



**THIRD AMENDMENT TO THE AGREEMENT FOR PURCHASE OF POTASSIUM
PHOSPHATE (NALCO 7396)
BETWEEN THE CITY OF PEMBROKE PINES AND
NALCO COMPANY**

THIS AGREEMENT, dated this 17th day of October 2017 *nunc pro tunc* **May 31, 2017**, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

NALCO COMPANY, a company authorized to do business in the State of Florida, with a business address of **1601 West Diehl Road, Naperville, IL 60563**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, on **July 26, 2015**, the CITY and CONTRACTOR entered into an agreement for the **purchase and delivery of Potassium Phosphate (Nalco 7396)** – ("Original Agreement") for an initial one (1) year period, which expires on **May 31, 2016**; and,

WHEREAS, the Original Agreement authorized the option to renew the Agreement for additional **one (1) year renewal** terms upon mutual consent of the parties; and,

WHEREAS, on June 21, 2016, the PARTIES executed the First Amendment which amended Article 14 "Public Record" of the Original Agreement and also renewed agreement for the first one year renewal period extending the agreement through May 31, 2017; and,

WHEREAS, on September 14, 2016, the PARTIES executed the Second Amendment which amended Section 3.1 of the Original Agreement adding the option to purchase less than bulk load shipments of 44,999 pounds or less at a price of \$1.44 per pound, in addition to the full bulk load shipments of 45,000 pounds or more at a price of \$0.99 per pound; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and,

WHEREAS, the Parties specifically seek to execute the **second one (1) year renewal** option.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto



agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for the **second one (1) year renewal period** commencing on **June 1, 2017** and terminating on **May 31, 2018**.

SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The original contract as awarded shall remain in full force and effect except as specifically amended herein.

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

M. Graham
MARLENE D. GRAHAM,
CITY CLERK

BY: Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Julee Blahn 10/16/17
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

NALCO COMPANY

WITNESSES
Patrick Styles
Patrick Styles
Print Name

BY: Christopher Morgan
Print Name: Christopher Morgan
Title: VP marketing

Kerry Hong
Kerry Hong
Print Name

STATE OF _____)

) ss:

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of NALCO COMPANY, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of NALCO COMPANY, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14 day of August, 2017.

Mary A. Valdez
NOTARY PUBLIC

Mary A. Valadez
(Name of Notary Typed, Printed or Stamped)

