

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT #10194
BETWEEN ALACHUA COUNTY AND
CORNERSTONE ENVIRONMENTAL GROUP, LLC FOR SOLID WASTE AND
RESOURCE RECOVERY CONSULTING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____ A.D. 2020, by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Cornerstone Environmental Group, LLC**, doing business at **201 East Pine Street, Suite 1000, Orlando, Florida 32801**, hereinafter referred to as "Professional". Collectively, the County and the Professional are referred to herein as the "Parties."

WITNESSETH:

WHEREAS, in 2016 the County issued Request for Proposal (RFP) #17-140 seeking proposals from licensed professionals for the provision of **Annual Landfill Compliance Monitoring and Solid Waste and Resource Recovery Consulting Services**; and

WHEREAS, after evaluating and considering all timely responses to RFP #17 140 , the County identified the Contractor as the top ranked firm and entered into the *Professional Services Agreement between Alachua County and Cornerstone Environmental Group, LLC for Solid Waste and Resource Recovery Consulting Services* dated February 14, 2017 (the "Agreement") with an initial Term extending through September 30, 2018; and

WHEREAS, the Parties previously entered into the First Amendment to the Agreement (the "First Amendment, dated March 26, 2019 through which the County has elected to exercise its first option to renew the Term of the Agreement for a two year period extending through September 30, 2020 ("First Renewal Option Term") the Parties amended the Agreement to reflect an increase in the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article XII ("Wage Ordinance"), and to update the Project Records and to update the Counterparts provision; and

WHEREAS, the County has elected to exercise its second option to renew the Term of the Agreement for a two year period extending through September 30, 2022 (the "Second and Final Option Term"), to reflect a further increase in the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article XII ("Wage Ordinance") ,to add a provision which allow the Parties to execute this, and any future Amendments, through electronic means, and to add a provision requiring the use of E-Verify by the Contractor to verify the employment eligibility of employees.

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:

- A. Subparagraphs 1.1, 1.2 and 1.3 of Paragraph 1 of the Agreement, **Term**, is amended and replaced in their entirety to read:

This Second Amendment shall be effective upon execution by both Parties and shall continue through September 30, 2022, unless earlier terminated as provided herein. This is the final renewal option for this Agreement. The Professional hereby acknowledges that all terms and conditions of this Agreement fully apply to services completed since October 1, 2020.

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.

- B. Paragraph 6 of the Agreement, **Alachua County Minimum Wage**, is further amended in its entirety to read:

6. Alachua County Minimum Wage: Services rendered through this Agreement are 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 Sec. 22.12.101(3) of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract. The County may amend the applicable Minimum Wage on or before October 1st of each year.

6.1 As of October 1, 2020, the current required Alachua County Government Minimum Wage is \$14.50 per hour when health benefits are provided at the equivalent value of \$2.00 per hour

6.2 As of October 1, 2020, the current required Alachua County Minimum Wage is \$16.50 when health benefits are not provided.

6.3 The Professional must provide certification, **Attachment D**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement

6.4 The Professional shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request.

Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements

6.5 Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S.

6.6 The Professional will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

C. Attachment D to the Agreement, **Certification of Meeting Alachua County Minimum Wage Ordinance**, referenced in Paragraph #6 of the Agreement, **Alachua County Minimum Wage**, is hereby deleted in its entirety and replaced with the revised **Attachment D**, which is attached to this Second Amendment.

D. **SECTION # 33, Electronic Signatures**, is hereby added to the Agreement:

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 Professional 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.

E. SECTION #34, **U.S. Department of Homeland Security E-Verify System**, is hereby added to the Agreement:

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

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

34.2 The Contractor 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 this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

F. This Second Amendment is effective upon execution by all Parties.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement, as previously amended, shall be and remain in full force and effect.

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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:
David Forziano
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Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: *Prentiss Shaw*
Print: Prentiss Shaw
Title: Vice President

CORNERSTONE ENVIRONMENTAL GROUP, LLC

By: *Donald Hullings*
Donald Hullings (Mar 11 2021 09:33 EST)
Print: Donald Hullings
Title: South Region Area Manager
Date: March 10, 2021

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

ATTACHMENT D: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance (“Wage Ordinance”).

Corporate Name: Cornerstone Environmental LLC
201 East Pine Street, Suite 1000,
Orlando, Florida 32801

Cornerstone Environmental Group, LLC

ATTEST (By Corporate Officer)

By: 

Print: Prentiss Shaw

Title: Vice President

By: Donald Hullings

Print: Donald Hullings

Title: South Region Area Manager

Date: March 10, 2021

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CERTIFICATE

CORNERSTONE ENVIRONMENTAL GROUP, LLC

To: Alachua County, Florida

I hereby certify to you that I am the duly elected and qualified Secretary of Cornerstone Environmental Group, LLC, a New York limited liability company (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Prentiss Shaw, Vice President of the Company, and Donald Hullings, South Area Manager of the Company, are each severally authorized and empowered, in accordance with the policies and procedures of the Company's parent corporation, to execute on behalf of the Company, a Professional Services Agreement #10194/RFP #17-140 between Alachua County and the Company for Solid Waste and Resource Recovery Consulting Services.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 12th day of March, 2021.



Preston Hopson
Secretary

