

**THIRD AMENDMENT TO PETROLEUM TRANSFER FACILITIES LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND SOUTH FLORIDA PETROLEUM SERVICES LLC**

This Third Amendment ("Third Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and South Florida Petroleum Services LLC, a Florida limited liability company ("Licensee") (each individually referred to as a "Party" and collectively as the "Parties"), is entered into effective as of the date this Third Amendment is fully executed by the Parties ("Effective Date").

RECITALS

A. The Parties entered into that certain Petroleum Transfer Facilities License Agreement between Broward County and South Florida Petroleum Services LLC, dated October 28, 2014 (the "Original Agreement"), for the use of Port property to install, maintain, operate, repair, replace, and remove Facilities for the transportation, loading, and off-loading of Product.

B. The Parties entered into a First Amendment, dated December 5, 2018 (the "First Amendment"), to extend the term; provide for a simplified process to revise exhibits depicting the Premises to account for actual subsurface and obstacles encountered in the field during installation, maintenance, repair, replacement, or removal of Facilities; and provide for a simplified process to amend the Original Agreement relating to alternative licensed location(s) to accommodate Licensee during the implementation of the Petroleum Slip Expansion Project.

C. The Parties entered into a Second Amendment, dated April 22, 2019 (the "Second Amendment"), to provide for additional licensed areas to accommodate Licensee during construction of the Petroleum Slip Expansion Project. The Original Agreement, as amended by the First Amendment and Second Amendment, is hereinafter referred to as the "Agreement."

D. Pursuant to the Agreement, Licensee constructed a fire suppression system at the Port. Licensee, at its sole cost and expense, maintains and repairs the fire suppression system.

E. The Parties now desire to further amend the Agreement to require Licensee to contract for third-party inspection services for the fire suppression system, the costs of which shall be passed through to County with no mark-up by Licensee.

F. County has determined that this Third Amendment is in County's best interest.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
3. Amendments made to the Agreement by this Third Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise stated.
4. Section 14 of the Agreement is hereby amended to read as follows:

FIRE SUPPRESSION SYSTEM IMPROVEMENTS

A. Substantial Completion. LICENSEE shall achieve substantial completion (obtain a temporary Certificate of Use from the applicable governmental authorities), of the construction of the fire suppression system facility and related improvements ("Work") on the Premises within three hundred sixty-five (365) calendar days following its receipt of the written Notice to Proceed from COUNTY's Port Everglades Chief Executive/Port Director. LICENSEE shall achieve final completion (obtain a final Certificate of Use from the applicable governmental authorities) of the Work within sixty (60) calendar days of the date of substantial completion. Within sixty (60) calendar days following the final completion date, LICENSEE shall provide to COUNTY's Port Everglades Department (at LICENSEE's sole expense) the following: (i) a complete set of "as-built" plans and specifications (signed and sealed by a Florida licensed land surveyor) for the improvements; (ii) a certificate or acknowledgment of completion from all permitting agencies reflecting that LICENSEE's improvements are complete and all permits are closed out; and (iii) a certified statement from the construction contractor(s) and design consultant/architect(s) certifying that the improvements are free and clear of all liens, claims or encumbrances by all contractors, suppliers, subcontractors and laborers.

B. Inspection of Fire Suppression System. Within ninety (90) days after the Effective Date of the Third Amendment to the Agreement, Licensee shall procure and maintain a third-party inspection service contract ("Inspection Contract"), in form and substance approved by the Port Everglades Department, with a licensed firm satisfactory to the Port Everglades Department, for the inspection of the fire suppression system constructed in accordance with the Agreement. The Inspection Contract shall include at least the services and provisions set forth in **Exhibit A** and any other services and/or provisions approved and/or requested by the Port Everglades Department. Within such ninety (90) day period, Licensee shall provide a copy of the fully executed Inspection Contract to the Port Everglades Department and, upon the request by the Port Everglades Department, promptly provide evidence, including reports, that the inspection services required by the Inspection Contract have been performed.

