



**SECOND 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 Second Amendment to the Agreement (the "Second 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 entered into a First Amendment, dated November 8, 2021, to increase the prices for Group 3 Petroleum Products and to add Group 3 Petroleum Products to the Price Escalation section of the Agreement.

D. The Parties desire to enter into this Second Amendment to make additional adjustments to prices in different categories of Group 3 Petroleum Products due to inflation impacts and market conditions.

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 Second Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Except for the amendment stated in Paragraph 4, amendments to the Agreement made pursuant to this Second 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_3_001	Group 3 - Petroleum Products: Oil/Automotive Engine - Single Grade Oil/Automotive Engine - In 55 Gallon Drums in accordance with the specifications and requirements.	GAL	\$4.71 <u>\$10.75</u>

TRN2118572B1_3_002	Group 3 - Petroleum Products: Hydraulic Oil (ISO) HD-32 - In 55 Gallon Drums, in accordance with the specifications and requirements.	GAL	\$4.36 <u>\$9.75</u>
TRN2118572B1_23_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	\$6.23 <u>\$9.99</u>
TRN2118572B1_23_004	Group 3 - Petroleum Products: Full Synthetic Transmission Fluid - In 55 Gallon Drums, in accordance with the specifications and requirements.	GAL	\$30.45 <u>\$35.45</u>
TRN2118572B1_23_005	Group 3 - Petroleum Products: Full Synthetic Transmission Fluid - In Bulk Drums, in accordance with the specifications and requirements.	GAL	\$30.45 <u>\$35.45</u>
TRN2118572B1_23_006	Group 3 - Petroleum Products: Grease/Multipurpose No.2 - In 400 lb. Drums, in accordance with the specifications and requirements.	LBS	\$3.99 <u>\$4.85</u>
TRN2118572B1_23_007	Group 3 - Petroleum Products: Grease/Multipurpose No. 2 - In 120 lb. Drums, in accordance with the specifications and requirements.	LBS	\$2.99 <u>\$3.85</u>
TRN2118572B1_23_008	Group 3 - Petroleum Products: Lube/Gear/Multipurpose - In 400 lb. Drums, in accordance with the specifications and requirements. 85W140 or Approved Equal.	LBS	\$1.38 <u>\$1.79</u>
TRN2118572B1_23_009	Group 3 - Petroleum Products: Lube/Gear/Multipurpose - In 400 lb. Drums, in accordance with the specifications and requirements. 75W90 or Approved Equal.	LBS	\$1.92 <u>\$2.33</u>
TRN2118572B1_3_010	Group 3 - Petroleum Products: Mineral Spirits - In 55 Gallon Drums, in accordance with the specifications and requirements. Stoddard Solvent or Approved Equal.	GAL	\$4.58 <u>\$11.81</u>

TRN2118572B1_23_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	\$ 9.80 <u>\$12.75</u>
TRN2118572B1_23_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	\$ 9.80 <u>\$12.75</u>
TRN2118572B1_3_013	Group 3 - Petroleum Products: SAE 10W40 Engine Oil - In 55 Gallon Drums, in accordance with the specifications and requirements.	GAL	\$ 6.00 <u>\$10.50</u>
TRN2118572B1_3_014	Group 3 - Petroleum Products: Replacement Cost - 55 Gallon Drums, in accordance with the specifications and requirements.	EA	\$ 20.00
TRN2118572B1_3_015	Group 3 - Petroleum Products: Replacement Cost - 400 lb. Drums, in accordance with the specifications and requirements.	EA	\$ 20.00
TRN2118572B1_3_016	Group 3 - Petroleum Products: Environmental Tax on Grease.	LBS	\$ 0.0031
TRN2118572B1_3_017	Group 3 - Petroleum Products: Environmental Tax on Oil.	GAL	\$ 0.025
TRN2118572B1_3_018	Group 3 - Petroleum Products: Environmental Tax on Mineral Spirits.	GAL	\$ 0.059

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

...

Price De-escalation:

Price De-escalation Caused by Manufacturer's Price Decrease will be allowed for Group 1 - Diesel Exhaust Fluid, and Group 2 – Engine Coolant **ONLY, and Group 3 Petroleum Projects.**

...

5. The maximum amount for all goods provided under the Agreement is hereby increased from \$6,877,210.89 to \$7,537,930.89. Payment shall be made only for goods actually received pursuant to the Agreement.
6. The effective date of this Second Amendment shall be the date of complete execution by both Parties. This Second Amendment, together with the Agreement and First Amendment, 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 Second Amendment or the Agreement that is not contained in this written document or the Agreement.
7. This Second 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 Second Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Second Amendment, duly authorized by all necessary and appropriate action to execute this Second 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 Second 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 ____, 2022 , 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 _____, 2022

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

By  8/30/2022
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/hb
Reladyne Florida LLC - Second Amendment
08/22/2022
#22-114.00

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

VENDOR

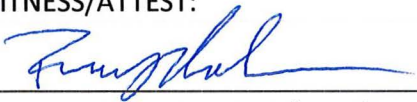
RELADYNE FLORIDA, LLC

By: _____
Authorized Signor

Larry Stoddard, President & CEO
Print Name and Title

23 day of August, 2022

WITNESS/ATTEST:

_____
Corporate Secretary or other witness