

FIRST AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PETROLEUM TRADERS CORPORATION**, a foreign for-profit corporation duly organized in the state of Indiana and authorized to conduct business in the state of Florida (EIN: 35-1462227) ("Vendor").

WHEREAS, on April 5, 2023, the City of Ocala awarded its Agreement for Fuel Supply and Transfer Services to Petroleum Traders Corporation, Contract No. FAC200964 (the "Original Agreement"), after a joint solicitation with the Marion County Public Schools (the "School Board"), Bid No. 3980GM (the "Solicitation");

WHEREAS, the Original Agreement was for an initial term of thirteen months beginning May 30, 2023, and continuing through June 30, 2024; and

WHEREAS, the City and School Board now desire to renew the Original Agreement for the first available renewal terms.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term commencing **JULY 1, 2024**, and continuing through **JUNE 30, 2025**.
4. **COMPENSATION.** City shall pay Vendor a price not to exceed **TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Petroleum Traders Corporation
Attention: Joseph Vanderpool
PO Box 2357
Ft. Wayne, Indiana 46801
Phone: 800-348-3705
E-mail: jvanderpool@petroleumtraders.com
Attention: Jeffrey L. Mackey



If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

8. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
9. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this First Amendment for all purposes.
10. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:

PETROLEUM TRADERS CORPORATION

Signature

Title

By: _____
(Printed Name)

Title: _____
(Title)

