

SECOND AMENDMENT

This Amendment is made and entered into this 8 day of July, 2024, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and US Submergent Technologies LLC hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on August 24, 2021, pursuant to Pinellas County Contract No. 21-0360-B (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Grit Removal Services-Various for County; and

WHEREAS, Section 21 ("Amendment") 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 provide for an increase to the total contract expenditure, at the same prices, terms, and conditions;

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

1. Funding in the amount of one hundred and fifty thousand dollars and zero cents (\$150,000.00) is added to the total contract expenditure for a revised contract value of \$2,226,220.00, and an annual not to exceed expenditure of \$445,244.00 per year.
2. 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 Second Amendment as of the day and year first written above.

Pinellas County, a political subdivision of the
State of Florida:



Signature

Barry Burton

Printed Name

County Administrator

Printed Title

July 8, 2024

Date

Contractor:



Signature

Denver J. Stutler, Jr

Printed Name

CEO

Printed Title

June 21, 2024

Date

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney