

FIRST AMENDMENT

This Amendment is made and entered into this _____ day of _____, 2023, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and 22nd Century Technologies, Inc., McLean, VA hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on September 8, 2022, pursuant to Pinellas County Contract No. 22-0120-P (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Information Technology (IT) Resources for BTS for County; and

WHEREAS, Section twenty-five (25) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to increase the total contract expenditure by \$7,500,000.00, at the same prices, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Section 6. ("Compensation and Method of Payment"), subsection B. "(Spending Cap and Payment Structure") is deleted in its entirety and replaced with the following language:

"The County agrees to pay the Contractor up to the total not-to-exceed contract expenditure of twelve million five hundred thousand dollars (\$12,500,000.00) with an annual not-to-exceed expenditure of two million five hundred thousand dollars (\$2,500,000.00), for Services completed and accepted as provided in Section 19 herein if applicable, and subject to the limitations in section F ("Multi-Contractor Contract"). The County will compensate the Contractor for authorized work assignments based on the type of work assignment performed:

- 1) **Project Based Work** shall be based on a fixed-fee, not subject to any adjustment on the basis of the contractor's experience in performing the Services. A defined scope of work and pricing will be provided by the Contractor upon assignment and confirmed at the time the Task Order is issued. Project Based Work is payable upon submittal of an invoice as required herein.

2) **Staffing Resources** shall be based at the hourly rates, determined at the time the Task Order is issued, payable upon submittal of an invoice as required herein.”

2. Section 6. (“Compensation and Method of Payment”), subsection F. (“Multi-Contractor Contract.is deleted in its entirety and replaced with the following language:

“This contract consists of multiple contractors providing Information Technology (IT) staff augmentation services on an as-needed basis. The collective total not to exceed amount for all contractors is twelve million five hundred thousand dollars (\$12,500,000.00). Contract expenditure is tracked by the BTS department to ensure the total accumulated contract expenditure shall not exceed \$12,500,000.00.”

3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its Division Director of Board of
County Commissioners

Chairman

CONTRACTOR: 22nd Century Technologies,
Inc.



Authorized Signature

Caroline Rist

Printed Authorized Signature

Vice President, Compliance

Title Authorized Signature

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

ATTEST:

KEN BURKE

Deputy Clerk