

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

This First Amendment to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("County"), and Florida Gas Transmission Company, LLC, a Delaware limited liability company, authorized to do business in the State of Florida the successor in interest to Florida Gas Transmission Company, a Delaware corporation, ("Licensee") (the "First Amendment") (collectively, the "Parties"), is entered into effective as of the date this First Amendment is fully executed by the Parties ("Effective Date").

**RECITALS:**

A. The Parties entered into a Pipeline License Agreement ("Agreement") on May 6, 2014, between Broward County and Florida Gas Transmission Company with respect to the privilege and non-exclusive right to install, maintain, operate, replace, and remove pipeline and any necessary appurtenances thereto for the transportation of natural gas at Fort Lauderdale-Hollywood International Airport ("Airport").

B. The Parties desire to amend the Agreement to extend the Term of the Agreement and to revise certain terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. Throughout this First Amendment, stricken-through language indicates deletions, and underlined language (except for the title) indicates additions.

2. ARTICLE IV, TERM, of the Agreement is hereby amended to read as follows:

4.1 The term of this Agreement shall commence on December 1, 2013 ("Commencement Date"), and shall terminate on November 30, ~~2018~~2023, or such earlier date as may be hereinafter provided ("Termination Date").

3. ARTICLE XI, INDEMNIFICATION, of the Agreement is hereby deleted in its entirety and replaced as follows:

11.1 Licensee shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including reasonable attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Licensee, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought

against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Aviation Department and the County Attorney, any sums due Licensee under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

4. ARTICLE XV, INSURANCE REQUIREMENTS, of the Agreement is hereby deleted in its entirety and replaced as follows:

15.1 For the duration of the Agreement, Licensee shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit C** in accordance with the terms and conditions of this article. Licensee shall maintain insurance coverage against claims relating to any act or omission by Licensee, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

15.2 Licensee shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in **Exhibit C** on all policies required under this article.

15.3 On or before the Effective Date, Licensee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. In the event County, in its sole discretion, requires clarification of any terms or coverages of insurance policies required under this article, including but not limited to, endorsements, exclusions, or exceptions, then if, and to the extent required by County, Licensee shall provide County with a complete, certified copy of all required insurance policies, all related endorsements, exclusions, and exceptions within thirty (30) calendar days of the request. Licensee shall provide said policies and related documentation to County either by inspection of the policies or a copy thereof, by the Broward County Aviation Department, at the address noted for the Aviation Department in the notice section of this Agreement.

15.4 Licensee shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Licensee has been completed, as determined by the County. Licensee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Licensee

shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

15.5 Licensee shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

15.6 If Licensee maintains broader coverage or higher limits than the minimum insurance requirements stated in **Exhibit C**, County shall be entitled to any such broader coverage and higher limits maintained by Licensee. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Licensee.

15.7 Licensee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit C** and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of any services under this Agreement. Licensee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Licensee agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Licensee agrees to obtain same in endorsements to the required policies.

15.8 Unless prohibited by the applicable policy, Licensee waives any right to subrogation that any of Licensee's insurer may acquire against County, and agrees to obtain same in an endorsement of Licensee's insurance policies.

15.9 Licensee shall require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Licensee under this article. Licensee shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies.

15.10 In the event Licensee or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Licensee. Licensee shall not permit any subcontractor to provide services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Licensee shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

15.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in **Exhibit C**, and (3) if coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Licensee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in **Exhibit C**.

15.12 Licensee shall report any and all incidents which have occurred on or about the Property or which have occurred anywhere on the Airport and is related to any of its operations, to the Aviation Department's safety manager/risk manager as set forth below and cooperate with any subsequent investigations in compliance with Aviation Department's SMS projects and any other requirement as set forth by Federal Aviation Administration's SMS final order, if applicable. All incidents shall be reported in writing to the attention of the Aviation Director at 2200 SW 45th Street, Suite 101, Dania Beach, Florida 33312, within twenty-four (24) hours of its occurrence. Additionally and simultaneously, a copy of the report shall be emailed to FLLSafety@broward.org or any other email address as directed in writing by the Aviation Department.

