

**FIRST EXTENSION AND AMENDMENT TO AGREEMENT  
FOR BEACH PARKS MOWING AND GROUND MAINTENANCE**

This First Extension and Amendment to that certain Agreement to provide Beach Parks Mowing and Ground Maintenance is entered into effective as of \_\_\_\_\_ by and between Indian River County, a political subdivision of the State of Florida ("County") and J-Mac Cleaning Services, Inc. ("Contractor").

BACKGROUND RECITALS

**WHEREAS**, the County and the Contractor entered into an Agreement for Beach Parks Mowing and Ground Maintenance effective August 18, 2020; and

**WHEREAS**, Paragraph 3.01 of the Agreement contains the term and renewal provisions; and

**WHEREAS**, the first term commenced effective as of September 1, 2020 and will end on August 31, 2022; and

**WHEREAS**, pursuant to the Agreement, the parties desire to extend the Agreement for an additional one year; and

**WHEREAS**, the parties desire to amend Article 6 – Contractor’s Representations to include E-Verify requirements; and

**WHEREAS**, the parties desire to amend Article 9 – Federal Clauses to include updated requirements in accordance with 2 C. F. R.

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. The background recitals are true and correct and form a material part of this First Extension and Amendment.
2. The First renewal term shall commence effective September 1, 2022 and shall end on August 31, 2023. There is a single one-year extension available on the contract.
3. The following terms are added to the Agreement:
  - Mowing and Grounds Maintenance to Round Island Oceanside Park; adding an additional \$758.33 per month/ \$9,100 per year to this existing agreement. Starting FY 2022/2023, the updated total cost would be \$67,100 per year (\$5,591.67/month).
4. The following is added as Paragraph 6.J : Contractor is registered with and will use the Department of Homeland Security’s E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all

newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors

5. The following are added to Article 9 - Federal Clauses:

N. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(1) 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—

(2) Prohibitions.

(2.1) 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.

(2.2) 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:

(2.3) 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;

(2.4) 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;

(2.5) 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

(2.6) 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.

(3) Exceptions.

(3.1) This clause does not prohibit contractors from providing—

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

(3.3) 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.

(4) By necessary implication and regulation, the prohibitions also do not apply to:

(4.1) 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.

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

(5) Reporting requirement.

(5.1) 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 9.18.3(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(6) The Contractor shall report the following information pursuant to paragraph 9.18.3(i) of this clause:

(6.1) 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.

(6.2) Within 10 business days of submitting the information in paragraph 9.18.3ii)(A) 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.

(7) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (7), in all subcontracts and other contractual instruments.

#### O. Domestic Preference for Procurements

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. For purposes of this clause: 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. 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.

3. All other terms and provisions of the Agreement shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Extension and Amendment to be executed effective the day and year first set forth above.

J-Mac Cleaning Services, Inc.

INDIAN RIVER COUNTY, FLORIDA.  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Peter D. O'Bryan, Chairman

(Corporate Seal)

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

Attest: Jeffrey R. Smith, Clerk of Circuit Court  
And Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Approved:

\_\_\_\_\_  
Jason E. Brown  
County Administrator

Approved as to form and legal sufficiency:

\_\_\_\_\_  
William K. DeBaal  
Deputy County Attorney