

THIRD AMENDMENT

This Amendment is made and entered into this 21st day of October, 2025, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Smith Industries Inc DBA Smith Fence Company, hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on February 14, 2023, referred to as Pinellas County Contract No. 23-0054-ITB (hereinafter "Agreement"), pursuant to which the Contractor agreed to provide Fencing, Gate Operators, and Handrails for the County; 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 an extension, and an increase to the County's total contract expenditure at the same prices, terms, and conditions;

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

1. Section 14 ("Compensation and Method of Payment"), subsection B ("Spending Cap and Payment Structure"), is revised to reflect a \$1,000,000.00 dollar increase to the County's total expenditure, for a new total not to exceed amount of \$3,790,868.20, and a revised annual not to exceed expenditure of \$947,717.05. Consequently, the combined County and Cooperative not to exceed expenditure for the Forty-Eight-month term is also revised to state \$11,330,691.20. However, the Cooperative Participants' (City of Clearwater, City of Dunedin, City of Pinellas Park, City of Tarpon Springs, Pinellas County School Board) cumulative contract expenditure of \$7,539,823.00 remains unchanged.
2. In accordance with section 5 ("Term of Agreement"), subsection B ("Term Extensions") the Parties agree to extend the term of the Agreement an additional twelve (12) months from February 13, 2026, to February 12, 2027.
3. 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 Third Amendment as of the day and year first written above.

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

Contractor:

Signature

M. Smith

Signature

Printed Name

Gage B. Smith

Printed Name

Printed Title

V. P.

Printed Title

Date

10/21/2025

Date

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney