



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
RELADYNE FLORIDA, LLC, FORMERLY KNOWN AS FLAMINGO OIL CORPORATION, FOR PETROLEUM
PRODUCTS SOLICITATION NO. TRN2118572B1_3**

This is the First Amendment to the Agreement (the "First Amendment") between Broward County ("County") and Reladyne Florida, LLC, ("Vendor") (collectively the "Parties").

RECITALS

A. County and Flamingo Oil Corporation entered into an Agreement, dated July 29, 2020 ("Agreement"), for Vendor to provide petroleum products to the County.

B. County approved an assignment of the Agreement and vendor name change from Flamingo Oil Corporation to Reladyne Florida, LLC, on August 10, 2021.

C. The Parties desire to enter this First Amendment to increase the prices for Group 3 Petroleum Products and add Group 3 Petroleum Products to the Price Escalation section of the Agreement as outlined herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Except for the amendment stated in Paragraph 5, amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect.
3. The prices for Group 3 Petroleum Products are increased as follows:

Item	Description	UOM	Base Price
TRN2118572B1_2_003	Group 3 - Petroleum Products: Hydraulic Oil International Standard Organization (ISO) HD-68 - In 55 Gallon Drums, in accordance with the specifications and requirements.	GAL	\$4.36 <u>\$6.23</u>
TRN2118572B1_2_004	Group 3 - Petroleum Products: Full Synthetic Transmission Fluid - In 55 Gallon Drums, in accordance with the specifications and requirements.	GAL	\$25.51 <u>\$30.45</u>

TRN2118572B1_2_005	Group 3 - Petroleum Product: Full Synthetic Transmission Fluid - In Bulk Drums, in accordance with the specifications and requirements.	GAL	\$25.51 <u>\$30.45</u>
TRN2118572B1_2_006	Group 3 - Petroleum Products: Grease/Multipurpose No.2 - In 400 lb. Drums, in accordance with the specifications and requirements.	LBS	\$3.50 <u>\$3.99</u>
TRN2118572B1_2_007	Group 3 - Petroleum Products: Grease/Multipurpose No. 2 - In 120 lb. Drums, in accordance with the specifications and requirements.	LBS	\$2.50 <u>\$2.99</u>
TRN2118572B1_2_008	Group 3 - Petroleum Products: Lube/Gear/Multipurpose - In 400 lb. Drums, in accordance with the specifications and requirements. 85W140 or Approved Equal.	LBS	\$0.95 <u>\$1.38</u>
TRN2118572B1_2_009	Group 3 - Petroleum Products: Lube/Gear/Multipurpose - In 400 lb. Drums, in accordance with the specifications and requirements. 75W90 or Approved Equal.	LBS	\$1.33 <u>\$1.92</u>
TRN2118572B1_2_011	Group 3 - Petroleum Products: Oil/Automotive/Engine (Multi-Grade) - 15W40 w/American Petroleum Institute (API) CJ4). In 55 Gallon Drums, in accordance with the specifications and requirements.	GAL	\$5.37 <u>\$9.80</u>
TRN2118572B1_2_012	Group 3 - Petroleum Products: Oil/Automotive/Engine (Multi-Grade) - 15W40 w/American Petroleum Institute (API) CJ4). In Bulk, in accordance with the specifications and requirements.	GAL	\$5.37 <u>\$9.80</u>

4. Section E, Price Adjustment Clauses, is amended to read as follows:

Price Escalation:

Price Escalation Caused by Manufacturer's Price Increase will be allowed for Group 1 – Diesel Exhaust Fluid, and Group 2 – Engine Coolant **ONLY, and Group 3 Petroleum Products.**

...

5. The maximum amount for all goods provided under the Agreement is hereby increased from \$4,700,335.89 to \$6,877,210.89. Payment shall be made only for goods actually received pursuant to the Agreement.
6. The effective date of this First Amendment shall be the date of complete execution by both Parties. This First Amendment, together with the Agreement, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this First Amendment or the Agreement that is not contained in this written document or the Agreement.
7. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
8. Each individual executing this First Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this First Amendment, duly authorized by all necessary and appropriate action to execute this First Amendment on behalf of such party and does so with full legal authority.

[Remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 20__ , and Reladyne Florida, LLC, signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By _____
Mayor
____ day of _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Angela J. Wallace _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

Digitally signed by Angela J. Wallace
Date: 2021.10.14 15:19:46 -04'00'

AJW/hb
Reladyne Florida LLC - First Amendment
10/14/2021
#20-114.00

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FORMERLY KNOWN AS FLAMINGO OIL CORPORATION, FOR PETROLEUM PRODUCTS SOLICITATION NO.
TRN2118572B1_3

RELADYNE FLORIDA, LLC

WITNESS:



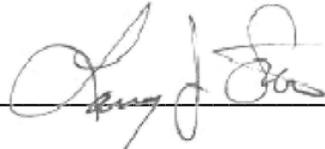
(Signature)

Brian Robinson
(Print Name of Witness)



(Signature)

Ron LaBusch
(Print Name of Witness)

By 

Larry Stoddard, President & CEO
Print Name and Title

14th day of October, 2021