



CHRISTOPHER D. CANDLER, MAI  
Florida State-Certified General Real Estate Appraiser RZ2338  
Georgia Certified Real Property Appraiser 345843

J. CHASE MOSES  
Florida State-Certified General Real Estate Appraiser RZ3672  
Georgia Certified Real Property Appraiser 359959

October 23, 2018

Mr. Michael Vinson  
Director of Business Services  
Hamilton County School District  
5683 US Highway 129 South, Suite 1  
Jasper, Florida 32052

Re: Valuation and Consulting Services Pertaining to  
Greenwood Elementary and South Hamilton Elementary  
Located in Hamilton County, Florida

Dear Mr. Vinson,

Thank you for choosing Candler, Moses & Associates for your valuation and consulting needs. Enclosed please find an Agreement for Services pertaining to the above referenced project. Your signature on a copy of this agreement, returned to the undersigned, confirms acceptance of this assignment and the terms stated herein.

I sincerely appreciate this opportunity to be of service to you in this matter and I look forward to working with you and the Hamilton County School District in the near future. If you have any further questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Chase Moses', is written over a horizontal line.

J. Chase Moses

# AGREEMENT FOR PROFESSIONAL VALUATION SERVICES

**Date of Agreement:** October 28, 2018

**Parties to Agreement:**

**Client:** Hamilton County School District  
5683 US Highway 129 South, Suite 1  
Jasper, Florida 32052

**Appraiser:** Jordan Chase Moses  
Candler, Moses & Associates, Inc.  
184 North Marion Avenue  
Lake City, Florida 30255  
(386) 755-2774  
(386) 755-8534 fax  
chase@candlermoses.com

APPROVED BY HAMILTON SCHOOL BOARD  
ON 11/13/18  
Rebecca L. Mitchell  
SUPERINTENDENT

Client hereby engages Appraiser to complete a consulting assignment as follows:

**Property Identification:**

Greenwood Elementary and South Hamilton Elementary, Hamilton County, Florida

**Owner:** Hamilton County School District

Hamilton County Property Appraiser Parcel(s): 2796-000 and 2798-000 (Greenwood); 8403-000, 8393-000, 8390-000, 8387-000, and 8402-000 (South Hamilton)

**Interest Valued:** Fee simple

**Intended User(s):** Hamilton County School District

*Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.*

**Intended Use:** To assist Client/Intended User in determining a range of market value of the properties, analyze potential lease rates, identification of potential end users for the properties.

*Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.*

**Type of Value:** Market value as defined in The Dictionary of Real Estate Appraisal published by the Appraisal Institute.

**Date of Value:** Current, as of date of inspection.

**Additional Property to Be Valued:** None. All furniture, fixtures, and equipment will be considered personal property and are not included in the analysis.

**Hypothetical Conditions and/or Extraordinary Assumptions:** None anticipated.

APPROVED BY HAMILTON SCHOOL BOARD

ON 12/12/2014

SUPERINTENDENT

**Applicable Requirements Other than the Uniform Standards of Professional Appraisal Practice (USPAP):** The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

## **ANTICIPATED SCOPE OF WORK**

**Site Visit:** On-site inspections.

**Valuation Approach(es):** Sales comparison approach and income approach if adequate data is available. Research will be performed utilizing research of public records, various national marketing platforms, market participant interviews, and conversations with parties to transactions.

*Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.*

**Identification of Potential End Users:** Conversations with the Hamilton County Economic Development Authority and surrounding EDA's; local city and county officials; other applicable government agencies; area educational institutions; major employers; and other applicable organizations as identified during the process.

## **APPRAISAL REPORT**

**Report Option:** Appraisal Report

**Report Format:** Narrative

**Properties under Contract for Sale:** If the property appraised is currently under contract/option for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

**Additional Documentation:** Client agrees to provide Appraiser with the following documentation.

- Any contracts, options, or other agreement
- Any available site plans, surveys, and/or legal descriptions
- Any building plans or floor plans
- Historical operating cost/expense statements for utilities, water/sewer, repairs/maintenance, and any other applicable operating expenses for the last three years the properties were in use.
- Any other information deemed pertinent subsequent to acceptance of this assignment

**Delivery Date:** Provided that Client has performed Client's obligations set forth in this Agreement, Appraiser and Client estimate that the assignment will be completed within 60 days of the notice to proceed. To the extent Client or Client's contractors or agents are delayed in completing Client's obligations set forth in this Agreement, the foregoing estimated Date of Delivery or completion schedule shall be adjusted accordingly. The foregoing estimated Date of Delivery or completion schedule shall not constitute Appraiser's guarantee that the assignment will be completed within such time periods; provided, however, that Appraiser will use commercially reasonable efforts to complete the assignment on or before the Date of Delivery or pursuant to the completion schedule. In the event Appraiser is unable to complete the assignment within the time set forth herein, Appraiser shall provide Client with reasonable notice

of any anticipated delays, and Appraiser and Client shall in good faith agree upon an alternative Date of Delivery or completion schedule.

