AGREEMENT FOR REAL ESTATE BROKERAGE SERVICES PD 10-11.051

This is an Agreement is made this 18th day of September 2011, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Scoggins III, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), with a Federal Employer Identification Number of 59-1784543 and whose principal address is 21 South Tarragona Street, Suite 103, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, Contractor is a firm with expertise in the area of professional real estate brokerage services; and

WHEREAS, the County is in need of a Contractor to provide such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of one (1) year. This Agreement may be renewed for two (2) successive 12 month periods upon mutual consent of the parties. In no event shall the agreement extend beyond three (3) years in duration after exercising all options for renewal.

3. Scope of Services. Contractor agrees to provide real estate brokerage services including, but not limited to, the scope of services outlined in Escambia County's RFP Specification PD 10-11.051, attached hereto as Composite Exhibit "A," and as provided in the Contractor's Proposal, dated June 14, 2011, attached hereto as Exhibit "B". In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the fee schedule provided on Page 38 of the Contractor's Proposal, attached hereto as Exhibit "B". In the event of a conflict between the terms of the Exhibit and this Agreement, the terms of this Agreement shall prevail.

5. Work Orders. The County shall assign tasks to the Contractor in writing utilizing work orders. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order.

6. Method of Payment.

In the event Contractor facilitates the purchase or sale of real property on behalf of County, Contractor shall receive compensation from County in the form of a commission equal to a fixed percentage of the gross sales price of the property payable upon closing of title.

For the purchase of real property, Contractor shall be compensated in the amount of 4.75% of the purchase price.

For the sale of real property, Contractor shall be compensated in the amount of 6.5% to be divided with any cooperating Broker at a rate of 4% to Contractor and 2.5% to Broker. In the absence of a cooperating Broker, Contractor shall be compensated in the amount of 4.75% of the purchase price.

For any work billed in a manner other than commission, Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. A brief summary of the associated work performed shall also be provided on each invoice. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. The County reserves the right, with justification, to partially pay any invoice submitted by Contractor.

7. Termination.

This Agreement may be terminated by either party for cause, or by the County for convenience, upon providing thirty (30) days written notice to the other party. In the event of such termination, the County shall be liable for the payment of any services properly performed prior to the effective date of termination.

Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations and County ordinances, and failure to perform in a timely manner any provision of this Agreement.

In no event shall termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Contractor abandons this Agreement or causes it to be terminated by County, the Contractor shall indemnify the County against any loss related to the termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals'

fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability or Malpractice or Errors or Omissions with minimum limits of $1,000,000 per occurrence.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To:Scoggins, III, Inc. Attention: James A. Scoggins P.O. Box 901 Pensacola, Florida 32591	To: County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 15th day of September, 2011, and Scoggins III, Inc., signing by and through its President, duly authorized to execute same.

This document approved as to form and legal sufficiency.
By: [signature]
Title: ACA
Date: 7/27/11

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: Doris Harris
(SEAL)

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: [signature]
Kevin W. White, Chairman

Date: 9-19-2011

BCC Approved: 9-15-2011

CONTRACTOR:
SCOGGINS, III, INC.

By: James A. Scoggins, President

ATTEST:
By: [signature]
Corporate Secretary
(SEAL)

SCOGGINS III