

**FIRST AMENDMENT TO AGREEMENT NO. 2019-48.001
DEBRIS MANAGEMENT SERVICES AND ANCILLARY PREPARATION/RECOVERY SERVICES
IN THE CITY OF NORTH PORT**

This *First Amendment to Agreement 2019-48.001* for debris management services and ancillary preparation/recovery services ("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 Ceres Environmental Services, Inc., a Minnesota Corporation, whose principal place of business is located at 3825 85th Avenue N., Brooklyn Park, Minnesota 55443 ("Contractor").

RECITALS

WHEREAS, the Contractor entered into Agreement No. 2019-48.001 on May 28, 2019, with the City for debris management services and ancillary preparation/recovery services ("Original Agreement"); and

WHEREAS, the Agreement was renewed for a period of three (3) years, effective June 1, 2022, through May 31, 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 City, in its sole discretion, may expand the scope of work to include additional requirements pursuant to Section 16 of the Original Agreement; and

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

WHEREAS, the City Manager is authorized pursuant to section 12 of the Original Agreement 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 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 30 – PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Section 30 is hereby added to this First Amendment and reads as follows:

30. 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 31 – DOMESTIC PREFERENCE FOR PROCUREMENTS

Section 31 is hereby added to this First Amendment and reads as follows:

31. 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.

CONTRACTOR
CERES ENVIRONMENTAL SERVICES, INC.

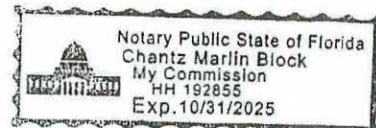
By: *Tia Laurie*
Title: *Corp. Secretary*

STATE OF *Florida*
COUNTY OF *Sarasota*

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *27* day of *September* 2022, by *Tia Laurie* (name), as *Corporate Secretary* (title) for Ceres Environmental Services, Inc.

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

ATTEST

Heather Faust
Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

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

