

**SECOND AMENDMENT TO AGREEMENT NO. 10834 BETWEEN ALACHUA
COUNTY AND JBROWN PROFESSIONAL GROPU, INC FOR ANNUAL
ENGINEERING SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT NO. 10834, made and entered into on _____, 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 JBrown Professional Group, Inc., a Florida for profit corporation with a principal business address of 3530 NW 43rd St, Gainesville, FL 32607, hereinafter referred to "Professional". Collectively the County and the Professional are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties hereto previously entered into the *Continuing Services Agreement between Alachua County and JBrown Professional Group,, Inc., RFP# 18-115, For Annual Engineering Services*, (the "Agreement") with an initial term ending September 30, 2019; and

WHEREAS, the Parties entered into the First Amendment to the Agreement (the "First Amendment") through which the Parties renewed the Term of the Agreement for a period of two years through September 30, 2021; and

WHEREAS, the County has elected to exercise its second renewal option to renew the Term of the Agreement for a two year period commencing October 1, 2021 through September 30, 2023 (the "Final Renewal Term"), to reflect the increase to the Alachua County Minimum Wage 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; and

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. **SECTION #1** of the Agreement, **Term**, is amended in its entirety to read:
 - 1.1 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. **SECTION #8** of the Agreement, **Alachua County Minimum Wage**, subsections 8.1 and 8.2 are hereby amended as follows. All other subsections of Section 8 remain unchanged by this Amendment.

8.1 The Work performed through this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

8.2 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").

3. **SECTION #38** of the Agreement, **Electronic Signatures**, is added to read:

38. 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.

4. **SECTION #39** of the Agreement, **U.S. Department of Homeland Security E-Verify System**, is added to read:

39. U.S. Department of Homeland Security E-Verify System.

39.1 The 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 Professional during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

39.2 The 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>.

5. This SECOND amendment shall take effect on October 1, 2021 after execution by the Parties.
6. **SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any supplemental Amendments thereto, shall be and remain in full force and effect. In the event any of the previous amendments to the Agreement conflict with this SECOND Amendment, the provisions 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)

APPROVED AS TO FORM

DocuSigned by:
Diana Johnson
0E707AC46776481...
Alachua County Attorney's Office

Professional

DocuSigned by:
Anthony J. Brown, Jr.
3DCEAA2F5906468...
By: _____
Print: Anthony J. Brown, Jr.
Title: President
Date: 9/16/2021

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.