

**FIRST AMENDMENT TO TEMPORARY REVOCABLE LICENSE AGREEMENT  
BETWEEN BROWARD COUNTY AND  
FLORIDA GAS TRANSMISSION COMPANY, LLC**

This First Amendment (“Amendment”) is entered into between Broward County, a political subdivision of the State of Florida (“County”), and Florida Gas Transmission Company, LLC (“Licensee”), a Delaware limited liability company (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. On October 11, 2022, the Board of County Commissioners approved the Temporary Revocable License Agreement (“Agreement”) with Licensee for nonexclusive access to a temporary workspace and construction staging area to facilitate installation of a natural gas pipeline owned by Licensee and located on easements within County-owned property located at 4400 South State Road 7 in the Broward Municipal Services District.

B. Licensee now seeks, and County is amenable, to amend Exhibit B of the Agreement, Permitted Activities, to enable Licensee to conduct maintenance and testing activities on the installed natural gas pipeline within the Revocable License Area.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties 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 Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. The Parties hereby waive the requirements of Section 6.2 of the Agreement related to the timing and method of the exercise of a renewal period and agree that upon the execution of this Amendment, the Agreement will be renewed through October 11, 2025. The Parties further agree that County may extend the Agreement for up to the two (2) remaining additional one (1) year terms pursuant to Section 6.2 of the Agreement.
3. The Parties agree that Exhibit B of the Agreement, Permitted Activities, is hereby amended to add the following:

Licensee may conduct maintenance and testing activities within the Revocable License Area in compliance with applicable statutory, regulatory, and permit requirements for the installed Pipeline. Prior to initiating any such maintenance or testing activity, Licensee must obtain written approval from the Contract Administrator and provide the Contract Administrator with documentation to demonstrate such statutory, regulatory, or permit requirement(s) as well as any other documentation related to such activity requested by Contract Administrator. In addition, Licensee will provide the Contract Administrator with

at least seventy-two (72) hours' written and verbal notice that any such maintenance or testing activity will commence.

4. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Licensee represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Licensee represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Licensee represents that it is, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

5. Verification of Employment Eligibility. Licensee represents that Licensee and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Licensee violates this section, County may immediately terminate this Agreement for cause and Licensee shall be liable for all costs incurred by County due to the termination.

6. Prohibited Telecommunications Equipment. Licensee represents and certifies that Licensee and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Licensee represents and certifies that Licensee and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of the Agreement.

7. Iron and Steel Products. If this Agreement is for a “public works project” as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

8. Entities of Foreign Concern. The provisions of this section apply only if the Agreement provides access to an individual’s personal identifying information. By execution of this Amendment, the undersigned authorized representative of Licensee hereby attests under penalty of perjury as follows: Licensee is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Licensee declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

9. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Licensee, Licensee hereby attests under penalty of perjury that Licensee does not use coercion

for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Licensee declares that they have read the foregoing statement and that the facts stated in it are true.

10. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, 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 as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. Preparation of this 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 severely against one of the Parties than any other.

12. Licensee acknowledges that through the date this Amendment is executed by Licensee, Licensee has no claims or disputes against County with respect to any of the matters covered by the Agreement.

13. The effective date of this Amendment shall be the date of complete execution by the Parties.

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

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 \_\_\_\_\_, 20\_\_; and Licensee, signing by and through its duly authorized representative.

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 \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
Matthew Haber (Date)  
Senior Assistant County Attorney

By \_\_\_\_\_  
Nathaniel A. Klitsberg (Date)  
Deputy County Attorney

MH/tb  
FGT RLA Amendment (2024)  
#CAO1134338

**FIRST AMENDMENT TO TEMPORARY REVOCABLE LICENSE AGREEMENT  
BETWEEN BROWARD COUNTY AND  
FLORIDA GAS TRANSMISSION COMPANY, LLC**

**LICENSEE**

By: \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_