

SECOND AMENDMENT

This Amendment is made and entered into this 29th day of October, 2024, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Condy Holdings LLC DBA Carus LLC, Peru, IL 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 2, 2022, pursuant to Pinellas County Contract No. 21-0694-N (hereinafter "Agreement"), pursuant to which the Contractor agreed to provide a corrosion inhibitor chemical for the County; and

WHEREAS, Section 8 ("Term Extension") 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 extension and an increase to the contract value at the same prices, terms, and conditions;

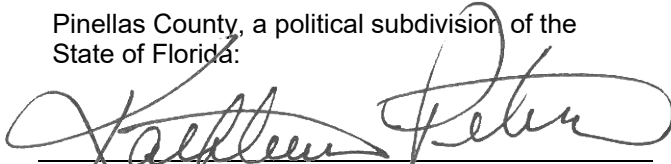
NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. In accordance with Section 8 ("Term Extension"), the Parties hereby agree to exercise the first twelve (12) month extension period and extend the Agreement from June 30, 2025, to June 30, 2026.
2. Section 6 ("Term of Agreement and Spending Cap") is hereby revised to reflect an increase to the total contract value in the amount of \$1,335,000.00, for a revised total not to exceed amount of \$2,458,320.00 and a revised annual not to exceed expenditure of \$614,580.00.
3. The Exhibit A 2025 Goods Price Schedule attached hereto, is hereby incorporated into and made part of the Agreement. The 2025 price schedule will become effective on July 1, 2025, and the current Exhibit A Goods Price Schedule will be discontinued.
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:



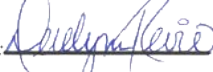
Signature

Kathleen Peters
Printed Name

Chair
Printed Title

October 29, 2024.
Date

ATTEST: KEN BURKE, CLERK

By: 



Contractor:



Signature

Kelly Frasco
Printed Name

Product Management Director
Printed Title

August 28, 2024
Date

APPROVED AS TO FORM
By: Keiah Townsend
Office of the County Attorney

EXHIBIT A

2025 GOODS PRICE SCHEDULE*

VENDOR NAME	CORROSION INHIBITOR FULL PRODUCT NAME/PART #	GALLONS OF PRODUCT PER MG OF WATER	X	CORROSION INHIBITOR PRICE PER GALLON	=	COST OF TREATMENT PER MG	EST. ANNUAL QTY	Cost Per Year (G X J)
Carus LLC	AQUA MAG® 9500 Blended Phosphate	2.17		\$12.075		\$26.20275	40,000	\$ 483,000.00

***(EFFECTIVE JULY 1, 2025)**