# SECOND AMENDMENT TO AGREEMENT #11139 BETWEEN ALACHUA COUNTY AND SANTANGINI APPRAISALS, LLC FOR ANNUAL APPRAISAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT #11139, made and entered into this day of June 2021, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Santangini Appraisals, LLC, a Florida Limited Liability Company with a principle business address of 1109 NW 23<sup>rd</sup> Avenue, Suite B, Gainesville, FL 32609, hereinafter referred to as "Professional". Collectively the County and the Professional are hereinafter referred to as the "Parties".

### WITNESSETH:

WHEREAS, in 2018, County issued RFP #19-224 seeking qualified Professionals to furnish Annual Appraisal Services, in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to RFP #19-224, the County identified the Professional as one of the top three ranked firms; and

WHEREAS, pursuant to RFP #19-224 the Parties hereto previously entered into the *Agreement* for *Professional Services between Alachua County and Santangini Appraisals, LLC*, dated December 11, 2018 (the "Agreement") for the provision of **Annual Appraisal Services**; and

WHEREAS, the Parties previously entered into the First Amendment to the Agreement, dated September 24, 2019 (the "First Amendment") through which the County has elected to exercise its first option to renew the Term of the Agreement for a two-year period commencing October 1, 2019 through September 30, 2021 ("First Renewal Option Term"); and

WHEREAS, the County has elected to exercise its second option to renew the Term of the Agreement for a two-year period commencing October 1, 2021 through September 30, 2023 ("Second Renewal Option Term"), to reflect the increase to the Alachua County Minimum Wage as mandated by the Wage Ordinance, and to add a clause which defines and allows electronic signatures and to add a clause which acknowledges the employment eligibility requirements via the U.S. Department of Homeland Security E-Verify System as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

1. Paragraph #1 of the Agreement, **Term**, is amended and replaced in its entirety to read:

- 1.1 The County has elected to exercise its second option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period of October 1, 2021 through and ending September 30, 2023 (the "Second Renewal Option Term), unless earlier terminated as provided herein.
- 1.2 The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- 2. Paragraph #6 of the Agreement, Alachua County Minimum Wage, is hereby amended to reflect a reference change, from Chapter 22, Article III of the Alachua County Code of Ordinances to Chapter 22, Article XII.
- 3. Paragraph #6 of the Agreement, Alachua County Minimum Wage, subparagraph 6.1, as previously amended is further amended in its entirety to read:
- 6.1 Current required Alachua County Government Minimum Wage is \$15.00 per hour when health benefits are provided at the equivalent value of \$2.00 per hour and \$17.00 when health benefits are not provided (collectively, the "Minimum Wage
- 4. Paragraph #32 of the Agreement, Electronic Signatures, is added as follows:
  - 32. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- 5. Paragraph #33 of the Agreement, U.S. Department of Homeland Security E-Verify System, is added as follows:
  - 33. <u>U.S. Department of Homeland Security E-verify System.</u>

- 33.1 The Contractor/Professional 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/Professional during the term of the Agreement. The E-verify system is located at https://www.uscis.gov/e-verify.
- 33.2 The Contractor/Professional shall expressly require any subcontractors performing work or providing services pursuant to the County's Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement. The E-verify system is located at https://www.uscis.gov/e-verify.
- 6. This Second Amendment shall take effect October 1, 2021, after execution by both Parties.
- 7. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Agreement, including any previous amendment thereto, shall be and remain in full force and effect. In the event of any conflict between this Second Amendment and the First Amendment, the terms of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first abovewritten.

## By: Ken Cornell, Chair **Board of County Commissioners** A DDD OVED AS TO FORM

ALACHUA COUNTY, FLORIDA

ATTEST: Diana Johnson 9E797AC46776481... J.K. "Jess" Irby, Esq. Clerk Alachua County Attorney's Office (SEAL)

DAVID EDWARDS Commission # GG 143097 Expires September 14, 2021 nded Thru Budget Notary Services

ppraisals LLC

PROFESSIONAL

Print: Laura Title:

Date:

Page 3 of 3

### CERTIFICATE OF INCUMBENCY

- I, Laura L. Rutan, the manager of Santangini Appraisals, LLC, a Florida Limited Liability Company, hereby acknowledge and certify the following:
  - That I am qualified to execute this Certificate of Incumbency on behalf of Santangini Appraisals, LLC, and have access to all documentation for this Florida Limited Liability Company;
  - The principal place of business for Santangini Appraisals, LLC, is 1109 NW 23<sup>rd</sup> Avenue, Suite B, Gainesville, Florida 32609; and
  - 3) That the following named individual has been duly designated and appointed to the office indicated.

In witness wherefore, I have hereunto subscribed my name on June 1, 2021.

