

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST RENEWAL OF AGREEMENT FOR CONTINGENCY DEBRIS REMOVAL

(DRC Emergency Services, LLC. – RFP 19-040)

This First Renewal of Agreement for Contingency Debris Removal (“First Renewal”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and DRC EMERGENCY SERVICES, LLC. (“Contractor”), a limited liability company authorized to conduct business in the state of Texas. County and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Contractor is a company which provides emergency management and disaster response services; and

WHEREAS, County and Contractor previously entered into that certain agreement on or about May 28, 2019 (the “Agreement”) for contingency debris clearing, removal, and disposal services and operation of temporary debris staging and reduction sites pursuant to RFP 19-040; and

WHEREAS, by execution of this First Renewal, the Parties desire to renew the Agreement for the continuation of such Services and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree as follows:

- (1) **Renewal Term.** Pursuant to Section 7 of the Agreement, the Parties mutually agree to renew the Agreement, under the same terms and conditions, for a term of 12 months beginning on December 1, 2022 and ending at 11:59 pm on November 30, 2023.
- (2) **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
- (3) **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
 - (4) **Modifications.** Except as modified herein, all provisions, terms, conditions, pricing, and covenants contained in the Agreement shall remain in full force and effect in all other respects and shall continue to be binding on both Parties throughout the term of this First Renewal.
 - (5) **Conflict.** If there is a conflict among documents that make up the Agreement, the most recently executed document will prevail with regard to the conflict.

{Execution Page Follows}

IN WITNESS WHEREOF, this First Renewal is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this First Renewal. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

DRC EMERGENCY SERVICES, LLC



Authorized Agent – Signature

Kristy Fuentes

Authorized Agent- Printed Name

Vice President, Secretary, Treasurer

Title

11/14/2022

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

i:\agreements\2023 agreements\purchasing\purchasing\drc emergency services (19-purch-500071-a1)\first renewal - drc emergency services.docx - JLF