**Delivery Method:** Hand Delivery and Electronic

**Number of Copies:** One digital and three hard copies. (Additional hard copies available upon request)

**Payment to Appraiser:** Payment will be based on a rate of \$100 per hour. The anticipated scope of this project is estimated between 80 and 100 hours to complete. The maximum billable hours will be capped at 125 hours. In the event the time expended by the appraiser to complete the assignment goes beyond the maximum billable hours, the client will not incur any additional expense.

**Payment Due Date:** Payment is due upon completion and delivery of the report.

**When Appraiser's Obligations Are Complete:** Appraiser's obligations pursuant to this Agreement are complete when the Appraisal Report in the form specified in this Agreement is delivered to Client pursuant to this Agreement. Appraiser agrees to be responsive to Client's legitimate inquiries regarding the contents of the report after delivery.

**Confidentiality:** Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement to, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

**Use of Employees or Independent Contractors:** Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

**Services Not Provided:** The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement.

**Testimony at Court or Other Proceedings:** Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

**Changes to Agreement:** Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the Client, intended users, or intended use; the date of value; type of value; property appraised and/or anticipated scope of services cannot be changed without a new Agreement.



**Cancellation:** Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

**Governing Law and Jurisdiction:** This Agreement shall be governed by the law of the state in which Appraiser's office as specified in this Agreement is located, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction of said court.

**Appraiser Independence:** Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

**No Third-party Beneficiaries:** Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

**Assignment:** Neither party may assign this Agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

**Extent of Agreement:** This Agreement represents the entire and integrated agreement between the Client and Appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and Appraiser.

**Expiration of Agreement:** This Agreement, and the terms specified herein, is valid only if signed and returned to the appraiser by Client on or before September 28, 2019.

By Appraiser:



(Signature)

J. Chase Moses

(Printed Name)

October 23, 2018

(Date)

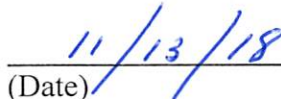
By Client:



(Signature)

REX L. MITCHELL

(Printed Name)



(Date)

NON-COLLUSION AFFIDAVIT

State of Florida

County of Hamilton

J. Chase Moses

being first duly sworn, deposes and says that:

(1) He/she is the Owner, Partner, Officer, Representative, or Agent

of the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

Tiffany Beedel  
Kira Cutts

BY: J. Chase Moses

Printed Name: J. Chase Moses

Title: VP - Controller, Moses + Associates

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted

to School Board of Hamilton County, Florida

by J. Chase Moses

for Candler, Moses + Associates

Whose business address is: 184 N Merida Ave. Lake City, FL 32055

(If applicable) its Federal Employer Identification Number (FEIN) is: 81-3874043

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision of any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime or;
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. *(Please indicate which statement applies.)*

☒ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.



☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

J. Chase  
(Signature)

11/5/18

STATE OF Florida (Date)

COUNTY OF Columbia

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

J. Chase Moses  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided

above on this 5<sup>th</sup> day of November, 2018.

P. Radel  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_





**THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA**  
**Agreement Rider Maintenance and Public Access to Records**

In compliance with Section 119.0701, Florida Statutes (2016) the Vendor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by Board in order to perform the services provided by the Vendor. Any documents created by the Vendor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the Board's custodian of public records, provide the Board 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.
- C. 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 Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Vendor or keep and maintain public records required by the Board to perform the service. If the Vendor transfers all public records to the Board upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.
- E. If the Vendor does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Vendor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Vendor to compel production of public records where the Vendor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Vendor as authorized by 119.0701, Fla. Stat.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE VENDOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA: Rex L. Mitchell, Superintendent, The School District of Hamilton County, Florida , 5683 South US Highway 129, Suite 1, Jasper, Florida 32052, email address: rex.mitchell@hamiltonfl.com. telephone number (386) 792-7802.**

**CONTRACT FOR/WITH/FY: Candler Moses & Associates / Professional Valuation and Consulting Services for Greenwood and South Hamilton Elementary Schools / 2018-19**

BY: 

Printed Name: J. Candler Moses

Title: VP- Candler, Moses & Associates