

SECOND AMENDMENT OF THE AGREEMENT FOR DISASTER RECOVERY SERVICES
FOR DEBRIS & VEGETATION REMOVAL FROM WATERWAYS AND NATURAL
CREEKS IN LEE COUNTY

THIS SECOND AMENDMENT OF THE AGREEMENT FOR DISASTER RECOVERY SERVICES FOR DEBRIS & VEGETATION REMOVAL FROM WATERWAYS AND NATURAL CREEKS IN LEE COUNTY, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Aftermath Disaster Recovery, Inc. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of disaster recovery services for debris & vegetation removal from waterways and natural creeks through Solicitation No. RFP190405BAG with Vendor on the 24th day of February 2020 ("Agreement"); and,

WHEREAS, after the execution of the agreement, it was determined it would be in the best interest of the County to supplement the Agreement between the Parties with additional provisions related to the Federal Emergency Management Agency (FEMA) from 2 C.F.R. 200 Part II; and,

WHEREAS, pursuant to Article XV. MISCELLANEOUS of the Agreement, the Parties desire to modify the Agreement to add the provisions related to the Federal Emergency Management Agency (FEMA) from C.F.R. 200 Part II, as Exhibit E of the Agreement,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. This Amendment shall take effect *nunc pro tunc* upon full execution hereof and as of the date of the Agreement. All other terms and conditions of the Agreement, as it may have been amended, shall remain in effect and binding and the said Agreement and this Amendment shall be read in harmony and in *pari materia*.
2. The Vendor shall abide by the following Federal Procurement Standards under 2 CFR Part 200 and Appendix II, which shall be incorporated in the Agreement as Exhibit E:

DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for “Produced in the United States” and “manufactured products” that states should review.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

[Remainder of the page left intentionally blank.]

IN WITNESS WHEREOF this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective Parties hereto.

DATED this 5 day of December, 2022 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 

Mary G. Tucker

Director of Procurement Management, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only

BY: 

County Attorney's Office

DATED this 30th day of Nov, 2022 by Aftermath Disaster Recovery, Inc.

ATTEST:

BY: 

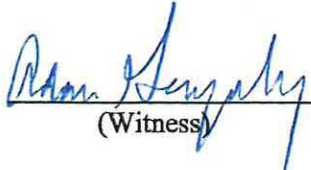
Authorized Signature

Melanie Corley

Authorized Signature Printed Name

President

Authorized Signature Title



(Witness)

CORPORATE SEAL: