

## SECOND AMENDMENT

This Amendment is made and entered into this 30 day of September, 2024, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Interconn Resources LLC, Birmingham, AL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

### WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on January 12, 2021, pursuant to Pinellas County Contract No. 21-0063-B (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Natural Gas Supply and Management Services for the 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. Section 5 ("Compensation and Method of Payment"), subsection B, is revised to increase the County's total not to exceed expenditure by \$1,000,000.00, for a revised total not to exceed amount of \$9,293,968.08. The County's annual expenditure is revised to reflect an increase in the amount of \$200,000.00 for a new annual expenditure not to exceed \$1,858,793.62 per year.
2. Line item 1 revises the combined County and Cooperative not to exceed expenditure for the sixty-month term from \$8,977,165.46 to \$9,977,165.46.
3. The not to exceed sums set by the cooperative participants of this Agreement remain unchanged.
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

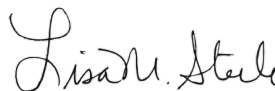
**County Administrator**

\_\_\_\_\_  
Printed Title

September 30, 2024

\_\_\_\_\_  
Date

Contractor:



\_\_\_\_\_  
Signature

**Lisa Steele**

\_\_\_\_\_  
Printed Name

**President - Florida & Channel Partner Markets**

\_\_\_\_\_  
Printed Title

9/16/2024

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

By: Keiah Townsend  
Office of the County Attorney