Contract or Task Assignment until the Project has been fully completed, shall be of the standard and quality that prevail among similarly situated licensed professional contractors engaged in the Contractor's profession or practice in the State of Florida under the same or similar circumstances involving the design and/or construction of the Project.
- 7.2.6. Contractor covenants and agrees as follows:
 - 7.2.6.1. Contractor recognizes that its special talent, training, and experience caused the County to select Contractor to be the prime professional on the Project or Task Assignment;
 - 7.2.6.2. Contractor comprehends the specifications and requirements of the Scope of Work of the applicable Task Assignment and the use of the same in their entirety to provide Project Deliverables;
 - 7.2.6.3. Contractor possesses the special skills to recognize material errors or omissions that shall make a Deliverable fail to perform within the specifications and requirements of the Scope of Work for the applicable Task Assignment.
 - 7.2.6.4. That Contractor shall adhere to the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a licensed professional in his field or practice performing the same or similar services or Work in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances.
- 7.2.7. Contractor covenants and agrees that any Project data, reports, studies, designs, drawings, specifications and requirements prepared by Contractor or its agents or subcontractors shall be completed, pursuant to Section 7.3.5. In addition, Contractor shall include in any such reports, studies, bulletins, schedules, designs, drawings, and/or specifications warnings about known hazards to the Project.
- 7.2.8. Contractor covenants and agrees to the following: (1) the Project plans and specifications shall conform to their foreseeable use in the Project with all the amenities as set forth in the plans and specifications in the Task Assignment; and, (2) the Contractor shall produce Deliverables made pursuant to Section 7.3.5. Contractor's duties, as set forth herein, shall at no time be in any way diminished by

reason of any approval by County of any plans or specifications in a Task Assignment, nor shall Contractor be released from any liability by reason of such approval by County, it being understood that County at all times is ultimately relying on Contractor's skill, expertise, and knowledge in preparing the plans and specifications or any other documentation. As such, said approval shall not be a defense to a claim or cause of action for contribution or indemnification by the County.

- 7.2.9. Contractor covenants and agrees that all persons connected with Contractor directly in charge of the professional work are duly registered and licensed under Florida law and pursuant to this Contract.
- 7.2.10. Contractor covenants and agrees that it shall be liable for all negligent acts, errors, or omissions proximately caused by Contractor, if any, in judgment relative to the Work or Services of any Task Assignment under which Contractor provides Work or Services.
- 7.2.11. Contractor covenants and agrees to call to County's attention anything of any nature in any deliverables, reports, studies, bulletins, schedules, designs, drawings, documentation, plans, specifications, requirements or instructions prepared by Contractor or data supplied to Contractor by the County or any other party that Contractor regards in Contractor's professional opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such data is furnished in the Project.
- 7.2.12. Contractor covenants and agrees to furnish efficient business administration of the Project and perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a Contractor with the degree of skills and diligence.
- 7.2.13. Contractor covenants and agrees that it shall, at its own cost, make good any errors in its Work or Services as soon as Contractor becomes aware of such errors or is notified of such defects. Should Contractor refuse or neglect to make good such errors within a reasonable time after receiving notice requesting such remedial work, then County, pursuant to Section 6., shall be entitled to make good such defective Services at the expense of Contractor and/or terminate this Contract and the Task Assignment. This commitment by Contractor is in addition to, and not in substitution for, any other remedy for defective Work or Services that County may have at law or in equity.
- 7.2.14. Contractor covenants and agrees to provide all necessary and required plans for the successful design or completion of a Project as agreed to in the Task Assignment's Scope of Work and as governed by this Contract. Written Deliverables shall be made and delivered in accordance with this Contract or Task Contract. Each written Deliverable shall be accurate, legible and suitable for public bidding purposes. For recommendations concerning the plan preparation of studies, plants, or specifications, the Contractor should refer to the latest applicable manuals as determined by the County Project Manager. All studies, plans, drawings or specifications must meet the County's requirements to obtain permits or government documents, licenses and certificates as applicable in a Task Assignment. In addition, the Contractor shall have the following responsibilities:
 - 7.2.14.1. Contractor shall be responsible for preliminary coordination with the County and other appropriate regulatory agencies so that design efforts are properly directed towards permit approval;

- 7.2.14.2. If applicable in a Task Assignment, prepare permit packages based on preliminary coordination with the County and other appropriate regulatory agency requirements at the time of submittal. The permit packages shall include site and system design information required by the County and other regulatory agencies, applicable sketches and calculations as set forth in the Task Assignment;
 - 7.2.14.3. Contractor shall respond to the requests of the County and other regulatory agencies concerning the submitted information. The Contractor shall report to the County any requests for information not required at the time of permit submittal, as made known during preliminary coordination, reproductions in excess of requirements, or regulation changes requiring permit resubmission:
 - 7.2.14.4. The County shall provide the permitting fees, but shall not pay an additional fee to the Contractor when the Contractor is required to resubmit a permit package to a regulatory agency so as to address deficiencies, omissions, or corrections to the original permit package that were the responsibility of the Contractor and that are not attributable to changes in rules made by the regulatory agency since submission of the original permit package:
 - 7.2.14.5. Contractor shall review all design and shop drawings and other data that the contractor is required to submit to the County or any state, local or federal agency. These drawings shall be reviewed for general conformance with the design concept of the Project and scope of work of the Task Assignment and general compliance with the information given in the Contract Documents;
 - 7.2.14.6. Contractor shall make final review of Project Deliverables to determine if Work or Services were completed in general conformance with the Contract Documents; and
 - 7.2.14.7. Contractor shall prepare and submit a schedule or timeline of each task listed in a Task Assignment.
- 7.2.15. **Annual Statement of Qualifications.** Annually, the Contractor shall submit to the County's Contracts Administrator statements of qualifications and performance data confirming that Contractor is a duly licensed and registered Licensed Residential Appraiser or Certified Residential Appraiser as applicable in connection with Contractor's professional practice and the Services or Work provided to the County under this Contract.
- 7.3. **Assurance.** Contractor gives County its assurance that all Work or Services performed under this Contract shall be timely performed and in accordance with the specifications and requirements of the Contract Documents and of any inspections (if applicable), tests (if applicable) or approvals required under the Contract Documents. All Work not conforming to the specifications and requirements of the Scope of Work of a Task Assignment or of the inspections, tests (if applicable) or approvals in a Task Assignment shall be considered materially defective and constitute a breach of this Contract or the Task Assignment.
- 7.4. **Tests and Inspections.** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected and tested, and Contractor has agreed in a Task Assignment to perform such services, Contractor shall furnish the County's Project Manager with the required certificates of

inspection, testing or approval. All tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization that may be required by law or the Contract Documents.

- 7.5. The Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports and any other service furnished by the Contractor under this Contract or any Task Assignment. The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in its Work or Service for which it is responsible.
- 7.6. All Work performed by Contractor including all general provisions, special provisions, job specifications, drawings, Addendum, Amendments to Task Assignments, written interpretations, and written orders for minor changes in Work, shall comply with the Scope of Work of a Task Assignment and all applicable local laws, codes, ordinances and statutes and the performance criteria in Section 3.2. Work not covered by Contract Documents in a Task Assignment shall not be required in a Project unless the County in its sole discretion determines that it is required by reasonable inference as being necessary to produce the intended Deliverable(s).
- 7.7. If applicable in a Task Assignment, Contractor will supervise and direct all Work or Services efficiently. As such, Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures for the design or development of a Deliverable. Further, Contractor shall be responsible for assuring the County that finished Deliverables comply accurately with the Contract Documents or plans and specifications of the Scope of Work in the applicable Task Assignment.
- 7.8. Contractor will make periodic visits as delineated in the Task Assignment to the site to observe the progress and quality of the executed construction Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents or Task Assignment. The efforts of the Contractor shall be directed toward providing assurance for the County that all Work completed in a Task Assignment shall conform to the requirements of the Scope of Work of the Task Assignment. On the basis of Contractor's observations, skills and experience, Contractor shall keep the County informed of the progress of all Work and shall endeavor to guard the County against defects and deficiencies in the Work. As required in the Task Assignment, each site visit will be followed by a report to the client of known deviations from the Contract Documents or plans and specifications in the Scope of Work of a Task Assignment.
- 7.9. Contractor shall issue with reasonable promptness all written clarifications or interpretations of a Task Assignment that Contractor may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Task Assignment.
- 7.10. **Concerning Subcontractors.**
 - 7.10.1. Contractor shall not employ any Subcontractor, other person or organization against whom the County may have reasonable objection, nor shall Contractor be required to employ any Subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any Subcontractor who has been accepted by the County without the County's approval.
 - 7.10.2. County's disapproval or requirement of removal or replacement of Contractor's employee or Subcontractor shall be deemed for lawful reasons if in County's reasonable judgment, such Contractor's employee or Subcontractor poses a threat or causes harm to the health, welfare, safety or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this

Contract, or who has been convicted of a felony or a misdemeanor involving “moral turpitude” or has been released or dishonorably discharged or separated under other than honorable conditions from any of the Armed Forces of the United States.

- 7.10.3. Contractor shall be fully responsible for all negligent acts and omissions of its Subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done.
- 7.10.4. Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents and the terms and conditions of Section 1-3 and 16 of this Contract for the benefit of the County.
- 7.10.5. The Contractor shall require all Subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the County and the Contractor.
- 7.10.6. Any Subcontractors or outside associates required by the Contractor in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified for each Project assigned under this Contract. Any substitution of such subcontractors or associates will be subject to the prior written approval of the County Project Manager.
- 7.10.7. Contractor shall save and hold the County harmless from any and all claims or actions by Contractor’s Subcontractors for payment of monies such Subcontractor claims to be owed by Contractor for Work performed under this Contract or a Task Assignment, provided that the County has paid Contractor in accordance with the terms of this Contract.
- 7.10.8. Nothing in this Contract or a Task Assignment shall create any obligation on the part of the County to pay directly to any Subcontractor of Contractor any monies due to such Subcontractor or claims of a Subcontractor for amounts owed by Contractor to Subcontractor for Work performed under this Contract or Task Assignment.

8. AUTHORIZATION FOR SERVICES.

- 8.1. **No Guarantee to Perform Projects.** The County makes no covenant or promise as to the number of available Projects, nor that the Contractor will perform any Project for the County during the life of this Contract. The County reserves the right to contract with other parties for the services contemplated by this Contract as determined in the County’s sole and absolute discretion.
- 8.2. **Certifications for Completed Work.** Contractor shall sign and seal (hereinafter “Certification”) all completed Work under a Task Assignment as required as a licensed professional or under Florida law; otherwise, the County Project Manager shall not have the authority to approve completed Work or Services and Contractor shall not be entitled to payment for the Work or Services covered by uncertified Work. In the event the County Project Manager accepts and approves completed Work bearing no such certification by the Contractor, such acceptance and approval shall not relieve Contractor or its Subcontractors

or agents of any liability for any defects, omissions or errors in the Deliverables of completed Work of a Task Assignment until such work is certified by Contractor.

9. INDEMNIFICATION.

9.1. **Indemnification.** The Contractor shall indemnify and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Contract, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

9.1.1 In all claims against County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, Contractor, or Subcontractor.

9.2. Confidential Information and/or Trade Secret do not include the following:

9.2.1. Information already known or independently developed the party in possession; or

9.2.2. Information in the public domain through no wrongful act of the party in possession; or

9.2.3. Information received by the party in possession from a third party who was free to disclose it; or

9.2.4. Information regularly disclosed to third parties without restriction on disclosure, or

9.2.5 Information required to be disclosed by law or an order of a court of competent jurisdiction.

9.3 In the event that Contractor does not enable the County to use that which Contractor has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of this Contract, Contractor shall be in material default of this Contract and subject to Section 6 - Termination.

9.4 **Indemnification for Grant Funded Projects.** For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their Consultants (FDEM) and the government of the United States, its employees and/or their Consultants (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

9.5 In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, or Subcontractors.

10. LIMITATION OF LIABILITY.

10.1. **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

11. COUNTY REPRESENTATIVE.

11.1. The Work or Services shall be provided by the Contractor under the direction of the authorized County Representative, except as limited by the County's Purchasing and Contracts Procedures (see www.volusia.org/purchasing), who shall have decision authority subject to the requirements of the County's Purchasing Procedures Manual for all phases of the Work, including general direction, review and approval of the Work or Services.

11.2. Neither the County Representative's review, approval or acceptance of, nor payment for any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County for all costs of any kind which were incurred by the County as a result of the Contractor's negligent performance of the services furnished under this Contract.

12. REUSE AND OWNERSHIP OF DOCUMENTS.

12.1. Provided that Contractor has been paid by County for all completed Work in the applicable Task Assignment in accordance with the terms of this Contract, the County shall have unlimited rights, for the benefit of the County, in all reports, statistical data, specifications, notes and other Contractor's work produced in the performance of this Contract, including right to copy plans for any purpose including for the use and maintenance of the Deliverable(s) of a Project. If County determines to reuse or adapt plans signed and sealed by Contractor, Contractor shall be entitled to further reasonable compensation at rates agreed upon by County and Contractor prior to executing and commencing any Work in a Task Assignment. Said rates shall be incorporated in the Task Assignment. Further, all documents prepared by Contractor pursuant to this Contract are instruments of service in respect of the Project or Task Assignment. The Contractor shall not be liable for the negligent reuse by the County of said documents.

12.2. All deliverables analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the Contractor's Work or Services or that have been created during the course of the Contractor's performance under this Contract shall become property of the County and/or "works made for hire" (as defined under the 1976 Copyright Act (Title 17 of the United States Code) as amended) after final payment is made to the Contractor.

13. EXPERT WITNESS

If requested by the County, the Contractor shall serve as an expert or professional witness for the

County in any legal proceedings arising in connection with this Contract. The expert or professional witness fee for Contractor shall be a reasonable rate negotiated at the time the Contractor is called for such a duty.

14. AUDIT RIGHT AND RETENTION OF RECORDS

14.1. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractor that are related to this Contract. Contractor and its Subcontractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of this Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractor to agree to the requirements and obligations of this Section 14.1. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures. All audits must be performed at Contractor's home office in Florida. Nothing in this section shall require Contractor to violate any laws applicable to Contractor as a provider of CDBG-DR appraisal services.

15. E-VERIFY.

15.1 The Contractor covenants and agrees to the following provisions, as required by law:

15.1.1 If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.

15.1.2 Contractor and any of Contractor's Subcontractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractor) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.

15.1.3 In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. The Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Agreement. If the County has a good faith belief that a Subcontractor knowingly violated the requirements set forth in this Section 15 or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section 15 and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.

15.1.4 If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section 15; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal Contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section 15, Contractor shall be ineligible for award of a public contract for at least 1 year after the date on which the Agreement was terminated.

16. INSURANCE REQUIREMENTS.

The Contractor shall purchase and maintain at its own expense, during the term of this Contract the types and amounts of insurance with limits no less than those shown on Exhibit "C", in the form and from companies satisfactory to the County. Contractor shall provide the required insurance detailed in Exhibit "C" for the entire term of the Contract. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit "C". For the purposes of Exhibit "C", the term "County" shall be defined as the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by Contract to provide additional insured status.

17. LOCAL GOVERNMENT POLICIES.

17.1. **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- 17.1.1 Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- 17.1.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 17.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County.
- 17.1.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 17.1.5 Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.
- 17.1.6 Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- 17.1.7 Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 17.2. **Financial Records.** The Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The County shall have the right to audit the books, records, and accounts

of the Contractor that are directly related to this Contract. The Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract. The Contractor shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be the County's responsibility to notify the Contractor of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment upon such entry.

- 17.3. **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Contract, the continuation of this Contract or Task Assignment beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Contract or Task Assignment, cancellation shall be accepted by Contractor with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the County due to non-appropriation shall be without a termination charge by Contractor. County shall not be obligated to pay Contractor under this Contract beyond the date of termination except as set forth in Section 6 – Termination. County's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Section 5 – Contract Price and Compensation. The parties agree to review the Project Work plan and remaining Work to be performed in advance of each new fiscal year for the County to compare the funding allocated for the next fiscal year to the cost of the remaining Scope of Work of the Project or Task Assignment, to determine whether or not the allocated funding will be adequate to cover all Work to be completed in the next fiscal year
- 17.4. **No Code Violation or Past Due Debt.** The Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the County of Volusia Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the County shall have the right to terminate this Contract as set forth herein.
- 17.5. **Changes Due to Public Welfare.** The County and Contractor agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.
- 17.6. **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Contract.
- 17.7. **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. Contractor agrees it shall

affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded or paid by County, including Titles I, II, and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with the requirements set forth in the USDOJ Final Rule pertaining to services, programs, and activities offered by state and local government entities to the public through the web and mobile applications, published at 89 FR 31320, regardless of the effective date of same, in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other government entity tasked with the enforcement of the ADA (“Enforcement Agency”) notes any deficiency in the facilities, practices, services, or operations of Contractor furnished or provided in connection with this Contract, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor’s failure to comply with the ADA as required by this paragraph. In performing under this Contract, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

17.7.1. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes (as amended), persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the county’s ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the county’s ADA Coordinator at 386-248-1760. Read the full [ADA Notice](#) under The American with Disabilities Act (Title II). Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

17.8. **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the term of this Contract and will comply, subject to the prior receipt thereof, with the County’s policies on drug-free and smoke-free work place during the term of this Contract.

17.9. **Background Checks.** Contractor and County understand that certain areas of the County’s premises may not be available to Contractor’s personnel without background checks and that such access is not required to perform the services contemplated by this Contract.

17.11. **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

17.10. Prohibition Against Contingent Fees.

17.10.1. The Contractor warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she or 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 Contractor any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate this Contract or Task Assignment without liability and, at its sole discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

17.10.2. Contractor understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes (as amended).

17.10.3. Any County official, agent or employee who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes (as amended).

17.11. EQUAL OPPORTUNITY; DISADVANTAGED BUSINESS ENTERPRISES: During the performance of this Contract, the Contractor agrees as follows:

17.11.1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, up-grading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17.11.2. County Code section 2-269, County Ordinance No. 90-20, § 9,5-17-90 of the County Council of the County of Volusia, establishing policies and procedures for the Disadvantaged and Women's Business Enterprises program shall be part of this Contract and the Contractor shall endeavor to fulfill the goals and policies of this Resolution as applicable to this Contract.

18. DISPUTE RESOLUTION.

18.1. The parties to this Contract shall exercise their best efforts to negotiate and settle promptly

any dispute that may arise with respect to this Contract in accordance with the provisions set forth in this Section. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Contract or Task Assignment and any applicable Scope of Services. Issues shall be escalated to successive management levels as indicated in Section 18.3.

- 18.2. If a dispute develops between the parties concerning any provision under this Contract or Task Assignment, or the interpretation thereof, or any conduct by the other party under these Contracts, and the parties are unable to resolve such dispute within ten (10) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 18.3. Upon issuance of a Dispute Notice, the Project Managers or designated representative(s) shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designated representative(s) shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative(s) within ten (10) business days, the Project Managers or designated representative(s) shall escalate the dispute as indicated below.

| Business Days | Contractor's Representative | County Representative |
|---------------|-------------------------------|--------------------------------------|
| 10 | Contractor | Project Manager |
| 10 | Contractor's Local Officer | Director of Purchasing and Contracts |
| 20 | Contractor's COO or President | Deputy County Manager |

- 18.4. **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation, in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction. If litigation is prematurely commenced, it shall be stayed until the mediator makes the required certification. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Contract. Failure to comply with these dispute resolution procedures as set forth in this Article 11.3 Formal Dispute Resolution does not preclude a party from filing a claim or lawsuit in order to (i) preserve any rights or causes of action that may expire or otherwise lapse due to an applicable claims deadline or statute of limitations or repose or (ii) seek emergency or other injunctive relief as appropriate to preclude irreparable harm or damage. This paragraph survives termination, cancelation, or expiration of this Contract.

19. FORCE MAJEURE.

- 19.1. Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation

not otherwise in effect at the time of execution of this Contract, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- 19.1.1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 19.1.2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- 19.1.3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Contract Amendment pursuant to the terms of the Contract.

20. CLAIMS NOTICE.

- 20.1. The Contractor shall timely report in writing to the County's Director of Risk Management any incident which it believes might result in a claim or claims against the County under any of the coverages mentioned herein.

Name: County of Volusia
Human Resources Division/Risk Management
Address: 125 West New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: (386) 736-5963
Fax: (386) 822-5006

21. SUCCESSORS AND ASSIGNS.

- 21.1. Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Contractor to obtain the County’s consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney’s fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County’s consent to the assignment shall not constitute a waiver of the rights of the County under this Section.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Contract.

- 22. **ADDITIONAL RIGHTS AND REMEDIES.** The rights and remedies of the County provided for under this Contract are in addition to any other rights and remedies provided by law; the County may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, with-holding, recoupment, or counterclaim, either during or after performance of this Contract.
- 23. **MBE.** This Contract is entered into by the County and Contractor pursuant to the minority business enterprise procurement goals under Section 287.09, F.S. (as amended).
- 24. **CONTROLLING LAW.** This Contract or Task Assignment is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Contract or Task Assignment shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys’ fees relating to any dispute arising under the Contract, unless otherwise stated herein.
- 25. **MODIFICATIONS TO CONTRACT.** This Contract or Task Assignment and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.
- 26. **NOTICE.** All notice required under this Contract or Task Assignment shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

| | |
|---|---|
| In the case of County: | with a copies of legal notices to: |
| County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972 | County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990 |
| In the case of Contractor: | with a copy of legal notices to: |
| Pomeroy appraisal Associates of Florida, Inc. Attn: Ronald Crouse Address: 600 N. Ridgewood Avenue Suite C Edgewater, Florida 32132 Phone: 386.423.5110 E-mail: ron@paaf.com | Pomeroy appraisal Associates of Florida, Inc. Attn: Ronald Crouse Address: 600 N. Ridgewood Avenue Suite C Edgewater, Florida 32132 Phone: 386.423.5110 E-mail: ron@paaf.com |

27. COUNTY DATA.

- 27.1 Contractor agrees and understands that all files and other information and data created in connection with the administration of this Contract constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Contractor agrees to maintain for public record access such files and to maintain for public access such files after termination of this Contract to the extent required by the laws of the State of Florida.
- 27.2 Upon any termination or expiration of this Contract, Contractor, upon County's written request, shall promptly deliver, but not more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format or such other format as mutually agreed upon by County and Contractor.
- 27.3 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS CONTRACT.
- 27.4 Location of County Data. Contractor shall not out-source any development and/or support for this Contract or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the County.

28. CONFLICTS. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Contract to utilize Subcontractor to perform any Services required by this Contract, Contractor agrees to require such Subcontractor, by written Contract, to comply with the provisions of this section to the same extent as Contractor.

29. REFERENCES TO COUNTY OR CONTRACTOR. Contractor agrees that during the term of this Contract, except as provided herein, Contractor may not reference County in Contractor's website, and/or press releases, and, may not place County's name and logo on Contractor's Web site or in collateral marketing materials relating to Contractor's products and Services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Contract shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Contract.

30. BANKRUPTCY RIGHTS AND COUNTY. All rights and licenses granted under or pursuant to this Contract or any attachments hereto by Contractor to County are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that County, as licensee of such rights under this Contract, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the

event of the commencement of a bankruptcy proceeding by or against Contractor under the Code, County shall be entitled to retain all of its rights under this Contract.

31. **WAIVER OF BREACH AND MATERIALITY.** Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
32. **SEVERANCE.** In the event this Contract or a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Contractor elects to terminate this Contract.
33. **ENTIRE CONTRACT.** This Contract contains the entire contract between Contractor and County. Any modifications to this Contract shall not be binding unless in writing and signed by both parties.
34. **APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL.** This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Contract shall be exclusively in the state courts of the Judicial Circuit of County of Volusia, Florida, unless one or more causes of action are solely cognizable in federal court, in which case, venue for and jurisdiction over such dispute(s) shall be in the Middle District of Florida, Orlando Division. By entering into this Contract, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Contract.
35. **PRIOR CONTRACTS.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
36. This Contract or Task Assignment, together with any exhibits, schedules, attachments and amendments thereto constitute the entire Contract between County and Contractor and supersede all prior written or oral understandings.
37. **Scrutinized Companies-FL Statute Section 287.135 and 215.473.** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must have submitted the certification form with their response to County Solicitation 25-SQ-141KW. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have

the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

38. Electronic Signatures

Vendor acknowledges that the undersigned (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory and the Contractor. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have made and executed this Contract for CDBG-DR Appraisal Services, the day and year below written.

Attest:

DocuSigned by:

Dana Rhymes-Jones
Dana Rhymes-Jones
Executive

Date: 10/14/2025 | 10:59:36 EDT

COUNTY OF VOLUSIA

DocuSigned by:

BY: George Recktenwald
George Recktenwald
County Manager

Date: 10/14/2025 | 10:51:28 EDT

Attest:

Signed by:

Colton W. Crouse
Signature

Colton W. Crouse
Print Name

Accountant
Title

Date: 10/13/2025 | 17:10:13 EDT

POMEROY APPRAISAL ASSOCIATES OF FLORIDA, INC

Signed by:

BY: Ronald S. Crouse
Signature

Ronald S. Crouse
Print Name

President
Title

Date: 10/13/2025 | 16:51:01 EDT

- Exhibit "A" – Scope of Services
- Exhibit "B" – Pricing
- Exhibit "C" - Insurance Requirements
- Exhibit "D" – Proposal

Exhibit A - Scope of Services

A general description of the scope of professional services required includes, but is not limited to, the following:

Minimum Standards for Appraisals: Appraisal or reappraisal standards for properties shall be based on a professional determination and opinion of the current and pre-disaster fair market value of land (improved or unimproved) and any improvements furnished by Volusia County.

To be considered qualified to complete appraisal work, appraisers must be certified as a MAI (Member of the Appraisal Institute) with all appraisal reports submitted as a final work product certified by an MAI appraiser. Contractors shall have an active license and Certification from the State of Florida to perform real estate appraisals. Appraisals prepared by real estate sales associates or real estate brokers certified by the Florida Department of Business and Professional Regulation without MAI certification and current State Certification for real estate appraising will not be accepted. Contractors shall agree to be guided by recognized appraisal standards propounded by the American Institute of Real Estate Appraisers and to have a background of higher education and experience that would reasonably qualify them for appraisal tasks. Depending on the appraisal task requested, a qualified appraiser shall be able to competently execute the three general approaches to real estate appraising. These shall include the income approach, the replacement approach and the comparable sales approach with reconciliation of all three approaches, as may be required by the specific assigned task. The Appraisal Report requested for appraisals shall be in a Summary Appraisal Report format.

Contractors shall comply with the Uniform Standards of Professional Appraisal Practice in all appraisals performed. Contractors shall also be qualified to meet all State and Federal appraisal standards for acquisition of additional property that may be purchased in whole or in part with Federal or state funding.

All appraisals shall be complete within thirty (30) days from the date of a site visit, which will be scheduled by the Office of Recovery and Resiliency staff.

25-SQ-141KW
EXHIBIT B

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|---------------------------------|-----------------|-----------|
| 1 | Single Family Residential | Flat Rate | \$450.00 |
| 2 | Single Family Desktop Appraisal | Flat Rate | \$375.00 |
| 3 | All other appraisals | Hourly | \$125.00 |

25-SQ-141KW
 EXHIBIT C
 Required Types and Limits of Insurance

| | |
|--|--|
| TYPE OF INSURANCE | |
| WORKERS COMPENSATION <input checked="" type="checkbox"/> Waiver of Subrogation | Florida Statutory Coverage |
| COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> County Additional Insured <input checked="" type="checkbox"/> Waiver of Subrogation | EACH OCCURRENCE \$ 1,000,000 |
| | GENERAL AGGREGATE \$ 2,000,000 |
| | Premises-Operations \$ 1,000,000 |
| | Products & Completed Ops |
| | Personal & Adv Inj. \$ 1,000,000 |
| | Fire Damage \$ |
| | \$ |
| AUTO LIABILITY <input checked="" type="checkbox"/> Any Auto | Combined Single Limit \$ 100,000 |
| | Bodily Injury (Per person) \$ |
| | Bodily Injury (Per accident) \$ |
| | Property Damage (Per Accident) \$ |
| <i>Note: Contractor shall be limited to use of scheduled vehicles if does not have Coverage Symbol 01 (Any Auto). If contractor does not own any vehicles, Contractor shall have coverage symbol 8 (Hired Autos) and coverage symbol 9 (Non-Owned Autos).</i> | |
| PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> Property Appraisal Errors & Omissions | \$ 1,000,000 Per Claim/Aggregate \$ 10,000 Maximum Deductible |
| CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder: | |
| Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Kathy Williams</u> | |

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this Solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

The policy limits for all required policies in the Required Types and Limits of Insurance Chart shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the Solicitation and/or Contract Documents.

2. Subcontractors/Subconsultants and Independent Contractors/Consultants

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described in this Solicitation.

3. Claims Made Basis Insurance Policies

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

4. Risk Retention Groups and Pools

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

5. Minimum Required Policies and Limits

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

6. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

7. Disposal of Materials

If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

8. Workers' Compensation

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of

employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

9. Commercial General Liability Insurance.

The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractor or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds.

For construction related projects, County shall be added as additional insured to Contractor's policy by both ISO Endorsements CG 20 38 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalents. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38 and CG 20 37, or their equivalents.

For non-construction projects, Contractor shall add County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

10. Motor Vehicle Liability

The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in the Required Types and Limits of Insurance Chart for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart. If Motor Vehicle Liability is by endorsement to another policy required in the Required Types and Limits of Insurance Chart, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in the Required Types and Limits of Insurance Chart, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

11. Professional Liability

The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown in the Required Types and Limits of Insurance Chart. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or its agents or employees. For Contractors providing Architectural and Engineering related services, policy shall be broad enough to include errors and omissions specific to Contractor's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

12. Primary and Excess Coverage

Any insurance required may be provided by primary and excess insurance policies.

13. General Insurance Requirements

- A. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- B. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of

Work or Services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

- C. **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including Workers' Compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- D. **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- E. **Cancellation Notices.** During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- F. **Deductibles and Self-Insured Retentions.**
1. Contractors that maintain and administer a self-insured retention or a large deductible formal program exceeding the insurance requirements listed in the Required Types and Limits of Insurance Chart to fund either program may submit an exception request in accordance with the Solicitation section detailing Revisions, Addenda, Questions & Answers to be considered for this Solicitation. The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.
 2. Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered.
 3. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.
- G. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds

which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

14. Proof of Insurance.

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and any time after the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.
- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
- D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
- E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

15. Provide Proof of Insurance

Provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final

forms must contain the correct Solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy of the notice with the response.



County of Volusia
Purchasing and Contracts
Pam Wilsky, Director
123 W. Indiana Ave., DeLand, FL 32720

[POMEROY APPRAISAL] RESPONSE DOCUMENT REPORT

RSQ No. 25-SQ-141KW

[CDBG-DR Appraisal Services](#)

RESPONSE DEADLINE: August 28, 2025 at 3:00 pm

Report Generated: Monday, September 8, 2025

Pomeroy Appraisal Response

CONTACT INFORMATION

Company:

Pomeroy Appraisal

Email:

ron@paaf.com

Contact:

RONALD CROUSE

Address:

600 N Ridgewood Ave Suite C
Edgewater, FL 32132

Phone:

(368) 690-8175

Website:

paaf.com

Submission Date:

Aug 8, 2025 6:56 PM (Eastern Time)

[POMEROY APPRAISAL] RESPONSE DOCUMENT REPORT
RSQ No. 25-SQ-141KW
CDBG-DR Appraisal Services

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Acknowledgements

ACKNOWLEDGMENT*

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits, including construction drawings, technical specifications, and permits, if applicable. (By checking yes, vendor agrees to the attached County of Volusia Purchase Order (PO) or Master Agreement (MA) Terms and Conditions, if included with this solicitation.)
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or Contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

Yes

SCOPE OF SERVICES ACKNOWLEDGEMENT*

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

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Yes

DOCUMENT UPLOAD FORMAT ACKNOWLEDGEMENT*

By checking yes, the Respondent acknowledges that all uploaded documents are in one of the following formats:

- Microsoft Word
- Microsoft Excel
- Adobe PDF

Any other format is not compatible with OpenGov and may render your response unreadable.

Yes

SAMPLE CONTRACT/AGREEMENT RECEIPT. *

By checking yes, the Respondent acknowledges that the Respondent has received and reviewed the sample contract/agreement attached in the Attachments/Exhibits Section.

Yes

BY CHECKING YES, THE VENDOR AGREES TO COMPLY WITH THE E-VERIFY REQUIREMENTS AS DESCRIBED IN THIS SECTION.*

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractor. Any subcontract entered into by Contractor with any Subcontractor performing Work under this Contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

[POMEROY APPRAISAL] RESPONSE DOCUMENT REPORT
RSQ No. 25-SQ-141KW
CDBG-DR Appraisal Services

Yes

COMPLETE AND UPLOAD THE FEDERAL CONTRACT PROVISIONS. *

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions.

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractor shall comply with the applicable sections of the Federal Contract Provisions attached.

Please download the attached document, complete, and upload.

- [Federal Contract Provisions...](#)

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REGISTRATION ON SAM.GOV*

For any federally funded project, Respondent agrees to register on SAM.gov if awarded a contract under this solicitation.

Yes

INSURANCE ACKNOWLEDGEMENT*

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

Yes

DRUG-FREE WORKPLACE*

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

Yes

NAME AND TITLE OF AUTHORIZED AGENT OF THE RESPONDENT*

[POMEROY APPRAISAL] RESPONSE DOCUMENT REPORT

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Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

Ronald S. Crouse

CONFLICT OF INTEREST*

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

No

ENTER EXPLANATION OF THE CONFLICT OF INTEREST INDICATED ABOVE.*

If the response to the above question is "Yes", enter an explanation of the conflict. If the response to the above question is "No", enter N/A.

None

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DO YOU OR ANY OWNER(S), PRINCIPAL(S), OR OFFICER(S) OF YOUR FIRM CURRENTLY SERVE ON ANY VOLUSIA COUNTY BOARD(S) OR COMMITTEE(S)?*

No

IF YOU INDICATED YES TO VOLUSIA COUNTY BOARD/COMMITTEE QUESTION ABOVE.

Please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

None

REVISIONS, ADDENDA, QUESTIONS & ANSWERS*

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

Yes

2. Public Entity Crime

PUBLIC ENTITY CRIME ACKNOWLEDGEMENT*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity,

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and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

ACKNOWLEDGMENT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION*

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes

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ENTER EXPLANATION OF THE 'NO' RESPONSE TO THE CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.*

None

4. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

BY SELECTING 'YES', THE RESPONDENT ACKNOWLEDGES AND AGREES TO THE 'CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.' *

Yes

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5. Forms/Documentation

SUBMITTAL FORM *

Please download the below documents, complete, and upload.

- [Submittal Form.pdf](#)

Document_250808_180145.pdf

MEMORANDUM OF AUTHORITY

If the Authorized Signatory identified in the Section (Name and Title of Authorized Agent of the Respondent) above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

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W-9*

Please attach current W-9 Form.

