

## COMMISSIONERS OF THE LAND OFFICE

### ADDENDUM TO PROFESSIONAL VALUATION (APPRAISAL) SERVICES FORM

The Commissioners of the Land Office of the State of Oklahoma, as Trustees of the Land Office Trust's ("CLO"), located at 204 N. Robinson, Suite 900, Oklahoma City, Oklahoma 73102, was formed and organized as a sacred trust for the benefit of public education in the State under the authority of and in accordance with the Organic Act of Congress of May 2, 1890; the Enabling Act of June 16, 1906, §§ 7, 8 and 12; and pursuant to the Okla. Constitution, art. 6, § 32 & art. 11, §§ 1-2; and the power vested in the Commissioners by law. The purpose and mission of the CLO includes administering the school land trust funds responsibly in order to produce income to support and maintain trust assets, for the benefit of present and future public education beneficiaries as set forth constitutionally, and in 64 O.S. §§ 1001.

The Agreement is comprised of two (2) documents, one of which is the two (2) page Professional Valuation (Appraisal) Services Form ("Form") along with the additional terms and conditions in this document entitled Addendum, which is incorporated into the Agreement by reference. THIS ADDENDUM is posted on the CLO's homepage to make it available to the public and to provide the additional terms and conditions that are not in the Form.

CLO and Appraiser are the "Parties" to this Agreement. Your signature on the Form shows that you understand not only all the terms and conditions in the Form, but also the terms and conditions in the Addendum as well. Signing the Form is an attestation that that you have binding authority and are forming this Agreement. This Agreement is binding, effective, all terms and conditions are accepted by the Parties when the Form is fully executed.

1. Appraiser is a Licensed Professional: Before any services can be performed, proof of licensure must be provided prior to this Agreement commencing. The license must be both current and in good standing during the term of this Agreement. Pursuant to Title 18 O.S. § 803, contractors must be providing solely the services for which they are licensed.
2. Professional Conduct Standards: Appraiser shall discharge their duties with the care, skill, prudence and diligence. The Appraiser agrees to conduct business in accordance with applicable industry standards, in a professional manner with integrity, and shall perform their obligations as a prudent, experienced professional. Appraiser cannot guarantee an outcome in advance.
3. Agreement Term: This Agreement commences when it is executed by the Parties and all certifications and proof of insurance, and other required documents are provided to the CLO.
4. Expenses: There are no reimbursable expenses. This is a flat fee professional services agreement.
5. Proof of insurance shall be provided to the CLO prior to signing this Agreement.
  - Workers' Compensation                      or exempt from
6. Certifications: The Appraiser agrees to attest to and provide certain certifications required of all vendors of the state of Oklahoma:
  - Professional Services Contract Certificate: Appraiser will execute contemporaneously with this Agreement or has executed the Professional Services Certificate.

- Non-collusion Certificate: Appraiser agrees to the Non-collusion Certificate. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity. This Agreement is invalid and of no effect unless a notarized sworn Non-collusion Affidavit is provided pursuant to 74 O.S. § 85.22.
  - Certification of Registration with the Status Verification System: By signing this Agreement, the Appraiser agrees that its employees and all proposed subcontractors, at the time this contract is executed, are in compliance with 25 O.S. § 1313 and participates in the Status Verification System. The Status Verification system is defined in 25 O.S. § 1312 and includes the free Employment Verification Program (E-Verify) through the Department of Homeland Security and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify). Oklahoma state law prohibits contracting for services with a public employer unless the contractor and subcontractors are registered on the system. All costs necessary to verify compliance are the responsibility of the Contractor.
  - Certification of Noninvolvement of State Employees: Appraiser agrees to comply with the certification that is required by 74 O.S. 2011 § 85.42(B), the Parties certify that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma will be employed to fulfill any of the services provided under this Agreement.
  - Tobacco Prohibited: Appraiser certifies by executing this Agreement, that it is aware and agrees not to use tobacco products because they are prohibited on any properties owned, leased or used by the State of Oklahoma, including land and vehicles.
7. Deliverables: Appraiser shall deliver to CLO two (2) appraisal reports as well as an electronic file of the appraisal report in pdf format.
- a. Attested Appraisal Reports: The Appraiser must provide professional appraisal reports. A narrative appraisal should be provided to CLO containing all the significant data and resources used to reach the solution of appraisal.
  - b. Methodology: Within the appraisal report, the traditional approaches (cost, sales comparison, income or other) that were considered to reach the valuation are to be disclosed.
  - c. Good Faith: Appraiser agrees to certify that the work provided is original, and has not previously been provided to any other person, government or entity. Appraiser attests that the report is not partially replicated or duplicated from another project or source.
8. Record Retention and Audit: Appraiser agrees that any pertinent agency, including the State Auditor Inspector, the State Purchasing Director and the CLO will have the right to audit all records relevant to this Agreement. Appraiser agrees to retain all such records for a period of seven (7) years.
9. Open Records: All records related to this Agreement are subject to public disclosure pursuant to the Oklahoma Open Records Act, 51 O.S. §§ 24A.1.
10. Independent Contractor: Appraiser agrees that Appraiser is an independent contractor and also agrees that Appraiser is not an employee of the CLO.
11. Secretary of State Status: Appraiser, if it is a limited liability company or is incorporated, it must be registered and provide the status of its registration with the Oklahoma Secretary of State.
12. Indemnification: Appraiser shall indemnify and hold harmless the CLO, and its Commissioners, employees and agents, from and against any and all claims from Appraiser's negligence, omissions or malfeasance. This indemnification shall survive the termination of this Agreement.
13. Governmental Tort Claims Act: Nothing in the Agreement shall be construed to limit the application of the provisions of the Oklahoma Governmental Tort Claims Act.

14. Assignment Prohibited: This contract is not assignable.
15. Breach: The appraisal must complete on time or it is considered a material breach of this Agreement.
16. Authority: The representative signing this Agreement has full and complete authority to execute this Agreement on behalf of and to bind the Party on behalf of whom s/he is signing.
17. Interpretation: The Form and the Addendum are to be interpreted as one Agreement. The captions herein are for convenience only and are not to be construed as part of this Agreement. If any term or provision of this Agreement shall be found to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public authority having jurisdiction thereof by a court of competent jurisdiction, then, notwithstanding such term or provision, this Agreement shall be and remain in full force and effect and such term shall be deemed stricken; provided, however, this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either CLO or Appraiser.
18. Venue and Jurisdiction: The Parties submit to the jurisdiction of the Oklahoma State District Court. All lawsuits, charges, and claims concerning any matter relating to or arising out of this Agreement shall be filed and conducted in the State District Court of Oklahoma County, Oklahoma.
19. Oklahoma Law Applies: All disputes related to, or in connection with this Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, without regard to conflict of laws provisions.
20. Severability: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
21. Complete Agreement: The Agreement is the Appraisal Services Agreement Form plus this Addendum, including documents incorporated by reference herein, and represents the entire Agreement between the CLO and Appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. The CLO and Appraiser hereby agree to the terms and conditions of this Agreement for Professional Appraisal Valuation Services. Appraiser understands and accepts all terms and conditions of this Agreement as acknowledged by Appraiser marking the Appraisal Services Agreement Form's check the box under Section IV, Paragraph 2 of this Agreement.