

Attachment 1

**FIRST AMENDMENT TO
CONTRACT NO. 1956 BETWEEN
MARIN MUNICIPAL WATER DISTRICT AND WESTERN STATES OIL Co.**

This First Amendment to Contract No. 1956 ("First Amendment") is entered into by and between Marin Municipal Water District ("District") and Western States Oil Co. ("Contractor").

For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. On November 1, 2021, the District and the Contractor entered into Contract No. 1956 for the Furnishing and Delivery of Motor Fuels ("Contract") for a period of four years, which expires on October 31, 2025.
- B. The Contract contains an option for the District to extend the term in one year increments for up to an additional two years.
- C. At this time, the Parties desire to execute this First Amendment to the Contract to extend the services of Contractor for a term of one additional year, until October 31, 2026, with a District option to extend the term of the Contract for one subsequent year.
- D. The Contract and this Amendment No. 1 shall be referred to herein as "Agreement" and shall constitute the complete agreement of the parties.

Section 2. Terms:

- A. Amendment to Contract: This Amendment No. 1 modifies the Contract. Except for the modifications contained herein, all the terms of the Agreement shall apply.
- B. Terms:
 - 1. Special Provisions Part 1-General-Paragraph 1.2 entitled "Scope of Contract" is amended to read as follows:

This contract is for the furnishing and delivery of motor fuels to various District locations set forth on the Bidding Sheet, pages IV and IV-a, and Bid Planning Schedule, page IV-b. Contractor shall continue providing its services to District for one additional year commencing November 1, 2025 until October 31, 2026. Prior to the expiration of the term, the District shall have the option to extend the contract for one (1) additional year. The Contractor agrees to proceed with the performance of this agreement immediately upon the date of issuance of written notice, by the Marin Municipal Water District, to proceed with the work.

2. The fixed pricing differential for the term of this First Amendment shall remain the same as set forth in the Contract, as referenced in the Contract Special Provisions Part 1-General-Paragraph 1.5 entitled "Pricing", subsection (D) which states, "The bidder's fixed price differential is to remain firm for the duration of the contract agreement term and each option period exercised by the District thereafter".
3. Total amount paid to the Contractor for all work performed under this First Amendment, for the period beginning November 1, 2025 and ending October 31, 2026, shall not exceed the total amount of \$527,000.

Dated: _____

WESTERN STATES OIL Co.

By _____
Robin Jackson

Dated: _____

MARIN MUNICIPAL WATER DISTRICT

By _____
Bennett Horenstein, General Manager