W-9_pom2024.pdf

PROOF OF INSURANCE *

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

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HOLD HARMLESS AGREEMENT

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

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- [Volusia Hold Harmless Agree...](#)

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PROFESSIONAL CERTIFICATION/LICENSES*

Respondent and their Subcontractor shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subcontractor shall submit with their submittal, copies of their professional license.

Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

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FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS' DETAIL BY ENTITY NAME REPORT *

Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

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PROHIBITION AGAINST CONTINGENT FEES*

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Conting...](#)

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HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES*

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A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- [Volusia Human Trafficking A...](#)

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6. Additional Information

DO YOU ACCEPT ELECTRONIC FUNDS TRANSFER (EFT)? *

No

IF YES TO EFT QUESTION ABOVE, PROVIDE PERCENTAGE: *

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

No

PAYMENT TERMS *

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

No

PLEASE SUBMIT YOUR TOTAL NUMBER OF EMPLOYEES. *

2

ARE YOU A SOLE PROPRIETOR? *

A sole proprietorship is a type of business where there is no legal distinction between the owner and the business entity. It is owned, managed, and controlled by a single owner.

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No

REFERENCES *

Please download the below documents, complete, and upload.

Please fill out the attached form completely. The County will only contact the references listed on this form. Additional project information may be provided on separate sheets, however, that information will not be used for the evaluation of any response.

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Contractor's qualification for the scope of services.

- [References Form\(492427\) \(1\)...](#)

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7. Proposal Requirements

SUBMITTAL LETTER / FIRM PROFILE*

Submittal Letter signed by an authorized agent of the firm.

A brief profile of the firm, including:

- A. A brief history of the business;
- B. Organizational structure of business;
- C. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;

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- D. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org; If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.
- E. Ownership interests;
- F. Active business venues - geographic location where you firm is currently conducting business (counties, states, etc.);
- G. Present status and projected direction of business;
- H. Respondent shall also list any lawsuits in which their team (firm & sub consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

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FIRM/EMPLOYEE QUALIFICATIONS *

Qualifications of the firm and the employees that will be assigned to the County.

Key personnel inclusive of resumes, licenses, business venues, etc.

Ron_2024_long_-_Copy.pdf

Company_2023.pdf

PROJECT APPROACH*

Respondent shall provide overall project methodology/approach to support the needs and objectives of the solicitation, including method for quality control, per Section 7, Evaluation Criteria.

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PRICING PROPOSAL*

Pricing shall be completed in Section 9.0.

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PRICE TABLES

APPRAISAL SERVICES

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|-------------------------------------|-----------------|-----------|
| 1 | Single Family Residential Appraisal | Flat Rate | \$450.00 |
| 2 | Single Family Desktop Appraisal | Flat Rate | \$375.00 |
| 3 | All other appraisals | Hourly | \$125.00 |

FEDERAL CONTRACT PROVISIONS

Contractor agrees to comply with all requirements checked below

- Equal Employment Opportunity** – for all contracts for construction work which is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

This requirement applies to all FEMA/Federal grant and cooperative agreement programs.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis Bacon Act Equal Employment Opportunity – applies to all contracts for construction work as defined above.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA/Federal grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

Copeland Anti-Kickback Act

This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the

Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

**Contract Work Hours and Safety Standards Act**

This requirement applies to all FEMA/Federal contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County of Volusia or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**Rights to Inventions Made Under a Contract or Agreement**

If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding

agreement,” the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F)

This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

Clean Air Act and the Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension

This requirement applies to all FEMA/Federal grant and cooperative agreement programs.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by State of Florida and County of Volusia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and County of Volusia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix A.



Byrd Anti-Lobbying Amendment

This requirement applies to all FEMA/Federal grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix B.



Procurement Of Recovered Materials

This requirement applies to all contracts awarded by a non-federal entity under FEMA/Federal grant and cooperative agreement programs.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.



Access to Records

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide State of Florida, County of Volusia, the FEMA (Federal grant) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA (Federal grant) Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the State of Florida, County of Volusia, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA (Federal grant) Administrator or the Comptroller General of the United States.

Changes

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

Department of Homeland Security (DHS) Seal, Logo, and Flags

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA/Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA/Federal policies, procedures, and directives.”

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Domestic Preferences for Procurements

The Contractor acknowledges that they, as appropriate and to the extent consistent with law, shall, when practicable purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). [See 2 C.F.R. Part 200.322.](#)

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (a) Procure or obtain;
 - (b) Extend or renew a contract to procure or obtain; or
 - (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
3. See Public Law 115-232, section 889 for additional information.
4. See also 2 CFR §200.471. Telecommunication costs and video surveillance costs.
 - (a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
 - (b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

I hereby certify that I have read and understand the requirements of these Federal Contract Provisions and that I, as the Respondent, will comply with all requirements.

x 

Authorized Signature
Ronald S. Crouse

Printed Name
President 8/8/25

Title Date
Pomeroy Appraisal Associates of Florida Inc

Company Name
600 N. Ridgewood Ave Suite C Edgewater Florida 32132

Full Address
3864235110 **3864233066** **ron@paaf1.com**

Telephone Fax E-mail Address

SUBMITTAL FORM

The undersigned hereby declare(s) that [firm name] Pomeroy Appraisal Associates of Florida Inc has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this Solicitation.

I hereby certify that I have read and understand the requirements of this Solicitation and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Solicitation.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with the County of Volusia. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types of Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Response is true and correct:

| | | |
|---|--------------------------|---------------------------------------|
| Signature / Authorized Signatory  | | |
| Printed Name Ronald S. Crouse | | Date 8/8/25 |
| Title President | | |
| Company Name Pomeroy Appraisal Associates of Florida Inc | | |
| Full Address <small>800 N Ridgewood Ave Suite C Edgewater Florida 32132</small> | | |
| Telephone 3864235110 | Fax 3864233066 | E-mail Address ron@paaf.com |
| Dun & Bradstreet # | Federal I.D. # | |



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

POMEROY APPRAISAL ASSOCIATES OF FLORIDA INC.

Filing Information

| | |
|-----------------------------|------------|
| Document Number | H08984 |
| FEI/EIN Number | 59-2440935 |
| Date Filed | 06/21/1984 |
| State | FL |
| Status | ACTIVE |
| Last Event | AMENDMENT |
| Event Date Filed | 10/19/2016 |
| Event Effective Date | NONE |

Principal Address

600 N. RIDGEWOOD AVE.
EDGEWATER, FL 32132

Changed: 01/24/2008

Mailing Address

600 N. RIDGEWOOD AVE.
EDGEWATER, FL 32132

Changed: 01/24/2008

Registered Agent Name & Address

CROUSE, RONALD S
600 N. RIDGEWOOD AVE.
EDGEWATER, FL 32132

Name Changed: 01/29/2000

Address Changed: 01/12/2001

Officer/Director Detail

Name & Address

Title P

CROUSE, RONALD S
600 N RIDGEWOOD AVE

EDGEWATER, FL 32132

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2022 | 01/28/2022 |
| 2023 | 02/20/2023 |
| 2024 | 02/08/2024 |

Document Images

| | |
|---|--|
| 02/08/2024 -- ANNUAL REPORT | View image in PDF format |
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| 04/19/2018 -- ANNUAL REPORT | View image in PDF format |
| 01/24/2017 -- ANNUAL REPORT | View image in PDF format |
| 10/19/2016 -- Amendment | View image in PDF format |
| 03/14/2016 -- ANNUAL REPORT | View image in PDF format |
| 01/16/2015 -- ANNUAL REPORT | View image in PDF format |
| 04/07/2014 -- ANNUAL REPORT | View image in PDF format |
| 01/11/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/05/2012 -- ANNUAL REPORT | View image in PDF format |
| 01/18/2011 -- ANNUAL REPORT | View image in PDF format |
| 02/03/2010 -- ANNUAL REPORT | View image in PDF format |
| 01/20/2009 -- ANNUAL REPORT | View image in PDF format |
| 01/24/2008 -- ANNUAL REPORT | View image in PDF format |
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| 04/23/2002 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2001 -- ANNUAL REPORT | View image in PDF format |
| 01/29/2000 -- ANNUAL REPORT | View image in PDF format |
| 03/16/1999 -- ANNUAL REPORT | View image in PDF format |
| 04/02/1998 -- ANNUAL REPORT | View image in PDF format |
| 04/04/1997 -- ANNUAL REPORT | View image in PDF format |
| 04/17/1996 -- ANNUAL REPORT | View image in PDF format |
| 03/02/1995 -- ANNUAL REPORT | View image in PDF format |
| 06/21/1984 -- Off/Dir Resignation | View image in PDF format |

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | | |
|--|--|--|--|
| Print or type. See Specific Instructions on page 3. | 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Pomeroy Appraisal Associates of FL Inc | | |
| | 2 Business name/disregarded entity name, if different from above. | | |
| | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> |
| | 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/> | | |
| | 5 Address (number, street, and apt. or suite no.). See instructions. 600 N.ridgewood Ave, Suite C | | Requester's name and address (optional) |
| | 6 City, state, and ZIP code Edgewater Florida 32132 | | |
| | 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

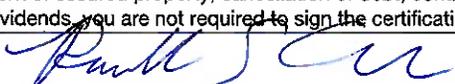
| | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | - | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 5 | 9 | - | 2 | 4 | 4 | 0 | 9 | 3 | 5 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|---|-----------------------|
| Sign Here | Signature of U.S. person  | Date 6/5/24 |
|------------------|---|-----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

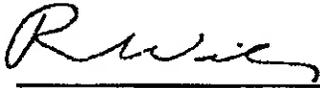
New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF INSURANCE

| | |
|---|---|
| <p>Producer: LIA ADMINISTRATORS & INSURANCE SERVICES P.O. Box 1319 Santa Barbara, CA 93102-1319</p> | <p>Issue Date: 03/12/2025 This Certificate is issued 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 policy below.</p> |
|---|---|

| | |
|---|--|
| <p>Insured: 109847 POMEROY APPRAISAL ASSOCIATES OF FL., INC. Ronald S. Crouse 600 North Ridgewood Avenue Edgewater, FL 32132 Fax Number: 386-423-3066</p> | <p align="center"><u>COMPANY AFFORDING COVERAGE</u></p> <p align="center">Aspen Specialty Insurance Company</p> <p align="center"></p> <p align="center">_____ Authorized Representative</p> |
|---|--|

This is to certify that the policy of insurance listed below has been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term of condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

DISCLAIMER: This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy

| TYPE OF INSURANCE | POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE | LIMITS | |
|------------------------|---------------|----------------|-----------------|---------------------------------|------------------------------|
| Professional Liability | ASI004455-10 | 03/10/2025 | 03/10/2026 | Each Claim General Aggregate | \$ 1,000,000 \$ 2,000,000 |

Description of Operations/Locations/Special Items:
REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE

| | |
|--|--|
| <p>Certificate Holder: City of New Smyrna Beach 210 Sams Avenue New Smyrna Beach, FL 32168</p> | <p>Cancellation: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> |
|--|--|

HOLD HARMLESS AGREEMENT

I, Ronald S. Crouse, (*print owner's name*), am the owner of Pomeroy Appraisal Associates of Florida Inc (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On 8/8, 2025, the County of Volusia and I or (*the above-named business*) entered into a Contract for Ronald S. Crouse (*please insert name of Contract*) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: *Ronald S. Crouse* (print name) Ronald S. Crouse
 (signature)
 Employee 1: *Colton W. Crouse* (print name) Colton W. Crouse
 (signature)
 Employee 2: _____ (print name) _____
 (signature)
 Employee 3: _____ (print name) _____
 (signature)

STATE OF FLORIDA
 COUNTY OF VOLUSIA

Sworn to and subscribed before me this 8 day of AUGUST, 2025, by RONALD S. CROUSE, who is/are personally known to me or who has/have produced _____ as identification.