C. Payment of Fire Suppression System Inspection Expenses. County shall reimburse Licensee for all expenses incurred by Licensee pursuant to the Inspection Contract that have been approved in advance in writing by the Port Everglades Department and

substantiated by invoices and proof of payment ("Inspection Contract Reimbursable Expenses").

a. Licensee shall invoice County for any Inspection Contract Reimbursable Expenses on the first day of each month. Licensee shall invoice all Inspection Contract Reimbursable Expenses, whether paid on a "lump sum" or other basis, to County with no markup and within thirty (30) days after the expense was paid by Licensee. Each invoice shall be submitted to County on a form approved in writing by the Port Everglades Department and shall be certified by an officer of Licensee (each being a "Report"). Licensee shall submit with each Report a Certification of Payments to Subcontractors and Suppliers (Exhibit B).

b. Each Report must be in a format that is compatible with Port Everglades Department software, and if requested by the Port Everglades Department, Licensee shall provide both a hard copy Report and an electronic copy in a format approved by the Port Everglades Department.

c. County shall pay Licensee within thirty (30) calendar days after receipt of Licensee's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Port Everglades Department. Payment may be withheld for failure of Licensee to comply with a term, condition, or requirement of this Agreement.

d. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or poor services that have not been remedied or resolved in a manner satisfactory to the Port Everglades Department, or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

e. Payment shall be made to Licensee at the address designated in the Notices section.

5. In the event of any conflict or ambiguity between this Third Amendment and the Agreement, the Parties agree that this Third Amendment shall control.

6. The Agreement, as amended hereby, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement and this Third Amendment to the Agreement. Accordingly, the Parties agree that no deviation

from the terms of this Third Amendment shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of this Third Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more strictly against one of the Parties than any other.

8. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

9. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment: 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 South Florida Petroleum Services LLC, signing by and through its _____, duly authorized to execute same.

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
Port Everglades Department
1850 Eller Drive, Suite 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

CARLOS A. RODRIGUEZ-
By: CABARROCAS
Digitally signed by CARLOS A. RODRIGUEZ-CABARROCAS
Date: 2022.05.16 10:38:26 -04'00'
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

CRC:cr
SFPS - Third Amendment
05/12/22

Third Amendment to
SFPS License Agreement

**THIRD AMENDMENT TO PETROLEUM TRANSFER FACILITIES LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND SOUTH FLORIDA PETROLEUM SERVICES LLC**

Licensee

ATTEST:

SOUTH FLORIDA PETROLEUM SERVICES LLC

By: South Florida Materials Corp., its
Managing Member

Secretary

By 
President or Vice-President

(Print/Type Name)

Todd M. Cannon - CEO
(Print Name and Title)

(Seal)

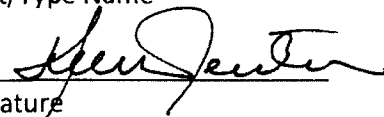
16 day of May, 2022.

OR

WITNESSES:


Signature

TAD TODD
Print/Type Name


Signature

Jacqueline Denton
Print/Type Name

EXHIBIT A

SPECIFICATIONS AND REQUIREMENTS

Tests and Inspections for Fire Sprinkler, Alarm, and Detection Systems

1. Scope:

The Inspection Contract shall require a contractor (the "Contractor") to provide semi-annual and annual tests and inspections of the Fire Suppression System and detection system located on Pier 1 and Pier 2 within Port Everglades.

2. Annual Sprinkler/Foam-Water System Tests and Inspections:

Services based on all applicable currently adopted Florida codes, includes, at a minimum, all of the following:

- 2.1 Provide full flow performance test of 2,500 GPM diesel fire pump.
- 2.2 Operate all valves inside the pump room and on the berths; lubricate where appropriate.
- 2.3 Provide testing of flow switch for the fire pump house sprinkler system.
- 2.4 Provide visual inspection of the sprinkler system.
- 2.5 Certify backflow preventer.
- 2.6 Provide visual inspection and testing of fire pump gauges.
- 2.7 Inspect and flow (water only) each of the monitors and hose reels on each berth.
- 2.8 Provide visual inspection of foam concentrate.
- 2.9 Perform laboratory analysis of foam concentrate.
- 2.10 Provide visual inspection of all aboveground piping, fittings, and pipe support.
- 2.11 Tag all systems after inspections are completed.
- 2.12 Provide work performed in accordance with NFPA 25.
- 2.13 Flow water to fully flush the system.

3. Semi-Annual Sprinkler/Foam-Water System Tests and Inspections:

Services based on all applicable currently adopted Florida codes, includes, at a minimum, all of the following:

- 3.1 Run fire pump for 30 minutes.
- 3.2 Operate all valves inside the pump room and on the berths; lubricate where appropriate.

EXHIBIT A

- 3.3 Provide testing of flow switch for the fire pump house sprinkler system.
- 3.4 Provide visual inspection of all of the aboveground piping, hose reels, and monitors.
- 3.5 Tag all systems after inspections are completed.
- 3.6 Provide work performed in accordance with NFPA 25.

4. Fire Alarm and Detection System Testing and Inspection:

Services shall be in accordance with all applicable currently adopted Florida codes and are included in both annual and semi-annual tests and inspections. Services shall include, at a minimum, all of the following:

- 4.1 Test and Clean each Flame Detector.
- 4.2 Test each Smoke Detector.
- 4.3 Test each Manual Pull Station.
- 4.4 Test each Audible/Visual Device.
- 4.5 Test each Tamper Switch.
- 4.6 Test Flow Switch.
- 4.7 Load test all Standby Batteries for the Fire Alarm Panel, Dialer, and all Power Boosters.
- 4.8 Simulate Low Diesel Fuel Level indicator.
- 4.9 Simulate Fire Pump House Low Temperature Indicator.
- 4.10 Test each Fire Pump Signal for Pump Run, Pump Auto/Off and Pump Trouble.
- 4.11 Verify Fire Pump House Exhaust Fan for proper operation.
- 4.12 Verify operation of all Fire Alarm Panel Detector Bypass Switches.
- 4.13 Verify Sequence of Events for the entire Fire Alarm System.
- 4.14 Verify All Signals to the Monitoring Company, i.e., the automatic telephone dialer.
- 4.15 Provide NFPA 72 Test Inspection Form upon completion.
- 4.16 Tag Systems upon completion.

EXHIBIT A

- 4.17 Provide Work performed in accordance with NFPA 72.

5. Responsibilities:

- 5.1 Annual and semi-annual tests inspections shall be performed by licensed staff trained to perform the above services.
- 5.2 Contractor shall provide technically proficient staff and agrees to utilize only such qualified employees in the performance of work. Contractor personnel must be high knowledgeable in technical applications, installation, operation and maintenance of fire suppression systems and respective equipment.
- 5.3 Contractor is solely responsible for the health, safety, and protection of all Contractor personnel during the performance of the work. Contractor shall take all precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- 5.4 Contractor shall maintain an accurate maintenance record with complete information of the work and tests performed on each unit.
- 5.5 Contractor shall provide a certification statement using the standard NFPA #25 form for inspections, testing, and maintenance of water-based fire protection systems. Provide a copy to the Project Coordinator and the Broward Sheriff's Office Fire Marshal's Bureau. This certificate will note each Pass and Fail.
- 5.6 Work will be performed in areas actively transferring bulk quantities of petroleum products including gasoline, diesel, and jet fuel. Contractor activities will be carried out in a safe manner according to all applicable regulations and must not adversely impact Port or cargo operations.
- 5.7 Contractor shall provide to the County a checklist for each tested and inspected system. The checklist shall contain the inspection date, inspector's name, related work attributes and include items listed below. A typed report indicating testing, inspections and adjustments made to each unit shall be provided within three (3) business days after each inspection. (Use NFPA 72 form which may be supplemented by additional report/information.)

6. Security Requirements:

- 6.1 Contractor shall ensure that, at all times when servicing Port Everglades locations, at least one of the technicians or helpers at the location possesses a Transportation Worker Identification Credential (TWIC) or is accompanied at all times by a TWIC escort.

Exhibit B
Certification of Payments to Subcontractors and Suppliers

RLI/Bid/Contract No. _____

Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.

2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of Contractor.

Dated _____, 20__

Contractor Name

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida at Large (Seal)

My commission expires: