

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

FIRST RENEWAL OF AGREEMENT FOR CONTINGENCY DEBRIS REMOVAL

(Ceres Environmental Services, Inc. – 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 CERES ENVIRONMENTAL SERVICES, INC. (“Contractor”), a corporation 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 June 11, 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



County Judge KP George
KP George, County Judge

November 22, 2022
Date



ATTEST:



Laura Richard, County Clerk

CERES ENVIRONMENTAL SERVICES, INC.



Authorized Agent – Signature

Tia Laurie

Authorized Agent- Printed Name

Corp. Secretary

Title

11/16/2022

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 10,000.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

CERES ENVIRONMENTAL SERVICES, INC.
SARASOTA, FL United States

Certificate Number:
2022-956340

Date Filed:
11/16/2022

Date Acknowledged:
11/22/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

FORT BEND COUNTY TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 19-040
Contingency Debris Removal-RFP 19-040

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	LAURIE, TIA	SARASOTA, FL United States	X	
	MCINTYRE, DAVID	SARASOTA, FL United States	X	
	ULSCHMID, JOHN	SARASOTA, FL United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)