

**FIRST AMENDMENT TO AGREEMENT FOR PROVIDING DISASTER DEBRIS REMOVAL
AND DISPOSAL SERVICES FOR INDIAN RIVER COUNTY, FLORIDA**

THIS FIRST AMENDMENT to Agreement for Providing Disaster Debris Removal and Disposal Services (“First Amendment”) is entered into this 2nd day of April, 2019, by and between Indian River County, a political subdivision of the State of Florida (“County”), and Ceres Environmental Services, a Minnesota corporation authorized to do business in Florida (“Contractor”), and effective retroactively to the effective date of the Agreement for Providing Disaster Debris Removal and Disposal Services, dated April 5, 2016 (the “Agreement”).

RECITALS

WHEREAS, On April 5, 2016, County and Contractor entered into the Agreement; and

WHEREAS, it is necessary to amend the Agreement to include the federal requirements of the Byrd Anti-Lobbying Amendment;

NOW, THEREFORE, in consideration of the mutual undertakings herein, and other good and valuable consideration, the parties agree as follows:

Section 1. The following Federal Clause shall be included in the Agreement, and County and Contractor will adhere to the following, as applicable to this work:

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Section 2. All other terms and conditions of the Agreement and subsequent extensions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this First Amendment this 2nd day of April, 2019.

OWNER:
INDIAN RIVER COUNTY

By: _____
Bob Solari, Chairman

By: _____
Jason E. Brown, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk
(SEAL)

CONTRACTOR:
Ceres Environmental Services

By: _____

(CORPORATE SEAL)

Attest _____