

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

APPRAISER CONTRACT

WHEREAS, the STATE OF ALABAMA, Department of Conservation and Natural Resources, State Lands Division will have the need for appraisals on certain tracts and/or interests in property located throughout the State; and

WHEREAS, (BUSINESS NAME EXACTLY AS ENTERED IN STAARS), TAX ID(#), employs one or more MAI qualified appraisers licensed in the State of Alabama (“Qualified Appraisers”) and is willing and able to perform necessary real estate appraisal services.

NOW THEREFORE, the State of Alabama, Department of Conservation and Natural Resources, State Lands Division (hereinafter “Lands”) and (BUSINESS NAME) (hereinafter “Company”) (Lands and Company collectively hereinafter “Parties”) do hereby agree as follows:

1. APPRAISAL SERVICES

Company will determine a leasehold interest and/or sale valuation/appraisal for the property or property interest as instructed by Lands. Company shall prepare, furnish, and deliver one (1) hard copy of the appraisal report along with a digital version of such report to the Lands Director at the address set forth in Paragraph #13. The report shall, in form and substance, conform to recognized appraisal standards, principles, and practices of the Alabama Real Estate Appraisers Board and the Appraisal Institute.

2. OPPORTUNITY TO PERFORM SERVICES

Company agrees and acknowledges that opportunities to perform appraisal services under this Contract, if any become available, will be pursuant to requests for quotes initiated by Lands via email. Accordingly, Company shall submit to Lands a listing of Qualified Appraisers deemed authorized by Company to submit quotes for services to Lands on behalf of Company (“List of Qualified Appraisers”). This List of Qualified Appraisers shall include the name, email address, phone number and physical office location for each such individual and shall further include the signature of an authorized official of Company certifying such listing. Said List of Qualified Appraisers must be submitted to Lands before Company will be provided any opportunity to submit quotes to perform services. Company agrees to immediately provide an updated List of Qualified Appraisers each time any information as to such individual(s) changes so that Lands will at all times be able to maintain a current List of Qualified Appraisers as part of its records. Lands reserves the right to reject any and all quotes.

3. NOTICE TO PROCEED

Company shall begin to perform appraisal services immediately upon receipt of a written notice to proceed issued by Lands in a form to include, but not be limited to, email notification, and shall complete and render the requested full appraisal report(s) in accordance with this Contract and within such time as set forth in the applicable quote request.

4. TERM

This Contract shall commence on October 1, 2021, or the date of the Governor’s signature, whichever occurs later, and shall end September 30, 2023. The term of this Contract may be extended by written agreement of the Parties.

5. PAYMENT FOR APPRAISAL SERVICES

In no event shall the total of payments under this Contract exceed ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) *[Note: “not to exceed” amount of any contract awarded pursuant to the RFP will be determined by Lands in its sole discretion]* which shall constitute full payment to Company and shall include costs of all supplies, materials and equipment and all other expenses of any kind or nature incurred by Company hereunder. Payment shall become due after review and final approval of the appraisal report(s) and the submission of an invoice by Company in accordance with Paragraph #6.

Company agrees that Lands shall not be responsible for paying Company for any work performed in a manner inconsistent with recognized appraisal standards, principles and practices of the Alabama Real Estate Appraisers Board and the Appraisal Institute and/or for any appraisal report submitted after the specified deadline unless Company receives written notice from Lands of its agreement to extend said deadline.

6. SUBMISSION OF INVOICES FOR PAYMENT

Company acknowledges and agrees that, due to certain State of Alabama fiscal year requirements, all invoices for services performed during each October 1st to September 30th period that may occur during the term of this Contract must be submitted to Lands no later than the October 15th following said 12-month period. It shall be the sole responsibility of Company to meet this deadline for submission of invoices.

7. CERTIFICATION OF PROFESSIONAL QUALIFICATIONS TO PERFORM SERVICES

Company acknowledges that Lands, as set forth pursuant to a quote request, at times may require certain appraisal reports to be submitted pursuant to specific standards such as those mandated by the *Uniform Standards of Professional Appraisal Practices* (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book). Company hereby agrees and certifies to Lands that all quotes to perform such USPAP and Yellow Book appraisal services for Lands shall be for work to be performed by Qualified Appraisers who are also fully qualified to perform USPAP and/or Yellow Book appraisals, as applicable. Company acknowledges and agrees that, upon request from Lands, it shall submit information verifying and/or detailing the qualifications and experience of any Qualified Appraisers potentially performing such USPAP and/or Yellow Book appraisal services pursuant to this Contract.

8. CONFIDENTIAL INFORMATION

Company shall not divulge (and shall take all reasonable steps to ensure that no member of Company's staff or organization divulges) any information concerning appraisal services performed or to be performed pursuant to this Contract to any person other than a duly authorized representative of Lands or a person authorized in writing by Lands to obtain such information.

9. APPRAISAL REPORTS

At the time of receipt and acceptance thereof, all appraisal reports delivered to Lands by Company, shall become and remain the sole property of Lands.

10. TERMINATION

Failure by Company to submit a properly completed appraisal report to Lands by the specified deadline or failure to perform appraisal services pursuant to this Contract in a manner satisfactory to Lands shall constitute cause for immediate termination by Lands of any specific appraisal assignment, or this entire Contract, within the sole discretion of Lands. In the event of such termination, Lands will pay Company for legitimately incurred direct costs and expenses as of the date of such immediate termination following submission of an invoice by Company pursuant to Paragraph #6.

Lands may terminate this Contract at any time without cause upon at least fifteen (15) days written notice to Company and Company shall cease performing all services upon receipt of such notice. Lands will pay Company for legitimately incurred direct costs and expenses as of the date of termination of the Contract following submission of an invoice by Company pursuant to Paragraph #6.

