

SECOND AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES ("Second 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 June 7, 2023, City and Vendor entered into an Agreement for Fuel Supply and Transfer Services (the "Original Agreement"), City of Ocala Contract No. FLT/230544, following a joint solicitation with Marion County Public Schools (the "School Board"), Bid No. 3980GM (the "Solicitation"), for an initial term of thirteen (13) months, commencing May 30, 2023, and continuing through June 30, 2024; and

WHEREAS, on August 9, 2024, City and Vendor entered into a First Amendment to Agreement for Fuel Supply and Transfer Services ("First Amendment") to extend the term of the Original Agreement for a one-year period from July 1, 2024 through June 30, 2025; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for an additional one-year term.

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 Second Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby extended for a one-year term commencing **JULY 1, 2025** and continuing through **JUNE 30, 2026**.
4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000)** (the "Contract Sum") over the extension term as full and complete compensation for the timely and satisfactory performance of services in accordance with the terms of the Original Agreement.
5. **NOTICES.** All notices, certifications or communications required by this Second 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

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

6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this Second Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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

ATTEST:**CITY OF OCALA**

Angel B. Jacobs
City Clerk

Kristen M. Dreyer
Council President

Approved as to form and legality:**PETROLEUM TRADERS CORPORATION**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)