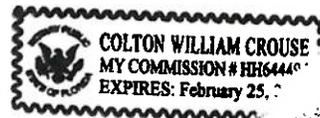
NOTARY PUBLIC – STATE OF FLORIDA

Type or print name: COLTON W CROUSE

Commission No.: HH644497

Commission Expires: 2/25/29

(Seal)



RONALD S. CROUSE, ASA, CRA, IFAS
PAGE7



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CROUSE, RONALD STEVEN

600 N RIDGEWOOD AVE
EDGEWATER FL 32132

LICENSE NUMBER: RZ670

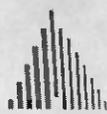
EXPIRATION DATE: NOVEMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Appraisal Institute®

Professionals Providing Real Estate Solutions

This Certifies That

Ronald S. Crouse

was admitted to associate membership in the Appraisal Institute on the 5th day of November, 1986 and is entitled to all the rights and privileges of associate membership subject only to the limiting conditions set forth from time to time in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President.

President

This certificate is the property of the Appraisal Institute and must be returned to the Chief Executive Officer upon termination of membership.

East Florida Chapter

American Society of Appraisers



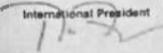
This is to certify that
Ronald Stephen Crouse
 has duly qualified for membership in the American Society of Appraisers and
 has been duly elected and admitted thereto by its Board of Governors
 and is hereby declared to be an
Accredited Senior Appraiser
Real Property / Urban
 entitled, under the conditions prescribed in its by-laws, to exercise all
 the rights and privileges granted thereunder to members.

Signed, Sealed and Attested

This 18th day of Feb. 19 99

 International Secretary



International President


This certificate is the property of the American Society of Appraisers and must be returned to the International Office when membership is terminated.

National Association of Review Appraisers & Mortgage Underwriters



heraby certifies that

Ronald S. Crouse

has been qualified for membership in the

NATIONAL ASSOCIATION OF REVIEW APPRAISERS & MORTGAGE UNDERWRITERS

and has been admitted by its Board of Directors and declared to be a

CRA - Certified Review Appraiser

and is heraby granted this certificate under the conditions presented in its by laws

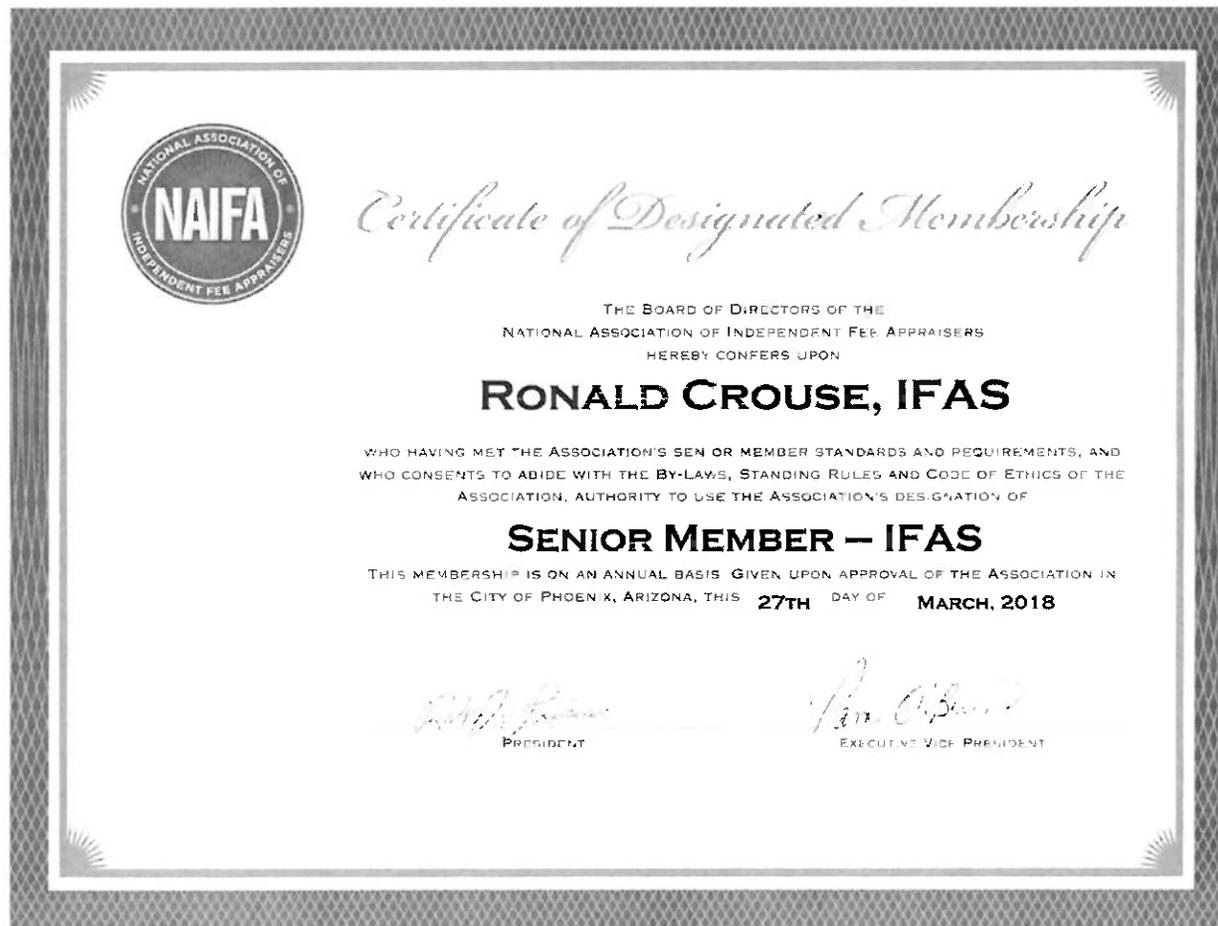


[Signature]
Executive Director

Member Since: *March 01, 2004*

ID # *NU-51366*

Date Issued: *June 03, 2014*





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

POMEROY APPRAISAL ASSOCIATES OF FLORIDA INC.

Filing Information

| | |
|-----------------------------|------------|
| Document Number | H08984 |
| FEI/EIN Number | 59-2440935 |
| Date Filed | 06/21/1984 |
| State | FL |
| Status | ACTIVE |
| Last Event | AMENDMENT |
| Event Date Filed | 10/19/2016 |
| Event Effective Date | NONE |

Principal Address

600 N. RIDGEWOOD AVE.
EDGEWATER, FL 32132

Changed: 01/24/2008

Mailing Address

600 N. RIDGEWOOD AVE.
EDGEWATER, FL 32132

Changed: 01/24/2008

Registered Agent Name & Address

CROUSE, RONALD S
600 N. RIDGEWOOD AVE.
EDGEWATER, FL 32132

Name Changed: 01/29/2000

Address Changed: 01/12/2001

Officer/Director Detail

Name & Address

Title P

CROUSE, RONALD S
600 N RIDGEWOOD AVE

EDGEWATER, FL 32132

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2022 | 01/28/2022 |
| 2023 | 02/20/2023 |
| 2024 | 02/08/2024 |

Document Images

| | |
|---|--|
| 02/08/2024 -- ANNUAL REPORT | View image in PDF format |
| 02/20/2023 -- ANNUAL REPORT | View image in PDF format |
| 01/28/2022 -- ANNUAL REPORT | View image in PDF format |
| 03/01/2021 -- ANNUAL REPORT | View image in PDF format |
| 03/11/2020 -- ANNUAL REPORT | View image in PDF format |
| 04/04/2019 -- ANNUAL REPORT | View image in PDF format |
| 04/19/2018 -- ANNUAL REPORT | View image in PDF format |
| 01/24/2017 -- ANNUAL REPORT | View image in PDF format |
| 10/19/2016 -- Amendment | View image in PDF format |
| 03/14/2016 -- ANNUAL REPORT | View image in PDF format |
| 01/16/2015 -- ANNUAL REPORT | View image in PDF format |
| 04/07/2014 -- ANNUAL REPORT | View image in PDF format |
| 01/11/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/05/2012 -- ANNUAL REPORT | View image in PDF format |
| 01/18/2011 -- ANNUAL REPORT | View image in PDF format |
| 02/03/2010 -- ANNUAL REPORT | View image in PDF format |
| 01/20/2009 -- ANNUAL REPORT | View image in PDF format |
| 01/24/2008 -- ANNUAL REPORT | View image in PDF format |
| 01/08/2007 -- ANNUAL REPORT | View image in PDF format |
| 01/20/2006 -- ANNUAL REPORT | View image in PDF format |
| 01/19/2005 -- ANNUAL REPORT | View image in PDF format |
| 04/12/2004 -- ANNUAL REPORT | View image in PDF format |
| 03/26/2003 -- ANNUAL REPORT | View image in PDF format |
| 04/23/2002 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2001 -- ANNUAL REPORT | View image in PDF format |
| 01/29/2000 -- ANNUAL REPORT | View image in PDF format |
| 03/16/1999 -- ANNUAL REPORT | View image in PDF format |
| 04/02/1998 -- ANNUAL REPORT | View image in PDF format |
| 04/04/1997 -- ANNUAL REPORT | View image in PDF format |
| 04/17/1996 -- ANNUAL REPORT | View image in PDF format |
| 03/02/1995 -- ANNUAL REPORT | View image in PDF format |
| 06/21/1984 -- Off/Dir Resignation | View image in PDF format |

PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, Pomeroy Appraisal Associates of Florida Inc, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By Ronald S. Crouse
(Signature)

Date 8/8/25

By Ronald S. Crouse - President
Corporate Officer Name & Title

STATE OF FLORIDA
COUNTY OF VOLUSIA

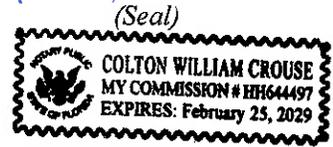
Sworn to/affirmed and subscribed before me this 8 day of AUGUST, 2025, by RONALD S. CROUSE, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF FLORIDA

Type or print name: COLTON W. CROUSE

Commission No.: HH644497

Commission Expires: 2/25/29



Contractor Name:

Solicitation Number:

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES

Name of Entity/Contractor: Pomeroy Appraisal Associates of Florida Inc ("Nongovernmental Entity")

This form has been completed by a duly authorized officer or representative of the Nongovernmental Entity in conjunction with the execution, renewal, or extension of a contract with County of Volusia, a governmental entity and political subdivision of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(13), Florida Statutes, (2024).

The Nongovernmental Entity acknowledges that Section 787.06(13), Florida Statutes, provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. For purposes of this requirement, "labor" means work of economic or financial value and "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term, "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby providing this affidavit under penalties of perjury that you do not use **coercion to employ any person for labor or services**. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

This signed attestation is provided to the Governmental Entity to comply with the statutory requirement. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the Governmental Entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Ronald S. Crouse Title: President
Signature:  Date: 8/8/25

1. Reference Company Name: St. Johns County
Date(s) of Service: 2000 to present

Project Information (Type of Study): Commercial appraisals related to road-widening, purchase and sale of various County properties, easements, etc.

Primary Reference Contact Name and Title: Debbie Taylor, Real Estate Manager

Contact Phone Number: (904) 209-0796

Contact Email Address: Dtaylor@sjcfl.us

2. Reference Company Name: St. Johns River Water Management District

Date(s) of Service: 1990 to present

Project Information (Type of Study): Review of appraisals and appraisals for District land purchases and sale of District lands

Primary Reference Contact Name and Title: Ramesh Buch, Real Estate Services Director

Contact Phone Number: (386) 312-2362

Contact Email Address: Rbuch@sjrwmd.com

3. Reference Company Name: North Florida Land Trust

Date(s) of Service: 2019 to present

Project Information (Type of Study): Turnbull Creek Land Preservation multiple parcel appraisals

Primary Reference Contact Name and Title: Rebecca Perry, Director of Real Estate

Contact Phone Number: (904) 557-7986

Contact Email Address: Rperry@nflt.org

4. Reference Company Name: City of Palm Coast

Date(s) of Service: 2010 to present

Project Information (Type of Study): Commercial appraisals related to road-widening, purchase and sale of various City properties, easements, etc.