5. **ARTICLE XVIII, JURISDICTION/VENUE**, of the Agreement is hereby deleted in its entirety and replaced as follows:

18.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the federal courts or the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement are litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, LICENSEE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

6. **Exhibit A** of the Agreement is hereby replaced by **Exhibit A-1**, attached hereto and made a part hereof. As of the effective date of this First Amendment, every reference in the Agreement to the Property shall be deemed to refer to **Exhibit A-1** attached hereto.

7. **Exhibit C** attached hereto and made a part hereof is hereby included to the Agreement and made a part thereof. Said exhibit describes insurance requirements as of the effective date of this First Amendment. Accordingly, insurance coverage maintained by Licensee shall be adjusted as of said effective date.

8. The Licensee acknowledges that, through the date hereof, it has no claims against County with respect to any of the matters covered by the Agreement, as amended hereby and it has no right of set-off or counterclaims against any of the amounts payable under the Agreement, as amended hereby.

9. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the parties hereto hereby agree that this document shall control. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

10. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

11. No modification, amendment or alteration in the terms or conditions contained in the Agreement, as amended, shall be effective unless contained in a written document and executed by the Parties hereto. This document 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 of this document that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12. Preparation of the Agreement, as amended, 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.

13. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached **Exhibit A-1** and **Exhibit C** are incorporated into and made a part of this Amendment.

14. This Amendment may be executed in up to five (5) counterparts, each of which shall be deemed to be an original.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

IN WITNESS WHEREOF, the parties hereto have made and executed this FIRST AMENDMENT to PIPELINE LICENSE 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 \_\_\_\_\_, 2018, and FLORIDA GAS TRANSMISSION COMPANY, LLC, signing by and through its VICE PRESIDENT - OPERATIONS, 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 \_\_\_\_\_, 2018

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Aviation Office  
2200 S.W. 45 Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

By Nancy Rubin 10/9/18  
Nancy A. Rubin (Date)  
Assistant County Attorney

By Alexander J. Williams, Jr. 10/9/18  
Alexander J. Williams, Jr. (Date)  
Senior Assistant County Attorney

NR/  
1st Amendment to Pipeline License Agreement  
Florida Gas Transmission  
10/1/2018

FIRST AMENDMENT TO PIPELINE LICENSE AGREEMENT BETWEEN  
BROWARD COUNTY AND FLORIDA GAS TRANSMISSION COMPANY, LLC

LICENSEE

FLORIDA GAS TRANSMISSION COMPANY,  
LLC

By: Dud Skellm

Title: Vice President - Operations

1 day of October, 2018

WITNESSES:

