

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment No. 1”) by and between the **CITY OF CARSON**, a California municipal corporation (“City”) and **SOUTHERN COUNTIES OIL CO.**, a California Limited Partnership, dba/SC Fuels (“Consultant”) is effective as of the 1st day of July, 2023, except as otherwise provided herein. City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

### RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated July 9, 2018, (“Agreement”) whereby Consultant agreed to provide on-call services related to bulk fuel purchasing of gasoline and diesel fuel and Cardlock fuel cards for a five (5) year term commencing on July 1, 2018, and ending June 30, 2023, for a total not-to-exceed Contract Sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), unless additional compensation is approved pursuant to Section 1.8.

B. In approving the Agreement, the City Council concurrently approved inclusion of an administrative option to extend the Agreement term for a two-year period, to be taken in one-year increments.

C. City and Consultant now desire to amend the Agreement to increase the contract sum by Fifty Thousand Dollars (\$50,000.00) to fund the services needed for the initial five (5) year term. This increases the Agreement’s total Contract Sum for the initial five (5) year term to One Million Three Hundred Thousand Dollars (\$1,300,000.00).

D. City and Consultant additionally desire to amend the Agreement to extend the term by one (1) year, through June 30, 2024 (unless earlier terminated pursuant to Article 7 of the Agreement), at the same Pricing Methodology specified in the Agreement (except with respect to applicable tax rates as provided below), and to provide funding for the Services during this one-year extension period in an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00), bringing the total Contract Sum over the six-year term to One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00), with one remaining City option to extend the term of the Agreement for an additional one-year period thereafter.

E. City and Consultant additionally desire to amend the Agreement, effective retroactively as of the commencement date of the Agreement, to remove the language in Section II of Exhibit “C” (Schedule of Compensation) stating the following, which was originally included in the Agreement in error: “A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.”

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike-through~~):

A. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~One Million Two Hundred Fifty Thousand Dollars and No Cents (\$1,250,000.00)~~ **One Million Six Hundred Fifty Thousand Dollars and No Cents (\$1,650,000.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. Section 3.4 (Term) is hereby amended to read in its entirety as follows:

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~six (6) five (5)~~ years commencing July 1, 2018, and terminating **June 30, 2024** ~~June 30, 2023~~. *City may, in its sole discretion, extend the term of the Agreement for one additional one-year extension period, from July 1, 2024 through June 30, 2025.*”

C. The “Excise Tax Rates Per Gallon” table in Section I of Exhibit “C” (Schedule of Compensation) is hereby amended as follows:

“Excise Tax Rates Per Gallon:

	RATE
A. Gasoline (Motor vehicle fuel)	<del>\$0.417</del> <b>\$0.539</b>
B. Diesel	<del>\$0.36</del> <b>\$0.41</b> ”

D. The “Cardlocks for Fleet Per Gallon” table in Section I of Exhibit “C” (Schedule of Compensation) is hereby amended as follows:

“Cardlocks for Fleet Per Gallon (offsite fueling sites):

	RATE	OPIS Contract Average
A. Gasoline (Motor vehicle fuel)	\$0.15	<del>\$0.04</del> <b>\$0.055</b>
B. Diesel	\$0.15	<del>\$0.04</del> <b>\$0.055</b> ”

E. The “California Sales and Use Tax Rate (per gal)” table in Section I of Exhibit “C” (Schedule of Compensation) is hereby amended as follows:

“California Sales and Use Tax Rate (Carson/per gal):

**RATE**

- |    |   |
|----|---|
| A. | Gasoline (Motor vehicle fuel) <del>2.25%</del> <b>5.25%</b> |
| B. | Diesel <del>13.00%</del> <b>12.0625%</b>                    |

**F. The “Federal Oil Spill Fee (per gal)” table in Section I of Exhibit “C” (Schedule of Compensation) is hereby amended as follows:**

“Other Taxes (per gal) (includes Federal Oil Spill Fee (per gal)):

**RATE**

- |    |   |
|----|---|
| A. | Diesel <del>.002143%</del> <b>\$0.03711</b> |
| B. | Gasoline <b>\$0.03551”</b>                  |

**G. Effective July 1, 2018, Section II of Exhibit “C” (Schedule of Compensation) is hereby deleted as follows:**

~~“II. [Reserved] A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.”~~

**H. Section IV of Exhibit “C” (Schedule of Compensation) is hereby amended to read in its entirety as follows:**

~~“IV. The total compensation for the Services shall not exceed \$1,650,000 \$1,250,000 as provided in Section 2.1 of this Agreement.”~~

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 on the date(s) and year(s) set forth below, with express intent that this Amendment No. 1 shall be effective as of the date first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[brj]

**CONSULTANT:**

SOUTHERN COUNTIES OIL CO., a California  
Limited Partnership, dba/SC Fuels

By:\_\_\_\_\_  
Name: Robert W. Bollar  
Title: Corporate Secretary of GP

By:\_\_\_\_\_  
Name: Edwards A. Wondergem  
Title: CFO  
Address: 1800 W. Katella Ave., Suite 400  
P.O. Box 4159  
Orange, CA 92863-4159

Date: \_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="text-align: center;">_____ TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">_____ DATE OF DOCUMENT</div>
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____ _____		_____ _____ _____
		SIGNER(S) OTHER THAN NAMED ABOVE