

**SECOND AMENDMENT TO AGREEMENT #11137  
BETWEEN ALACHUA COUNTY AND FLORIDA PROPERTY CONSULTANTS  
GROUP FOR ANNUAL APPRAISAL SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT #11137, made and entered into on June 4<sup>th</sup>, 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 Florida Property Consultants Group, Inc., a Florida for profit corporation, with a business address of PO Box 1339, Keystone Heights, FL 32656, 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 Florida Property Consultants Group*, 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 an additional 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 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.S. Department of Homeland Security E-Verify System.**

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 amendments, 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.

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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 above-written.

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_

Ken Cornell, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

J.K. "Jess" Irby, Esq. Clerk

(SEAL)

DocuSigned by:  
Diane Johnson


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Alachua County Attorney's Office

PROFESSIONAL

By: \_\_\_\_\_



Print: Dan H. Templin

Title: S.P. / Partner

Date: 02/04/21

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.