

Hunt & Sons LLC

THIRD AMENDMENT TO AGREEMENT #4404

THIS THIRD AMENDMENT to that Agreement #4404 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter "Participating Agency or County"), and Hunt & Sons, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 5750 South Watt Avenue, Sacramento, California 95829 (hereinafter "Contractor");

RECITALS

WHEREAS, County, as a Participating Agency, utilized the Sacramento Area Council of Governments ("SACOG") Agreement #1920029 to enter into an agreement with Contractor;

WHEREAS, Contractor has been engaged by County to provide cardlock fueling services pursuant to Agreement #4404, dated January 14, 2020, First Amendment to Agreement #4404, dated September 13, 2022, and Second Amendment to Agreement #4404, dated January 13, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, On or about July 1, 2023, Hunt & Sons, Inc. has entered into an agreement to transfer assets to Hunt & Sons LLC;

WHEREAS, Hunt & Sons, Inc. executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto Hunt & Sons LLC all of Hunt & Sons, Inc. rights, title, interest, duties, obligations, and liabilities in, to, and under Agreement #4404. Hunt & Sons, Inc.'s assignment agreement is incorporated herein as Exhibit C, marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit C;

WHEREAS, Hunt & Sons, Inc. has requested that County accept work under the Agreement and assign all of its rights, obligations, and liabilities to Hunt & Sons LLC;

WHEREAS, Hunt & Sons LLC acknowledges and agrees that all existing indemnity and insurance obligations shall remain in full force and effect for the duration of Agreement #4404, and as thereafter required by the Agreement;

WHEREAS, Hunt & Sons LLC, shall assume all Contractor's rights, obligations, and liabilities under the Agreement, including outstanding rights, obligations, and liabilities with providing cardlock fueling services;

WHEREAS, County will accept this Third Amendment to Agreement #4404 on condition that Hunt & Sons LLC, assumes and fulfills the terms and conditions of this Third Amendment, Second Amendment, First Amendment, and the Agreement;

WHEREAS, Hunt & Sons, Inc. has requested that vending machines be removed from Article 1., Paragraph 3 of the Agreement;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$1,500,000, amending **Article 3**;

WHEREAS, the parties hereto desire to extend the term of this Agreement through September 1, 2024, to align with the current term of SACOG Agreement #1920029, amending **Article 5**;

WHEREAS, the parties hereto desire to amend the Agreement to update Project Manager and Contract Administrator's notices address, amending **ARTICLE 7, Project Manager and Contract Administrator**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement #4404 on the following terms and conditions:

- I. All references to Hunt & Sons, Inc., throughout the Agreement shall read Hunt & Sons LLC. Hunt & Sons LLC assumes all rights, obligations, and liabilities for any and all services provided under this Agreement, including any services provided prior to the execution of this Third Amendment, and County hereby accepts this assignment to, and assumption by, Hunt & Sons LLC.
- II. **ARTICLE 1**, Paragraph three of the Agreement is amended in its entirety to read as follows:
 - 24 hour fueling service available 7 days a week;
 - Normal Business Hours - 7:00 am - 6:00 p.m. (Pacific) Monday through Friday, and 8:00 a.m. – Noon (Pacific) on Saturdays. Toll Free Number (800-734-2999) available 24 hours, 7 days a week for emergencies, and during normal business hours for new and/or replacement card requests, technical support, and invoicing questions;
 - At least two (2) grades of gasoline as well as filtered diesel at all Pacific Pride sites, in accordance with Exhibit A attached to this Agreement, marked "Scope of Work and Pricing for Cardlock Fueling," incorporated herein and made by reference a part hereof;
 - Windshield washer and towels provided at all locations;
 - Air and water available at both Placerville and El Dorado Hills locations;
 - Canopies at both Placerville and El Dorado Hills location, over 16' truck clearance;
 - Each Fleet vehicle will be issued a "Vehicle" card. Each requested employee will be issued his/her own personal Driver Identification Number ("DIN"). The "DIN" must be used in conjunction with a "Vehicle" card which is assigned to each Fleet vehicle, allowing drivers to fuel vehicles within the County fleet (some account restrictions may apply).