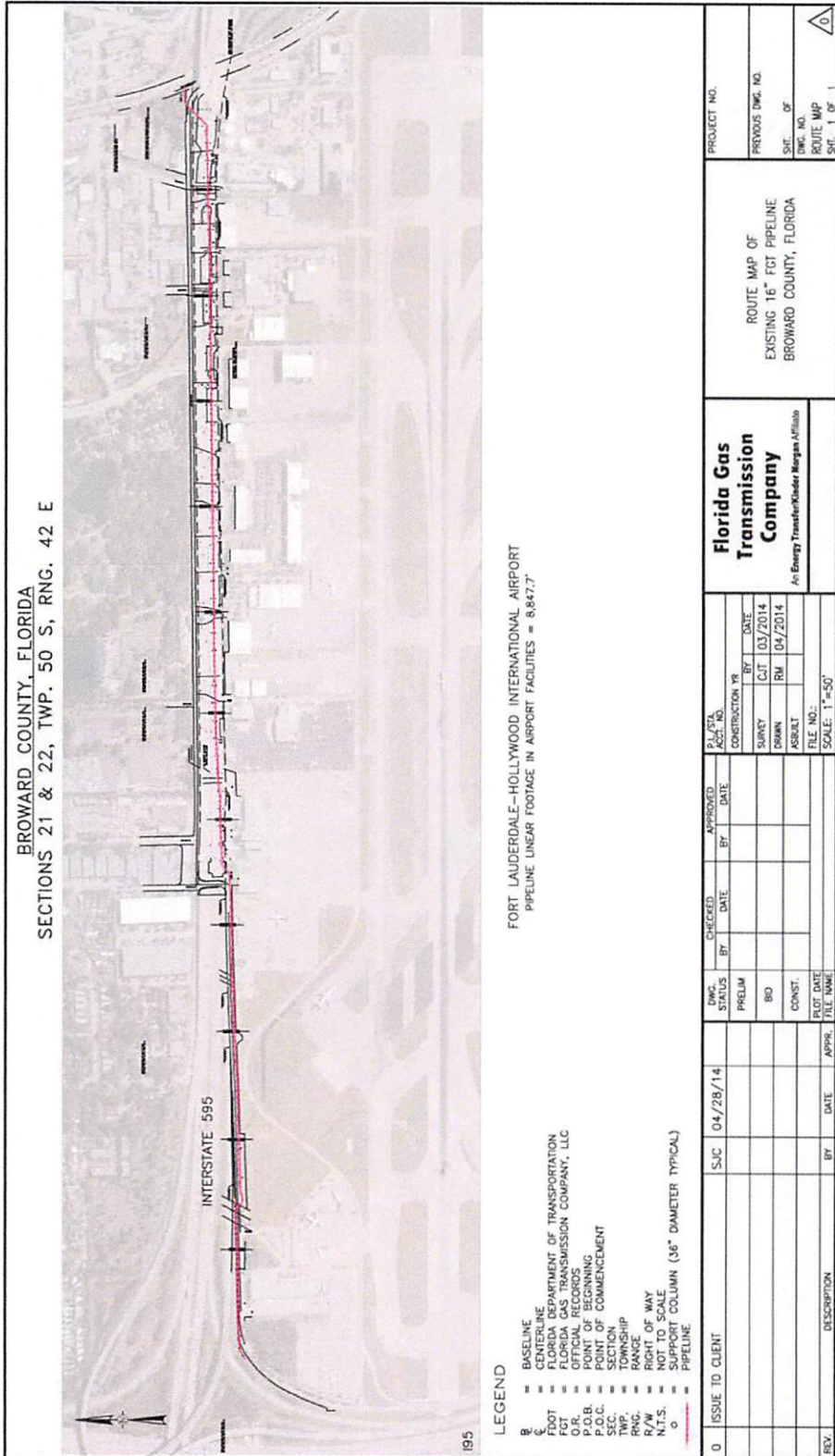
Julie Franklin

JL Frankl'

Jim Johnson

Jim Johnson

EXHIBIT A-1  
PROPERTY DESCRIPTION





**EXHIBIT C  
MINIMUM INSURANCE REQUIREMENTS**

The following are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and be incorporated in the final agreement. Any deviation or change shall be approved in writing by Risk Management.

TYPE OF INSURANCE Accord 25 Form Self Insurance is not approved	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b> [x] Commercial General Liability [x] Premises-Operations [x] Explosion & Collapse Hazard [x] Underground Hazard [x] Products/Completed Operations Hazard [x] Contractual Insurance [x] Broad Form Property Damage [x] Independent Contractors [x] Personal Injury [x] Mobile equipment [x] Fire legal liability	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$25 Mil	\$25 Mil
	Personal Injury		
<b>AUTO LIABILITY</b> [x] Comprehensive Form [x] Owned [x] Hired [x] Non-owned [x] Any Auto If applicable	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$5 mil airside \$1 mil landside	
[x] <b>POLLUTION &amp; ENVIRONMENTAL LIABILITY</b>	Max Ded \$25K	\$ 5 Mil	\$5 Mil
[x] <b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</b>	[x] STATUTORY		
		(each accident)	\$1 Mil
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County. NO DEDUCTIBLE SHALL BE GREATER THAN TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) "claims made" basis must remain in force for two (2) years after the termination of this contract			
Description of Operations/Locations/Vehicles: Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show Certificate Must be Signed and All applicable Deductibles shown. <u>INSURED is RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED</u> . Indicate bid number, RLI, RFP, and project manager on COI.			

**NOTE \*** - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attached to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act **CANCELLATION: Thirty (30) Day** written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder  
Broward County  
2200 SW 45<sup>th</sup> Street, Suite 101  
Fort Lauderdale, FL 33301 RE: Business

Aviation Department  
Risk Manager

10-9-18