Laura L. Rutan

DocuSign Envelope ID: AE9595AD-A04C-44B5-90D3-1E16E7C869E6

### 2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L16000133327

Entity Name: SANTANGINI APPRAISALS, LLC

**Current Principal Place of Business:** 

1109 NW 23RD AVENUE, SUITE B GAINESVILLE, FL 32609

**Current Mailing Address:** 

1109 NW 23RD AVENUE, SUITE B GAINESVILLE, FL 32609 US

FEI Number: 81-3313269

Certificate of Status Desired: No

FILED Jan 30, 2021

**Secretary of State** 

1117361619CC

Name and Address of Current Registered Agent:

RUTAN, LAURA L 1109 NW 23RD AVENUE, SUITE B GAINESVILLE, FL 32609 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

**Electronic Signature of Registered Agent** 

Date

### **Authorized Person(s) Detail:**

Title

MGR

Name

RUTAN, LAURA L

Address

1109 NW 23RD AVENUE, SUITE B

City-State-Zip: GA

GAINESVILLE FL 32609



I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SANTANGINI APPRAISALS LLC LAURA RUTAN

**MGR** 

01/30/2021

**SANTAPP-01** 

### **TMITCHELL**

### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 6/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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PRODUCER						CONTACT John Darr NAME: PHONE (252) 229 0552					
520	r Schackow Insurance Agency LLC 0-B West Newberry Road nesville, FL 32607				(A/C, No	o, Ext): (35∠ <i>)</i> 3	30-0552	winsurance.com	(352)	376-5741	
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Santangini Appraisals, LLC 1109 NW 23rd Ave., Ste B Gainesville, FL 32609						INSURER B :				1.0.2.	
						INSURER C :					
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						INSURER E :					
COVERAGES CERTIFICATE NUMBER:					INSURER F:  REVISION NUMBER:						
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LTR	TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s	1.000.000	
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	CLAIMS-MADE X OCCUR  Y Business Owners	X		ACP3048081648		2/9/2021	2/9/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	5,000	
	X Business Owners							MED EXP (Any one person)	\$	1,000,000	
								PERSONAL & ADV INJURY	\$	2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000	
	POLICY PRO- OTHER:							PRODUCTS - COMP/OP AGG	\$	· · ·	
Α	ANY AUTO							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
				ACP3048081648		2/9/2021	2/9/2022	BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$		
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
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	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$		
	DED RETENTION \$							DED OTH	\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$		
	(Mandatory in NH)  If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$		
_	DÉSCRIPTION OF OPERATIONS below  Business Owners			ACP3048081648		2/9/2021	2/9/2022	E.L. DISEASE - POLICY LIMIT Personal Property	\$	49,500	
A	Business Owners			ACP3048081648		2/9/2021	2/9/2022	Deductible		1,000	
cont	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC thua County and Alachua County Board tract.	LES (A	core	0 101, Additional Remarks Schedu y Commissioners are addit			e space is requi egard to Gen	 red) eral Liabilty when require	d by v	written	
CERTIFICATE HOLDER					CANCELLATION						
Alachua County and Alachua County Board of County Commissioners 12 SE 1st Street						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	Gainesville FL 32601				AUTHORIZED REPRESENTATIVE						



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Gainesville  INSURER A: FIRSTCOMP INS CO  INSURER B:  INSURER C:  INSURER C:  INSURER D:	NAIC#									
1111 NW 23rd Avenue	NAIC#									
INSURER(S) AFFORDING COVERAGE     INSURER A : FIRSTCOMP INS CO     INSURER B :         Santangini Appraisals LLC										
Gainesville  INSURER A: FIRSTCOMP INS CO  INSURER B:  INSURER C:  INSURER C:  INSURER D:										
INSURED   INSURER B :	27626									
Santangini Appraisals LLC  1109 NW 23rd Ave  INSURER D:										
1109 NW 23rd Ave INSURER D:										
Cuite D										
Suite B INSURER E:										
Gainesville FL 32609 INSURER F:										
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:										
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIO INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR TYPE OF INSURANCE INSD WYD POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYY) LIMITS										
COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE S										
CLAIMS-MADE OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) \$										
MED EXP (Any one person) \$										
PERSONAL & ADV INJURY \$										
GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$										
POLICY PRODUCTS - COMP/OP AGG \$										
OTHER:										
AUTOMOBILE LIABILITY  COMBINED SINGLE LIMIT (Ea accident)										
ANY AUTO BODILY INJURY (Per person) \$										
OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) \$										
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DED RETENTION\$										
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY										
ANY PROPRIETOR/PARTINE/EXECUTIVE 5 100,000	0									
(Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ 100,000	0									
If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 500,000										
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)										
CERTIFICATE HOLDER CANCELLATION	CANCELLATION									
Alachua County Board of Commissioners  THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVE ACCORDANCE WITH THE POLICY PROVISIONS.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
12 SE 1st St AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE									
Gainesville FL 32601	Color									
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# SANTANGINI APPRAISALS LLC

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:

05/31/2021

10 05/31/2023

Jethall John

Jonathan R. Satter, Secretary Florida Department of Management Services Office of Supplier Diversity 4050 Esplanade Way, Suite 380 Tallahassee, FL 32399

www.dms.myflorida.com/osd

