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County of Santa Clara

Office of the County Executive
Procurement Department
130 West Tasman Drive
San Jose, CA 95134
Telephone 408-491-7400

FOURTH AMENDMENT TO AGREEMENT # CW2239583 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND WESTERN STATES OIL COMPANY

This is the Fourth Amendment to the Agreement between the County of Santa Clara ("County") and Western States Oil Company ("Contractor") entered into on January 12, 2021, to provide Ultra-Low Sulfur Diesel and Renewable Diesel 4001 Gallons and Up and Big Tanks for the County.

This Agreement is amended as follows effective September 27, 2024:

1. Key Provision, AGREEMENT TERM, on page # 1 is hereby revised to read as follows:

   "This Agreement commences on January 12, 2021 and expires on January 11, 2026, unless terminated earlier or otherwise amended."

2. EXHIBIT A: "COUNTY OF SANTA CLARA STARDARD TERMS AND CONDITIONS," is hereby revised to read as follows:

   a. Section 68, is hereby deleted in its entirety and replaced with the following:

      68. COVID-19 REQUIREMENTS (IF APPLICABLE)
      Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at https://covid19.sccgov.org/home, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.

   b. Add the following:

      69. LEVINE ACT COMPLIANCE
      Contractor will comply and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission

concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than $250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than $250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at http://www.sccgov.org/levineact, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

3. EXHIBIT F, "CONTRACTOR CERTIFICATION OF COMPLIANCE WITH COVID-19 VACCINE REQUIREMENTS," is deleted in its entirety.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Prepared and administered by Ralph J. Murrieta, Jr., Buyer I at (408) 491-7489 or ralph.murrietajr@prc.sccgov.org and Samuel Hirsch, Buyer III at (408) 491-7485 or samuel.hirsch@prc.sccgov.org.

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

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By signing below, signatory warrants and represents that they executed this Amendment in their authorized capacity, that they have the authority to bind the entity listed below to contractual obligations and that by their signature on this Amendment, the entity on behalf of which they acted, executed this Amendment.

COUNTY OF SANTA CLARA

DS
ck

DocuSigned by:
Matthew Hada
CEA090A27EB84EA...
9/24/2024

Matthew Hada Date
Director of Procurement

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Robert Nakamae
797E74E07E8345C...
9/23/2024

Robert Nakamae Date
Deputy County Counsel

CONTRACTOR

By: DocuSigned by:
Robin Jackson
92CB77D58FC94D6...

Print: Robin Jackson

Title: Director of Sales

Date: 9/23/2024