Termination of this Contract shall be effective upon Lands' delivery of notice to Company pursuant to Paragraph 13.

11. NO CONFLICT OF INTEREST

Company, by execution of this Contract, certifies to Lands that neither Company nor any member/employee/agent/contractor of Company, nor any family member of the foregoing will have any pecuniary interest in property made the subject of any services to be performed under this Contract.

If at any time Company cannot maintain the certifications required pursuant to this Paragraph, Company shall immediately provide written notice to Lands, cease the performance of any services pursuant to this Contract and retract any pending quotes to perform such services until such time as Lands provides written notice to Company that the conflict has been resolved to the satisfaction of Lands in its sole discretion. Company acknowledges and agrees that it will not be compensated for any services found to have been performed in violation of this Paragraph.

12. INSURANCE

The work to be performed under this Contract shall be performed entirely at Company's risk. The Company shall maintain in force, at its sole expense, comprehensive general liability insurance coverage in an amount of not less than \$1,000,000.00 for injury or death or damage to property, and shall include the State of Alabama, Department of Conservation and Natural Resources, its officers, employees, agents, and

representatives as additional insureds in said insurance policy. Company shall provide to Lands a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto Lands at least thirty (30) days written notice of any cancellation or modification of coverage under any such policies.

13. NOTICE

All notices required to be given to Company shall be sufficient if sent by certified mail or overnight courier to the following address:

X

Company shall immediately provide notice to Lands as to any change to this information at least ten (10) days before the change is effective.

All notices and appraisal reports required to be submitted to Lands shall be sufficient if sent by certified mail or overnight courier to the following address:

State Lands Director
Department of Conservation and Natural Resources,
State Lands Division
64 North Union Street, Suite 464
Montgomery, Alabama 36130

14. VENUE

Company agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

15. ASSIGNMENT

Company may not assign or transfer this Contract or subcontract the work to be performed without the prior written consent of Lands.

16. CONTINGENCY

It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability of funds under the program for which this Contract is awarded.

17. PRORATION

In the event of the proration of the fund from which payment under this Contract is to be made, the Contract will be subject to termination.

18. NOT A DEBT OF THE STATE

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

19. NO AGENCY

By entering into this Contract, Company understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. Company is an independent entity from the State and nothing in this Contract creates an agency relationship between the Parties.

20. NOT ENTITLED TO MERIT SYSTEM

Company understands and agrees that it is not hereby entitled to any benefits of the Alabama State Merit System.

21. INDEMNIFICATION

Company agrees that due care shall be exercised in the performance of services and that Company shall be fully and solely responsible for and shall defend, protect, indemnify and hold the State of Alabama, its

agencies, agents, boards, officers, employees, commissions and commissioners free and harmless from and against any and all claims for injuries, damages, and all costs and expenses arising out of or incidental to Company's performance of services under this Contract. This paragraph shall survive the expiration or termination of this Contract.

22. ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

23. BOYCOTT

In compliance with Act 2016-312, Company hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the State can enjoy trade.

24. IMMIGRATION

By signing this Contract, Company affirms, for the duration of the Contract, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Company is found to be in violation of this provision, it shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.

25. DISCRIMINATION

Company further agrees to comply with all state and federal laws which prohibit discrimination on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

26. SEVERABILITY

In the event any terms or provisions of this Contract are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

27. SUPERSEDES

Lands and Company represent that this Contract supersedes all proposals, oral and written, all previous contracts, agreements, negotiations and all other communications between the Parties with respect to the subject matter hereof.

28. COMPLIANCE WITH LAWS

The obligation to obtain all required permits and approvals from federal, state, and local governmental agencies shall at all times rest exclusively with Company. In addition, Company agrees at all times to maintain compliance with requirements of such permits and approvals and to maintain compliance with all federal, state, and local laws.

29. ENFORCEMENT OF RIGHTS AND OBLIGATIONS

Company understands and agrees that the failure of Lands to strictly or promptly enforce the rights and obligations in this Contract shall not operate as a waiver thereof. The acceptance of any payment required under this Contract by Lands, with knowledge of a breach of any provision in the Contract, shall not be deemed a waiver of such breach.

30. GOVERNING LAW / SOVEREIGN IMMUNITY

This Contract and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity

from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

31. FORCE MAJEURE

In the case of a Force Majeure Event as defined herein, Lands reserves the right to immediately terminate the Contract without prior notice to Company. Should this occur, neither party shall be liable for or be considered in breach of this Contract due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines or blockades in effect on or after the date of this Contract; (iv) national, state or regional emergency whether ongoing or occurring on or after the date of this Contract; (v) public health emergencies, outbreak, epidemic or pandemic, whether ongoing or occurring on or after the date of this Contract, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

32. REVIEW AND EXECUTION

This is a legal, binding document. Company has been afforded the right to seek legal counsel and review this Contract and the terms set forth herein. By executing this Contract, Company acknowledges and understands the terms and conditions outlined herein and affirms Company's assent to the contents of this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed.

RECOMMENDED:

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Patricia Powell McCurdy
Director
State Lands Division

Christopher M. Blankenship
Commissioner

TERMS ACCEPTED:
X (APPRAISAL COMPANY NAME)

Signature: _____

Printed Name: _____

Title: _____

APPROVED:

ATTEST:

Kay Ivey
Governor of Alabama

John H. Merrill
Secretary of State

Date: _____

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Christopher M. Blankenship**, whose name as **Commissioner of the Alabama Department of Conservation and Natural Resources**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2021.

Notary Public

STATE OF ALABAMA)
)
_____ COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as the _____ of the _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2021.

Notary Public