- Card Security and Controls:
 - Card control (issuing new cards, making requested modifications to existing cards, and terminating existing cards, as directed by the authorized County contact): Contractor shall coordinate issuance, changing and destruction of cards upon written approval of County's Contract Administrator or designee;
 - Programming of Cards: programming shall include but not be limited to: allocation by product; odometer entries; user defined code to enable tracking of project costs or otherwise code transactions; date/time activation control; flexibility in resetting limits, validating or invalidating access, allocation by total purchase per product;
 - Initial Card Order: Contractor shall deliver all new cards to be used by County within two (2) weeks of receiving writing request from Contract Administrator or designee; and
 - Replacement Cards: Contractor shall deliver requested replacement cards within twenty-four (24) hours for any new and/or replacement card upon request from Contract Administrator or designee, except weekends and holidays, guarantee delivery on the next business day following the weekend or holiday.
- Training - Contractor shall furnish any necessary instruction or training to County staff on the use of the cardlock fueling system as requested at any time during the term of this Agreement;
- Video/digital surveillance cameras shall be used at the following locations and shall be retained for a period of one hundred twenty (120) days and shall be made available to County upon request:
 - Shingle Springs
 - Placerville

III. The last paragraph of **Article 3** of the Agreement is amended to read as follows:

Total amount of this Agreement shall not exceed six million five hundred thousand dollars (\$6,500,000.00), as amended.

IV. **ARTICLE 5, Other Special Terms and Conditions**, of the Agreement is hereby replaced in its entirety to read as follows:

The term of this Agreement shall become effective upon final execution by both parties hereto and shall cover the period of January 24, 2020 through September 1, 2024, as amended.

V. **ARTICLE 7, Project Manager and Contract Administrator**, of the Agreement is amended to read as follows:

7. Project Manager and Contract Administrator:

County's Project Manager and Contract Administrator for this Agreement is Michele Weimer, MPA, CPPO, Procurement and Contracts Manager, Chief Administrative Office, unless County otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the following address:

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667

Attn.: Michele Weimer, MPA, CPPO
Procurement and Contracts Manager

or to other such location as County directs.

Contractor's Project Manager for this Agreement is Joshua M. Hunt. No substitution of Contractor's Project Manager is permitted without the prior written agreement of County, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first class mail to:


Hunt & Sons LLC.
5750 South Watt Avenue
Sacramento, CA 95829

Attn.: Joshua M. Hunt
Chief Executive Officer

Except as herein amended, all other parts and sections of Agreement #4404 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement #4404 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  Dated: 08/30/2023

Purchasing Agent
Chief Administrative Office
"County"

-- HUNT & SONS, INC. --

By:  Dated: 08/28/2023
Josh Hunt (Aug 28, 2023 10:50 PDT)

Joshua M. Hunt
Chief Executive Officer
"Contractor"

By: Joe Hunt Dated: 08/28/2023
Joe Hunt (Aug 28, 2023 10:54 PDT)

Joseph W. Hunt
Secretary

-- HUNT & SONS LLC --

By:  Dated: 08/28/2023
Louis P Burke (Aug 28, 2023 12:58 CDT)

Louis Burke
Vice President
"Contractor"

Hunt & Sons LLC

Exhibit C

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

This Assignment, Assumption, and Consent Agreement (this "Assignment Consent") is entered into effective as of the date of last signature and is by and among Hunt & Sons, Inc. ("Assignor"), a California corporation duly qualified to conduct business in the State of California, and Hunt & Sons LLC, a Delaware corporation duly qualified to conduct business in the State of California, ("Assignee").

RECITALS

- A. Assignor is "Contractor" under that certain Agreement #4404 with County dated January 14, 2020 (the "Service Agreement").
- B. The Service Agreement pertains to providing cardlock fueling services for various County Departments.
- C. This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Service Agreement from Assignor to Assignee; (ii) the Assignee's agreement to accept, assume, and discharge all of Assignor's duties, obligations, and liabilities related thereto; and (iii) County's consent thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto Assignee the Service Agreement and all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement.
2. Assumption. Assignee hereby agrees to take assignment of the Service Agreement. As such, Assignee hereby assumes all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement and agrees to be bound by all of the terms and conditions of the Service Agreement, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Service Agreement, and to receive the benefits of the Service Agreement, all from and after the Effective Date hereof.

3. Counterparts. This Assignment Consent may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Assignment Consent delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Severability. If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.


5. Headings. The headings in this Assignment Consent are for reference only and do not affect the interpretation.

6. Successors and Assigns. This Assignment Consent is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Consent on the dates indicated below.

Assignor:

Hunt & Sons, Inc.

By: 
Josh Hunt (Aug 28, 2023 10:50 PDT)

By: Joe Hunt
Joe Hunt (Aug 28, 2023 10:54 PDT)

Name: Joshua M. Hunt

Name: Joseph W. Hunt

Title: Chief Executive Officer

Title: Secretary

Date: 08/28/2023

Date: 08/28/2023

Assignee:

Hunt & Sons LLC

By: 
Louis P Burke (Aug 28, 2023 12:58 CDT)

Name: Louis Burke

Title: Vice President

Date: 08/28/2023