

FIRST AMENDMENT

This Amendment is made and entered into this 2 day of December, 2024, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Rostan Solutions, LLC, Valrico, FL 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 1, 2023, pursuant to Pinellas County Contract No. 22-0617-P (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Disaster Debris Monitoring & Management services for the 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 and increase the total not-to exceed contract value 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:

"This contract consists of multiple Contractors providing disaster debris monitoring & management services on an as-needed basis. The collective not to exceed amounts for all Contractors is up to \$6,000,000.00 for authorized work assignments as provided herein, payable at the rates set out in Exhibit C attached hereto, upon submittal of an invoice as required. Contract expenditure is tracked by Public Works Department to ensure the total cumulative contract expenditure shall not exceed \$6,000,000.00.

The County does not guarantee that any specific Contractor will receive a Task assignment or a minimum or maximum number of hours under this Agreement. The County reserves the right to use all, some, or none of the Contractors in the event disaster debris monitoring & management services are needed."

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 First 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

December 2, 2024

Date

Contractor:



Signature

Travis Mays

Printed Name

Vice President

Printed Title

October 29, 2024

Date

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney