

**FIRST AMENDMENT TO AGREEMENT NO. 2019-49 ROSTAN SOLUTIONS LLC  
DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY MANAGEMENT AGREEMENT**

This *First Amendment to Agreement 2019-49* for disaster debris monitoring services and financial recovery management (“First Amendment”) is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida (“City”), and Rostan Solutions, LLC, 3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596, a Florida Limited Liability corporation (“Primary Contractor”).

**RECITALS**

**WHEREAS**, the Primary Contractor entered into Agreement No. 2019-49 on May 28, 2019, with the City for disaster debris monitoring services and financial recovery management (“Original Agreement”); and

**WHEREAS**, the Agreement was renewed for a period of three (3) years, effective May 28, 2022, through May 29, 2025; and

**WHEREAS**, the Federal Emergency Management Agency (FEMA) has implemented two new provisions effective in 2020 that applies to all agreements containing federal grants; and

**WHEREAS**, the parties mutually desire to amend the Original Agreement to incorporate the new provisions; and

**WHEREAS**, section 41 of the Original Agreement authorizes the City Manager to enter into this First Amendment.

**NOW THEREFORE**, in consideration of the mutual covenants specified herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF FIRST AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this “Agreement” in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. All references to “Contractor” in the Original Agreement and this First Amendment mean and include the Primary Contractor.
- D. This First Amendment is effective as of the date the last party signs it as identified below (the “Effective Date”) and shall continue as otherwise provided in the Original Agreement.

**2. NEW SECTION 49 – PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

Section 49 is hereby added to this First Amendment and reads as follows:

**49. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

1. This clause does not prohibit the Contractor from providing:

(a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or



(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:

(a) Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

(b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

1. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph E., in all subcontracts and other contractual instruments.

### 3. NEW SECTION 50 – DOMESTIC PREFERENCE FOR PROCUREMENTS

Section 50 is hereby added to this First Amendment and reads as follows:

**50. DOMESTIC PREFERENCE FOR PROCUREMENTS**

- A. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
  - 1. For purposes of this clause:
    - (a) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    - (b) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF, the parties have executed this First Amendment as follows.

**PRIMARY CONTRACTOR  
ROSTAN SOLUTIONS, LLC**

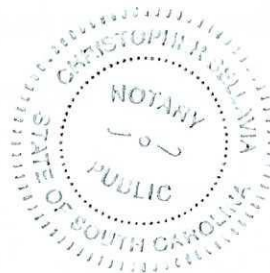
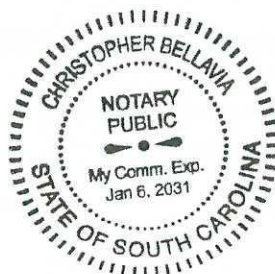
By: [Signature]  
Title: Principal/Vice President

STATE OF South Carolina  
COUNTY OF Charleston

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27th day of September, 2022, by Travis Mays (name), as Principal/Vice President (title) for Rostan Solutions, LLC.

[Signature]  
Notary Public

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_



Executed on September 27, 2022.


CITY OF NORTH PORT, FLORIDA

By:   
A. Jerome Fletcher, II, ICMA-CM, MPA  
City Manager

ATTEST

  
Heather Faust, MMC  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

  
Amber L. Slayton, B.C.S.  
City Attorney

