

SECOND AMENDMENT

This Amendment is made and entered into this 6 day of May, 2025, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Brenntag Mid-South, Inc., Henderson, KY, 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 19, 2023, referred to as Pinellas County Contract No. 23-0385-ITB (hereinafter "Agreement"), pursuant to which the Contractor agreed to provide Liquid Chlorine One Ton Cylinders; and

WHEREAS, Section 36 ("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 a term extension, a service location removal, and an increase to the contract value at the same terms and conditions;

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

1. The Parties agree to extend the term of the Agreement an additional twelve months from September 18, 2025, to September 18, 2026, in accordance with section 5 ("Term of Agreement"), subsection B ("Term Extension").
2. The W. E. Dunn Water Reclamation Facility at 4111 Dunn Drive, Palm Harbor FL, 34683, is hereby removed as a service location in Exhibit C – Payment Schedule of the Agreement.
3. Section 14 ("Compensation and Method of Payment"), subsection B ("Spending Cap and Payment Structure"), is revised to reflect an increase in the amount of Eight-Hundred Thousand dollars and zero cents (\$800,000.00), for a new total not to exceed expenditure of Four-Million, Four-Hundred Forty-Two Thousand dollars and zero cents (\$4,442,000.00).
4. 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

May 6, 2025

Date

Contractor:



Signature

Ray Sibbitt

Printed Name


Director, Mini Bulk and Municipal Development

Printed Title

4/22/2025

Date

APPROVED AS TO FORM

By: 

Office of the County Attorney