

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AmeriGas Propane, Limited Partnership

(hereinafter referred to as "VENDOR"),
having its principal place of business at
460 North Gulph Road
King of Prussia, PA 19406

WHEREAS, SBBC and VENDOR entered into an Agreement dated June 13, 2017 (hereafter "Agreement") with an initial term through May 30, 2022; and

WHEREAS, the parties entered into a First Amendment to the Agreement on March 15, 2022, extending the term of the Agreement through May 30, 2023; and

WHEREAS, SBBC desires to continue its partnership with VENDOR to receive LPG/Propane Supply and Fueling Dispenser Services; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this Second Amendment to Agreement (hereafter "Amendment"); and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this Second Amendment to Agreement (hereafter "Second Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement.** Pursuant to Article 2.0 of the Agreement, the term of the Agreement is hereby extended from May 31, 2023 through August 30, 2023, unless terminated earlier pursuant to section 3.06 of the Agreement

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order.

First:	This Second Amendment to Agreement; then
Second:	The First Amendment to Agreement; then
Third:	The Agreement; then
Fourth:	RFP 17-146R – LPG/Propane Supply and Fueling Dispensers and Services; then
Fifth:	Proposal submitted in response to the RFP by VENDOR

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment upon execution by all parties.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Lori Alhadeff, Chair

Date _____

Earlean C. Smiley, Ed.D,
Interim Superintendent

Approved as to Form and Legal Content:

Eric Abend Digitally signed by
Eric Abend
Date: 2023.04.26
14:59:27 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

AmeriGas Propane, Limited Partnership

By David Rigney
Signature

_____, Secretary

Printed Name: DAVID RIGNEY

Title: NATIONAL ACCOUNT MGR.

Date: 4/24/23

-or-

Kau-Rock
Witness

Alysha Danberg
Witness

STATE OF Volusia Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this April 24, 2023 (date) by David Rigney (name of officer or agent, title of officer or agent) of AmeriGas Propane Account manager (name of corporation acknowledging), a limited partnership (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DL (type of identification) as identification and who did/ did not first take an oath this 24th day of April, 2023.

My Commission Expires: 1-2-2024

Heather A LaCombe
Signature - Notary Public

Heather A LaCombe
Printed Name of Notary

(SEAL)  HEATHER A. LACOMBE
Commission # HH 212392
Expires January 2, 2026

HH 212392
Notary's Commission No.