Primary Reference Contact Name and Title: Carl Cote, Director of Stormwater & Engineering

Contact Phone Number: (386) 986-3748

Contact Email Address: CCote@palmcoastgov.com

5. Reference Company Name: City of New Smyrna Beach

Date(s) of Service: 1990 to present

Project Information (Type of Study): Commercial appraisals for purchase and sale of various City properties, valuation of land leases for the City Airport, etc.

Primary Reference Contact Name and Title: Khalid Resheidat, City Manager

Contact Phone Number: (386) 410-2610

Contact Email Address: Kresheidat@cityofnsb.com



APPRAISAL ASSOCIATES OF FLORIDA, INC.

Real Estate Appraisers — Consultants

600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

August 8, 2025

Volusia County
CDBG-DR Appraisal Services

RE: Project ID: 25-SQ-141KW
Appraisal and Appraisal Related Services Contract

Gentlemen / Ladies:

Pomeroy Appraisal Associates of Florida, Inc. is aware that Volusia County desires to contract with a competent and qualified consultant who is vastly experienced in the field of real estate appraisal and consulting services.

Pomeroy Appraisal Associates is an S-Corporation. We are based at 600 N. Ridgewood Avenue Suite C Edgewater, Volusia County, Florida. 32132

The proposer's authorized representative (primary point of contact) and business address is:

Ronald S. Crouse, ASA, CRA, IFAS, President

Pomeroy Appraisal Associates of Florida, Inc.
600 North Ridgewood Avenue, Suite C
Edgewater, FL 32132
Phone: (386) 423-5110
Fax: (386) 423-3066
E-mail: ron@paaf.com

August 8, 2025

Page 2

Company History

Our firm has worked with Federal Government, County Agencies, Municipalities, etc., throughout Florida for the past 40+ years. Pomeroy Appraisal Associates has been qualified to provide appraisal services and performed numerous appraisal projects throughout Florida for state, county, and city municipalities, which includes St. Johns, Volusia, Brevard, Seminole and Flagler Counties as well as the Florida Department of Transportation.

Pomeroy Appraisal Associates have always given local and state government assignments our highest priority. We at Pomeroy have an exceptional track record of working with our clients including responding promptly to their comments and concerns.

We are well aware of appraisal services associated with such contracts, as well as time constraints associated with such services. We are fully committed to our clients' needs and to complete work in the required time frame. We also offer appraisal review and litigation services.

We recognize that occasionally appraisal services require sub-consultant assistance (i.e., land planners, engineers, surveyors, cost estimates, etc.). Pomeroy Appraisal Associates has professional associations with sub-consultants who would assist in any service required.

The firm offers its services to business, industry, banks, governmental bodies, attorneys as well as individuals throughout the State of Florida. Our experience ranges from non-complex vacant and improved residential properties to complex vacant and improved commercial, industrial, agricultural, and all types of special purpose properties as well as Eminent Domain appraisal assignments. As stated, services also include appraisal review, litigation support and expert witness testimony.

The undersigned acknowledges and understands all of the terms and conditions of OPEN CDBG-DR Appraisal Services. Project ID: 25-SQ-141KW

Designation of the legal entity

Pomeroy Appraisal is an S corporation. The company was established in Florida and is authorized to work in the state of Florida

Ownership interests

The principal owner of the company is Ronald s. Crouse.

August 8, 2025

Page 3

Organizational Structure

Key personnel, who will be professionally associated with the development and presentation of the appraisal reports, are as follows:

- Ronald S. Crouse, ASA, IAFA, CRA (Project Manager) 40+ years' experience
- David Frank Vella – Appraiser 11 years' experience
- John T. Lovell – Appraiser 33 years' experience
- Colton William Crouse – Staff 3 years' experience

Pomeroy Appraisal is fully staffed and capable of handling any assignment needed for St Johns County.

Depending on the scope of the assignment, any one or all of the assigned personnel would be available to assist in any required aspect of the report development and presentation to fulfill the needs of our clients.

The technical team members to be assigned to any appraisal assignment resulting from this proposal are all located at Pomeroy's office in Edgewater.

When assigned to a project, each individual will spend 100 percent of his or her time on that project until it is completed.

Geographic location

Pomeroy Appraisal Associates of Florida, Inc.
600 North Ridgewood Avenue, Suite C
Edgewater, FL 32132

We conduct business in Volusia, Flagler and Brevard counties in Florida

August 8, 2025

Page 4

Contact Information:

The proposer's authorized representative is:

Ronald S. Crouse, ASA, IFAS, CRA President
Pomeroy Appraisal Associates of Florida, Inc.
600 North Ridgewood Avenue, Suite A
Edgewater, FL 32132
Phone: (386) 423-5110
Fax: (386) 423-3066
E-mail: ron@paafll.com

Types of Services Offered:

Pomeroy Appraisal Associates of Florida, Inc. is a full-service appraisal company specializing in real estate appraisal and counseling as well as litigation support and expert witness services for all types of properties.

Number of Years in Business:

Pomeroy Appraisal Associates of Florida, Inc. was established in 1984 (over 40 years of appraisal services).

Number of Employees:

The firm consists of one certified general appraiser, two certified residential appraisers. The principal in the firm is Ronald S. Crouse, ASA, CRA, IFAS, President.

Location of our Offices:

Pomeroy Appraisal Associates is based in Edgewater, Florida, as per the address given above.

License Number:

Our License Number: 59-2440935

Lawsuits

Pomeroy Appraisal Associates is not currently or have ever been part of any lawsuit.

August 8, 2025

Page 5

Names & Qualifications of Sub-Consultants

PAA has worked very closely with several very qualified sub-consultant firms offering valuation support outside of the appraiser's expertise, i.e., planning, engineering, cost estimating, surveying, environmental issues, etc. Some of the firms we have contracted with who directly responsible for coordinating those efforts are GAI, Inc., with an office in Jacksonville, but serving all of Florida; Tampa Bay Engineering (TBE), also serving all of Florida, KCG (Kelly Collins & Gentry, Inc.), serving all of Florida, Genesis Group, serving all of Florida, and Intracoastal Builders Corporation, Inc., serving all of Florida. These are full-service firms that are FDOT approved to offer valuation support in those areas mentioned.

Respectfully submitted,



Ronald S. Crouse ASA, CRA, IFAS
State-Cert. Gen. Appr. 0000670
Florida Real Estate Licensed Broker BL463693

POMEROY



APPRAISAL ASSOCIATES OF FLORIDA, INC.

Real Estate Appraisers — Consultants

600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

RONALD S. CROUSE, ASA, CRA, IFAS
PRESIDENT POMEROY APPRAISAL ASSOCIATES OF FL. INC

CERTIFICATION AND LICENSES

Florida State-certified general real estate appraiser RZ670
Florida Real Estate Licensed Broker BL463693
FHA Approved Appraiser FLRZ670
VA Approved Appraiser #5005160
Green Qualified

PROFESSIONAL EXPERIENCE

1986 - Present - **Pomeroy Appraisal Associates of Fl. Inc.**
1985 – 1986 - State of Florida Building Subcontractor
1976 – 1985 - State of New York Building Contractor

EXPERT TESTIMONY

Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

PROFESSIONAL AFFILIATIONS

Designated - Member -Accredited Sr. Appraiser - American Society of Appraisers (**ASA**)
Designated - Member (**CRA**) - National Ass. of Review App. & Mort. Underwriters
Member of the International Right-of-Way Association
National Association of Realtors
Member IRWA
Member ARDA

REAL ESTATE RELATED EDUCATION

Required Appraisal Institute Courses for Appraiser Designation

AIREA - Principles Course
AIREA - Standards of Professional Practice Course
AIREA - Basic Valuation
AIREA - Capitalization Theory and Techniques, Part A
AIREA - Capitalization Theory and Techniques, Part B
AIREA - Case Studies in Real Estate Valuation
AIREA - Valuation Analysis and Report
AI - Highest and Best Use and Market Analysis
AI - Advanced Sales Comparison and Cost Approach

Additional Real Estate Courses

AI - Real Estate Finance Statistics and Valuation Modeling
AIREA - Residential Valuation
AIREA - Litigation Valuation
AIREA - Computer Assisted Investment Analysis
Architectural Drafting and Blueprint Reading Courses
Florida Real Estate Course #1
BITA - Home Inspection Course
Appraising Green Homes: Construction Methods and Trends
Appraising Green Homes: Valuation Techniques and Applications

Partial List of Seminars

| | |
|--|--|
| Rates, Ratios and Reasonableness | Real Estate Appraisal Methods |
| Principles of Capitalization | Standards of Professional Practice, Part A |
| Standards of Professional Practice, Part B | Business Valuation, Parts 1 and 2 |
| Understanding Limited App. & Rep. Options | The Appraisers Complete Review Seminar |
| USPAP/Law Update | Accrued Depreciation Seminar |
| Marshall and Swift Comm. Cost Est. Seminar | Eminent Domain |
| Standards of Professional Practice, Part C | Appraising 2 to 4-Family Residence |
| IRWA Easement Valuation | Business Practices and Ethics |

PARTIAL LIST OF PROPERTY TYPES APPRAISED

Vacant Land: Urban, rural, commercial, multi-family, industrial, planned development, residential, agricultural, and mixed use.

Improved Properties: Residential, commercial, industrial, multi-family, shopping centers, planned developments, professional/medical office buildings, time share projects, and mixed use properties.

Special Use Properties: Golf courses, marinas, billboards, railroad right-of-way, road right-of-way, and wetlands.

Partial Interest: Leasehold/leased fee, utility easements, drainage easements, construction easements, eminent- domain valuations, land leases, and Limited Partnerships.

Review: Review experience for FDOT, St. Johns Water Mgt. Brevard County Property Acquisition, Various Banks and Attorneys.

Litigation: Ronald Crouse Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

Engaged full-time in professional appraisal and counseling services related to all types of real estate for a wide variety of clients, including Banks, local and state government agencies, attorneys, and private clients.

PARTIAL LIST OF CLIENTS - PAAFL

Government Agencies

| | |
|---|--|
| St Johns Water Management | Seminole, Volusia, Brevard, Flagler, Lake |
| Division of State Lands, Trust for Public Lands | Counties Various cities and municipalities |
| Florida Communities Trust | Florida Department of Transportation |
| Florida Department of Environmental Protection | |

Partial List of Lending Institutions

| | |
|---------------------------|---------------|
| National Bank of Commerce | Regions Bank |
| Reunion Bank | Wells Fargo |
| Seacoast Bank | Iberia Bank |
| Ameris Bank | Suntrust Bank |

RAIL CORRIDOR ASSIGNMENTS COMPLETED

- Rail assignment for the State of Arizona Department of Revenue in connection with a tax proceeding, involving all operating real estate owned by the Southern Pacific Railroad Company in that state.
- Assignment 81-mile rail corridor owned by CSXT for the Florida Department of Transportation. Highest and best use was for continued transportation corridor use.
- Assignment included the appraisal of a number of surplus parcels of real estate spread throughout the Twin Cities of Minneapolis and St. Paul.
- Assignment Florida East Coast Railway for the Florida Department of Revenue, beginning in Duval County and terminating in Dade, County.
- Assignment a 239± mile active rail corridor owned by (CP) Canadian Pacific Railroad for use in conjunction with its proposed abandonment. The right-of-way covered a six (6) county area, across the entire state of Maine, from Vanceboro to the Quebec border.
- Assisted Florida Power & Light Co. with lands of Florida East Coast Railroad.
- Assisted City of West Palm Beach, Florida, regarding FEC Railroad.
- Helped prepared a fiber-optics rental study of American Major Class I Railroads on behalf of Canadian Pacific Limited. Suppliers and users of railroad corridors, as well as alternative routes (i.e., pipelines, highways, transmission lines, etc.) were interviewed.
- OGT/Jacksonville - Baldwin Trail Extension, BA# 07-6522
2.03± miles CSX Railroad, Duval & Nassau County
Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT/Alachua Rail Trail, BA# 04-5945B
2.33± miles CSX Railroad Gainesville, Alachua County
Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT Brevard/Volusia Rail Trail, BA# 03-5663
51± miles FEC Railroad, Brevard/Volusia County
Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Central Florida Commuter Rail
61± miles CSX Railroad, Volusia, Seminole, Orange and Osceola Counties
Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Maitland Avenue Extension Various segments of railroad
CSX Railroad, Orange County
Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Seminole County Rails to Trails
5± miles CSX Railroad, Seminole County
Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Proposed Ludlum Greenway Trail
6.2± miles FEC Railroad, Miami-Dade County
Estimated Market Value using ATF method with consideration of Enhancement Factor.

