

EXTENSION TO PURCHASE ORDER

THIS EXTENSION TO PURCHASE ORDER (“Extension”) by and between the **CITY OF CARSON** (“City”) and **SOUTHERN COUNTIES OIL CO. A CALIF. LP, DBA SC FUELS**, a California limited partnership (“Contractor”) is effective as of the 6th day of June, 2017.

RECITALS

A. In or about 2012, the City entered into a three-year contract with Southern Counties Oil Company, dba SC Fuels, for bulk provision of gasoline and diesel fuel to the City for the period of time from July 1, 2012 through June 30, 2015 (“Contract”).

B. On March 23, 2015, the City extended the Contract for an additional year, effective from July 1, 2015 through June 30, 2016 for an estimated cost of Two Hundred and Fifty Thousand Dollars (\$250,000).

C. On August 11, 2016, the City issued Purchase Order No. B06066 (“Purchase Order”) to Contractor to provide bulk gasoline and diesel fuel to City by extending the Contract for the period from July 1, 2016 through December 31, 2016, for an estimated cost of One Hundred and Twenty-Five Thousand Dollars (\$125,000).

B. On January 24, 2017, the City extended the Purchase Order for an additional six months, to cover the period from January 1, 2017 through June 30, 2017.

C. City and Contractor now desire to extend the Purchase Order term through December 31, 2017 and add an additional amount of One Hundred Fifty Seven Thousand and Four Hundred (\$157,400) to the Purchase Order.

TERMS

1. **Purchase Order Changes.** The below changes are made to Purchase Order No. B06066 which is dated September 27, 2016.

A. Term. The term of the Purchase Order is extended for an additional six months, for the period from July 1, 2017 through December 31, 2017.

B. Sum. An additional sum of One Hundred Fifty Seven Thousand and Four Hundred (\$157,400) is added to the Purchase Order.

2. **Continuing Effect of Purchase Order.** Except as amended by this Extension, all provisions of the Purchase Order shall remain unchanged and in full force and effect. From and after the date of this Extension, whenever the term “Purchase Order” appears in the Purchase Order, it shall mean the Purchase Order, as amended by this Extension.

3. **Affirmation of Purchase Order; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Purchase Order. Each party represents and warrants to the other that there have

been no written or oral modifications to the Purchase Order other than as provided herein. Each party represents and warrants to the other that the Purchase Order is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Extension, City is not in default of any material term of the Purchase Order 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 Purchase Order.

City represents and warrants to Contractor that, as of the date of this Extension, Contractor is not in default of any material term of the Purchase Order 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 Purchase Order.

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 Extension.

5. **Authority.** The persons executing this Purchase Order 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 Purchase Order on behalf of said party, (iii) by so executing this Purchase Order, such party is formally bound to the provisions of this Purchase Order, and (iv) the entering into this Purchase Order does not violate any provision of any other Purchase Order to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Order on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[cfn]

CONTRACTOR:

SC Fuels

By:_____
Name: Robert W. Bollar
Title: Corp Sec Of GP

By:_____
Name: Edward A Wondergem
Title: CFO

Address: 1800 West Katella Ave., Suite 400
P.O. Box 4159
Orange, CA 92863-4159

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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 _____, 2017 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	
<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 _____	
SIGNER IS REPRESENTING: (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>

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SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE