

## Hunt & Sons, Inc.

### SECOND AMENDMENT TO AGREEMENT #4404

**THIS SECOND 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 California corporation (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, and First Amendment to Agreement #4404, dated September 13, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

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

**WHEREAS**, the parties hereto desire to extend the term of this Agreement through September 1, 2023 to align with the current term of SACOG Agreement #1920029, amending **Article 5**;

**WHEREAS**, the parties hereto desire to add specific Articles to include contract provisions required by law and add **Exhibit B, California Levine Act Statement**;

**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 Second Amendment to Agreement #4404 on the following terms and conditions:

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

Total amount of this Agreement shall not exceed five million dollars (\$5,000,000.00), as amended, inclusive of authorized vending machine purchases in accordance with this Agreement.

II. **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, 2023, as amended.

III. The following article is added in its entirety:

8. **Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.


If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination as specified in Article 6.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

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 Second Amendment to Agreement #4404 on the dates indicated below.


**-- COUNTY OF EL DORADO --**

By:   
Michele Weimer (Jan 13, 2023 14:43 PST)

Dated: 01/13/2023


Purchasing Agent  
Chief Administrative Office  
"County"

**-- HUNT & SONS, INC. --**

By:   
Joshua M. Hunt (Jan 13, 2023 09:57 PST)

Dated: 01/13/2023

Joshua M. Hunt  
Chief Executive Officer  
"Contractor"

By:   
Joe Hunt (Jan 13, 2023 10:13 PST)

Dated: 01/13/2023

Joseph W. Hunt  
Secretary

# Hunt & Sons, Inc.

## Exhibit B

### California Levine Act Statement

#### California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any agency department head or chair, and any County employee who files a Form 700. It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the three months following any Board action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

01/13/2023

Date

Hunt & Sons, Inc.

Type or write name of company

  
Joshua M. Hunt (Jan 13, 2023 09:57 PST)

Signature of authorized individual

Joshua M. Hunt

Type or write name of authorized individual