APPRAISAL AND REVIEW EXPERIENCE:

Pomeroy Appraisal Associates has been doing Eminent Domain Appraisals for the last 30 years.

Sample of Major Eminent Domain projects by Mr. Crouse (Appraiser of Record):

| Project | Client | Year | Attorney | No. of Parcels |
|--|------------------------|-------------|-----------------|-----------------------|
| Old Kings Road Widening, Palm Coast Flagler County | City of Palm Coast | current | N/A | 40 |
| Road Widening, SR 442 interchange with I-95 in Edgewater Volusia County | City of Edgewater | 2016 | Erin Wolfe | 1 |
| 6.2-mile FEC Railroad Corridor Miami-Dade County | Trust for Public Lands | 2014 | N/A | N/A |
| Palm Coast Pkwy & Old Kings Road Flagler County | City of Palm Coast | 2012 | N/A | 15+ |

Review Experience:

Sample of review work done for *FDOT*, *SJRWM*, etc. by Mr. Crouse (Appraiser of Record):

| Project | Client | Year | Attorney | No. of Parcels |
|---|----------------------------|-------------|-----------------|-----------------------|
| Multiple Parcels | SJRWM | Current | N/A | 2 |
| Multiple Parcels | SJRWM | 2020 | N/A | 3 |
| Multiple Parcels | SJRWM | 2019 | N/A | 6 |
| Multiple Parcels | SJRWM | 2018 | N/A | 12 |
| Widening of SR 417 in Oviedo Seminole County | Florida Turnpike Authority | 2016 | N/A | 1 |
| SR 15 (US 17) in Satsuma Putnam County | FDOT | 2014 | N/A | 36 |
| SR 313 St. Johns County | FDOT | 2014 | N/A | 24 |

RONALD S. CROUSE, ASA, CRA, IFAS**PAGE 6**

Sample of assignments completed years 2019 to present for local government agencies

| Year | STREET | LOCATION | CLIENT | TYPE OF PROPERTY |
|------|-------------------------------|------------------|-----------------------|----------------------------|
| 2019 | 448 SHORES BLVD | ST AUGUSTINE | ST JOHNS CNTY | OLD FIRE STATION PROPERTY |
| 2019 | OLD MOULTRIE RD | ST AUGUSTINE | ST JOHNS CNTY | VACANT PARCEL |
| 2019 | 2490 OLD MOULTRI ROAD | ST AUGUSTINE | ST JOHNS CNTY | VACANT PARCEL |
| 2019 | 572 WASHINGTON ST | NSB | CITY OF NSB | SFR |
| 2019 | 2375 OLD MOULTRIE ROAD | ST AUGUSTINE | ST JOHNS CNTY | VACANT PARCEL |
| 2019 | 4190 SPRUCE CREEK ROAD | PORT ORANGE | CITY OF PORT ORANGE | RESTRICTED - SINGLE FAMILY |
| 2019 | VILANO ROAD | ST AUGUSTINE | ST JOHNS CNTY | VACANT WATERFRONT LAND |
| 2019 | EAST HAMPTON BLVD | PALM COAST | CITY OF PALM COAT | VACANT LAND-RESTRICTED |
| 2019 | BOOKER STREET | EDGEWATER | CITY OF EDGEWATER | VACANT LAND |
| 2019 | TECHNOLOGY BLVD | DAYTONA BCH | VOL CO SCHOOL BOARD | VACANT LAND |
| 2019 | 401 TIMAQUAN TRAIL | EDGEWATER | CITY OF EDGEWATER | VACANT LAND |
| 2019 | EUCLID AVENUE | ST AUG BEACH | ST JOHNS CTY | VACANT LAND |
| 2019 | NSB AIRPORT | NSB | City of NSB -Airport | UPDATE 3 PARCELS |
| 2019 | WINTON CIRCLE | ST JOHNS CTY | ST JOHNS CTY | EASEMENT |
| 2019 | JUSTICE LANE | BUNNELL | FLAGLER COUNTY | VACANT LOT |
| 2020 | TURNBULL CREEK PARCELS | NSB | CITY OF NSB | PHASE 1 - MULTIPLE |
| 2020 | 3641 S. RIDGEWOOD AVE | PORT ORANGE | CITY OF PORT ORANGE | OFFICE & LAND |
| 2020 | 11 INDUSTRY DRIVE | PALM COAST | CITY OF PALM COAST | INDUSTRIAL LAND |
| 2020 | SR 16 | ST. JOHNS COUNTY | ST. JOHNS CO. | VACANT PUD LAND |
| 2020 | 111 PORPOISE POINT | ST. JOHNS COUNTY | ST. JOHNS CO. | DRAINAGE EASEMENT |
| 2020 | SR 16 | ST. JOHNS COUNTY | ST. JOHNS CO. | VACANT LOT |
| 2020 | SR 44 & CR 4139 | DELAND | VOL. CO. SCHOOL BOARD | VACANT LAND |
| 2020 | TURNBULL CREEK P# 95, 96, 109 | NSB | CITY OF NSB | VACANT LAND |
| 2020 | 405 PORPOISE POINT | ST. JOHNS COUNTY | ST. JOHNS CO. | DRAINAGE EASEMENT |
| 2020 | FLAGLER AV & WASHINGTON ST | NSB | CITY OF NSB | COMM BLDG & VACANT LAND |
| 2020 | 31 JAROSZ STREET | PALM COAST | CITY OF PALM COAST | SFR |
| 2020 | 214 COLUMBUS AVE | NSB | CITY OF NSB | SFR |
| 2021 | N DIXIE FREEWAY | NSB | CITY OF NSB | OFFICE BUILDING |
| 2021 | 801 SOUTH STREET | NSB | CITY OF NSB | LAND LEASE |
| 2021 | ST. JOHNS AVE | HASTING SJC | ST. JOHNS COUNTY | VACANT LAND |
| 2021 | NOVA & BIG TREE | DAYTONA BEACH | VOLUSIA COUNTY SB | VACANT LAND |
| 2021 | AG CENTER DRIVE | ST. AUGUSTINE | ST. JOHNS COUNTY | SHOOTING RANGE |
| 2021 | 1500 LEXINGTON AVE | DELAND | VOL CO SCHOOL BOARD | INDUSTRIAL PROPERTY |
| 2021 | 4951 STATE ROAD 207 | ST JOHNS COUNTY | ST. JOHNS COUNTY | VACANT RESIDENTIAL LOT |
| 2021 | 124 INDUSTRIAL PARK AVE | NSB | CITY OF NSB | LAND ONLY |

RONALD S. CROUSE, ASA, CRA, IFAS

PAGE 7

TRIAL EXPERIENCE:

Ronald S. Crouse, ASA CRA, IFAS

Mr. Crouse has considerable experience as an expert witness and has been qualified as an expert in Volusia, Brevard and Seminole counties as well as federal courts in Orlando and Jacksonville, Florida. He was the appraiser of record for Brevard County Beach Restoration project with the issue being public vs. private beach rights which is now used as case law on this subject. He is often involved in providing valuation testimony in divorce cases, deficiency judgments and other types of litigation. *The most recent trial Mr. Crouse had to testify at as an expert witness was the Road Widening of SR 442 interchange with I-95 in Edgewater, Volusia County.*



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CROUSE, RONALD STEVEN
600 N RIDGEWOOD AVE
EDGEWATER FL 32132

LICENSE NUMBER: RZ670

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



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This is your license. It is unlawful for anyone other than the licensee to use this document.



APPRAISAL ASSOCIATES OF FLORIDA, INC.

Real Estate Appraisers — Consultants

600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

Visit us on the web at

www.paafll.com

SUMMARY:

Pomeroy Appraisal Associates specializes in real estate appraisal and counseling. The firm offers its services to business, industry, banks, governmental bodies, attorneys, as well as individuals throughout the State of Florida. The firm consists of ten certified appraisers and support staff. Pomeroy Appraisal Associates has over 40 years of real estate appraisal and counseling experience.

PRINCIPALS:

- Ronald S. Crouse, ASA, CRA, IFAS-President/Treasurer
Member of American Society of Appraisers
Member NARAMU (Certified Review Appraiser)
Member NAIFA (National Assc. Independent Fee Appraisers)
State-certified general real estate appraiser RZ670
Florida Real Estate Licensed Broker #BL 463693
- Mickey Smith - Vice President
Eminent Domain Department
State-certified general real estate appraiser RZ 2364

STAFF APPRAISERS:

David Vella
State-certified residential real estate appraiser RD 7969

John Lovell
State-certified residential real estate appraiser RD 1647

*Trainees and support staff not listed

PROFESSIONAL EXPERIENCE:

• **Expert Testimony:**

Ronald S. Crouse has been qualified and presented Circuit Court expert testimony in over 15 counties of the State of Florida. Testimony has also been given in Federal Bankruptcy Court in Orlando and Jacksonville Districts.

• **Commercial:**

Pomeroy Appraisal Associates has experience with all types of properties: vacant land, improved, special use, condemnation, Railway corridors and partial interest. Properties appraised includes: Golf courses; nursing homes, gravel pits, salvage yards, manufacturing plants, automobile dealerships, condominium, proposed commercial and residential developments, regional shopping centers, fiber optic lines, wetlands, commercial, industrial, easements, marinas, billboards, and limited partnerships. Taxation disputes, divorce settlements and other legal real estate issues. We also provide commercial construction draw inspections.

• **Residential:**

Pomeroy Appraisal Associates provides valuations of all types of residences: Single-Family homes; multi-Family homes; condominiums; estate valuations, FHA & VA assignments, taxation disputes, divorce settlements and other legal real estate issues. We also provide residential construction draw inspections.

• **Current Governmental Clients:**

Pomeroy Appraisal Associates is an approved appraisal firm for the Department of Environmental Protection, St Johns Water Management Trust for Public Lands and well as many other government agencies and counties and cities throughout the State of Florida.

Project Approach

The proposer is confident that the firm is capable of providing any type of real estate service required by Volusia County. We have been in the business of assisting city, county, state and governmental bodies in the acquisition of real estate for many years. Our experience, dedication and professionalism are consistent with the type of service being solicited, and our goal is to exceed our client's needs.

Our workload varies from week to week. However, we have the ability to direct needed personnel with the expertise needed for the assignment to ensure our clients' needs are met in a timely manner. Again, we are proud of our reputation as a professional real estate appraisal and consulting organization.

The methodology that is employed by our firm depends upon the problem that is being addressed. All three standard valuation approaches (Sales Comparison, Cost and Income) are applied as dictated by the scope of the assignment. It is again pointed out that our 40 years' experience in the appraisal profession has prepared our staff to properly address whatever appraisal problem is encountered.

Our team approach to appraisal assignments, our quality control procedures and coordination efforts employed, all works together to deliver quality products to our clients.

Pomeroy Appraisal utilizes a vast assortment of software applications and data services. All our employees are trained and proficient in the software and hardware, which are being used in our office.

Software

| Title | Applications | Function |
|-----------------------------------|-------------------------------|---|
| Microsoft Office | Word, Excel, PowerPoint, etc. | Word Processing, Data Analysis and Presentation |
| Subdivide | Subdivide | Plotting parcel deeds |
| DeLorme | Street Atlas | Mapping |
| Marshall & Swift | Commercial Cost Est. | Cost Estimates |
| Adobe Acrobat Professional | Adobe Acrobat | For all pdf requirements |

Data Services

| Title | Applications | Function |
|---|---------------------|--|
| RealQuest/Loop net | Property Records | Sales Data, Plat Maps, Location Maps |
| Internet | County Records | Sales Data, Maps, Record Searches, Land Use information, Area Data, etc. |
| Far MLS Advantage, MFRMLS, Daytona, Flagler, New Smyrna, and Brevard MLS | MLS | Sales Data Marketing Research |

Hardware

Each member of our staff has access to a personal computer, and all computers are connected to a central server system for easy access of files. We have 4 commercial printers/scanners, which are also connected to the server, with access available to everyone. We have an IT person on-site for maintaining and servicing of our hardware requirements and problems which may arise. Connection to the internet is through fiber-optics and one of the fastest connections available.

Other

All appraisers and staff own their own vehicles and have valid driver's licenses.

The staff at Pomeroy Appraisal is highly skilled in all of the major software and hardware requirements, and also in some programs that are not widely used, but unique in the presentation and research of real estate data. All past requirements, set by the St. Johns County have been met with no complications. Uploading reports to any internet connected server or website, delivery via e-mail or burning data onto CD's, DVD's or storage devices such as thumb drives, in a variety of accessible formats, are no problem.

Approach

When Pomeroy Appraisal receives an assignment, they consider all aspects of the property whether it a partial take, easement or a full take. The property is inspected and all characteristics both physically on the property and any outside influences that may impact the property. We then determine the correct method or methods with which to appraise the property that will produce the most reliable results for our clients and would be considered logical and appropriate by our peers. This is clearly explained in our scope of services.

Methodology

Once the scope has been completed the we select the most appropriate method or methods with which to analyze the property. If warranted we will access and potential impact to the property due to the acquisition.

The most common methods of analysis are the Sales Comparison Approach, The Cost Approach and the Income Approach.

SALES COMPARISON APPROACH

The sales comparison approach is a real estate appraisal valuation method that relies on the assumption that a pattern of characteristics or important features of a property drive its value. For examples, in the case of a single-family residence, such characteristics might be view, location, lot size, gross living area, number of bedrooms and baths, , age and condition of property.

The appraiser researches the market and selects the most appropriate comparable properties then comparisons are made for the differences that impact value.

The sales comparison approach is based on the principle of substitution. This principle states that a informed buyer will not pay more for a property than the cost of acquiring a similar property with equivalent utility. By evaluating the sale prices of similar properties, appraisers can arrive at an indication of value for the subject property.

By analyzing the similarities and differences between the sale and the subject property, and applying adjustments for these differences. The adjusted sale prices of the comparables provide a range of values, which the appraiser reconciles into a final opinion of value.

Cost Approach

The cost approach in real estate is a valuation method that estimates a property's value based on the cost to build a similar structure, including land value, while deducting depreciation. This method is particularly useful for new constructions or unique properties where comparable sales data is limited.

Income Approach

The income approach is a valuation method used primarily in real estate and business appraisals. It estimates the value of a property or business based on its ability to generate income. This approach is particularly useful for income-producing properties like rental homes, commercial buildings, and businesses.

It involves calculating the net operating income (NOI) and dividing it by a capitalization rate to estimate a property's value.

During the inspection and based on the property's current use, zoning past history etc. one or more of the valuation methods may not be applicable.

The proposer and his entire staff are most aware of the requirements associated with appraisal services and are committed to excelling in every aspect of each assignment. Our firm is proud of its record regarding completion of all assignments in an appropriate and professional manner.

We are prepared and able to take on individual assignments or projects with little difficulty because of the number of professional associates available. Although our workload is generally constant, team members are flexible and able to divert emphasis on an as-needed basis. As a result, our reputation for completing assignments on time is unimpeachable. It is our desire to offer St. Johns County an ongoing professional consultant relationship that will be mutually beneficial and provide the services required.

Quality Control Plan

The appraiser considers a sound quality assurance plan to be an essential part of the appraisal process. In order to document our quality control efforts, we have developed an in-house review process. An appraisal review form is made a part of each appraisal report while in its draft form. This form is inserted into the electronic draft report by the report writer as part of the initial review. The form goes with the report to another staff appraiser, who reviews the report, makes the necessary notations on the form and then initials the form. The form then accompanies the report to a non-technical review person, who reviews the report for comprehensiveness, clarity, grammar and spelling, and initials the form following the review. The appraiser of record has ultimate responsibility for quality assurance. When the Appraiser of Record gets the report for final review, with the form included and initialed, it is assured that the report has already been thoroughly reviewed. Following final review the appraiser of record also initials the form. The review page is removed as part of preparation for delivery but is retained in our file copy and in our electronic files.

If a paper report is being delivered, it is looked over one last time at the time of signing, to assure that all pages, photographs, attachments, etc., are in order.

We at Pomeroy Appraisal strive to deliver a high quality report to the client. We have a good track record of working with the client's review appraisers. We respond promptly to their comments and concerns. We believe their input aids us in producing better quality reports, to the benefit of the client, the property owner and for Pomeroy as well.

A sample of our form is on the next page.

POMEROY APPRAISAL ASSOCIATES OF FLORIDA, INC.
QUALITY CONTROL REVIEW FORM
Appraisal Report

Appraiser: _____ Non-Technical Staff: _____

| SECTION OF REPORT | Appraiser <small>check when completed</small> | Non-Tech. Staff <small>check when completed</small> |
|---|--|--|
| Letter of Transmittal - Project numbers correct - Type of appraisal is correct | | |
| Certification of Value - Project numbers correct - Value correct - Date of Valuation - Page Numbers - Property Type | | |
| Supplemental Standards - Information Verified | | |
| Table of Contents - Pages Updated per report - all sections of report listed | | |
| Sections 115 through 995 (excluding pictures/sketches, sales grid) | | |
| Information verified for accuracy | | |
| Spell check completed | | |
| Grammar check completed | | |
| Proofread for clarity | | |
| Independent math check completed | | |
| Subject Photo Pages - insert pictures - verify verbiage is correct (i.e. direction is same as on sketch, date of photo) | | |
| Sketch(s) - verify dimensions with verbiage from report | | |
| Sales Grid - verify information with verbiage from report - verify that addenda information is the same as grid | | |
| Addenda - Make sure copies of all items listed are enclosed (i.e. sales, letters, other reports, deed information) | | |

TO BE FILLED OUT BY APPRAISER:

PAA #: _____
Parcel #: _____
Type of Appraisal: _____
Date Due: _____
Original Copy Sent: _____
Revision Sent: _____
Approved: _____

APPRAISAL SERVICES

Single Family non-complex Flat Rate \$450

Single Family complex Rate to be determined

Commercial and other appraisal assignments billed at an hourly rate of \$125

Certificate Of Completion

Envelope Id: CE90C307-3101-49B2-906E-9A5ECF434C86
Subject: County of Volusia, CONTRACT 25-SQ-141KW, CDBG-DR Appraisal Services
Source Envelope:
Document Pages: 99
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Kathy Williams
119 W. Indiana Ave.
DeLand, FL 32720
kwilliams@volusia.org
IP Address: 74.191.71.218

Record Tracking

Status: Original
10/9/2025 5:27:17 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Kathy Williams
kwilliams@volusia.org
Pool: StateLocal
Pool: County of Volusia

Location: DocuSign
Location: Docusign

Signer Events

Jennifer Ditslear for Pamela Wilsky
jditslear@volusia.org
Activity Project Manager
Volusia County Purchasing Division
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

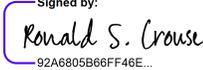
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Signature Adoption: Pre-selected Style
Using IP Address: 74.191.71.218

Timestamp

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Viewed: 10/10/2025 8:50:30 AM
Signed: 10/10/2025 8:50:37 AM

Electronic Record and Signature Disclosure: Not Offered via Docusign

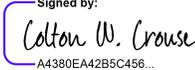
Ronald S. Crouse
ron@paaf.com
President
Security Level: Email, Account Authentication (None)

Signed by:

92A6805B66FF46E...
Signature Adoption: Pre-selected Style
Using IP Address: 97.68.228.234

Sent: 10/10/2025 8:50:39 AM
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Viewed: 10/13/2025 4:45:50 PM
Signed: 10/13/2025 4:51:01 PM

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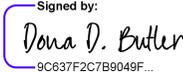
Colton W. Crouse
Cole@paaf.com
Accountant
Security Level: Email, Account Authentication (None)

Signed by:

A4380EA42B5C456...
Signature Adoption: Pre-selected Style
Using IP Address: 97.68.228.234

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Viewed: 10/13/2025 5:09:14 PM
Signed: 10/13/2025 5:10:13 PM

Electronic Record and Signature Disclosure: Accepted: 10/13/2025 5:09:14 PM ID: aa8c8f9b-75af-42d8-bfd0-4ae4f2828307

Dona D. Butler
ddbutler@volusia.org
Director
Security Level: Email, Account Authentication (None)

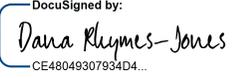
Signed by:

9C637F2C7B9049F...
Signature Adoption: Pre-selected Style
Using IP Address: 74.191.71.218

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Viewed: 10/14/2025 9:05:10 AM
Signed: 10/14/2025 9:05:27 AM

Electronic Record and Signature Disclosure: Accepted: 10/14/2025 9:05:10 AM ID: e997a0fd-9a12-4cb1-8840-75fb560a1e74

| Signer Events | Signature | Timestamp |
|---|---|--|
| George Recktenwald grecktenwald@volusia.org County Manager County of Volusia Security Level: Email, Account Authentication (None) | DocuSigned by:  2269F6E1E09043E... | Sent: 10/14/2025 9:05:29 AM Viewed: 10/14/2025 9:07:36 AM Signed: 10/14/2025 10:51:28 AM |
| Signature Adoption: Pre-selected Style Using IP Address: 74.191.71.218 | | |

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| | | |
|--|---|--|
| Dana Rhymes-Jones drhymes@volusia.org Executive Assistant County of Volusia Security Level: Email, Account Authentication (None) | DocuSigned by:  CE48049307934D4... | Sent: 10/14/2025 10:51:30 AM Viewed: 10/14/2025 10:59:27 AM Signed: 10/14/2025 10:59:36 AM |
| Signature Adoption: Pre-selected Style Using IP Address: 74.191.71.218 | | |

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| | | |
|---|--|---|
| Jennifer Ditslear for Pamela Wilsky jditslear@volusia.org Activity Project Manager Volusia County Purchasing Division Security Level: Email, Account Authentication (None), Logged in |  Using IP Address: 74.191.71.218 | Sent: 10/9/2025 5:30:52 PM Viewed: 10/10/2025 8:49:05 AM Completed: 10/10/2025 8:50:07 AM |
|---|--|---|

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

| | | |
|---|---|--|
| Sarah Nolan snolan@volusia.org Security Level: Email, Account Authentication (None) |  | Sent: 10/14/2025 10:59:38 AM Viewed: 10/14/2025 11:10:35 AM |
|---|---|--|

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------------|------------------|------------------------|
| Envelope Sent | Hashed/Encrypted | 10/9/2025 5:30:52 PM |
| Envelope Updated | Security Checked | 10/13/2025 8:55:30 AM |
| Certified Delivered | Security Checked | 10/14/2025 10:59:27 AM |
| Signing Complete | Security Checked | 10/14/2025 10:59:36 AM |
| Completed | Security Checked | 10/14/2025 10:59:38 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Volusia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Volusia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 386-736-5922

To contact us by email send messages to: cbarber@volusia.org

To contact us by paper mail, please send correspondence to:

County of Volusia
119 W. Indiana Ave.
c/o Christine Barber
DeLand, FL 32720

To advise County of Volusia of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cbarber@volusia.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Volusia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cbarber@volusia.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Volusia

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cbarber@volusia.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Volusia as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Volusia during the course of your relationship with County of Volusia.