

**FIRST EXTENSION AND AMENDMENT TO AGREEMENT  
FOR DISASTER DEBRIS MANAGEMENT SERVICES**

This First Extension to that certain Agreement to provide Disaster Debris Management Services is entered into effective as of March 8, 2022 by and between Indian River County, a political subdivision of the State of Florida ("County") and \_\_\_\_\_ ("Contractor").

BACKGROUND RECITALS

**WHEREAS**, the County and the Contractor entered into an Agreement for Disaster Debris Management Services effective April 21, 2020; and

**WHEREAS**, Article 3 of the Agreement contains the term and renewal provisions; and

**WHEREAS**, the first term commenced effective as of April 21, 2020 and will end on April 20, 2022; and

**WHEREAS**, pursuant to the Agreement, the parties desire to extend the Agreement for an additional two years; and

**WHEREAS**, Article 7 of the Agreement provides Contractor's Representations; and

**WHEREAS**, the parties desire to add a representation to Article 7; and

**WHEREAS**, Article 10 of the Agreement provides Federal Clauses; and

**WHEREAS**, the parties desire to incorporate a new Federal Clause.

**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.
2. The first renewal term shall commence effective April 21, 2022 and shall end on April 20, 2024. A single two-year renewal remains.
3. Paragraph 7.01 J is added as follows:

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.

4. Paragraph 10.01 O is added as follows:

O. 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:

(i) 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;

(ii) 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;

(iii) 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

(iv) 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 contractors from providing—

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

(ii) 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:

(i) 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.

(ii) 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:  
(i) 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.  
(ii) 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.

5. 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 to be executed effective the day and year first set forth above.

Contractor

INDIAN RIVER COUNTY, FLORIDA.  
BOARD OF COUNTY COMMISSIONERS

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

(Corporate Seal)

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

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

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. DeBraul  
Deputy County Attorney