

**THIRD AMENDMENT
TO GENERAL SERVICES AGREEMENT
WITH NICK BARBIERI TRUCKING, LLC
AGREEMENT NUMBER F001818**

This Second Amendment to Agreement number F001818, dated November 01, 2018 ("Agreement") is made as of this _____ day of _____, 2022, by and between the City of Santa Rosa, a municipal corporation ("City"), and Nick Barbieri Trucking, LLC, dba Redwood Coast Fuels, a California Limited Liability Company, ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide for diesel and unleaded regular gasoline to include bobtail delivery of purchased fuels.
- B. City and Contractor now desire to amend the Agreement for the purposes of adding compensation.
- C. Adding electronic signature clause.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. COMPENSATION

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$250,000 to read as follows:

"The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of \$745,000. The Chief Financial Officer is authorized to pay all proper claims from Various Charge Numbers."

2. COUNTERPARTS AND ELECTRONIC SIGNATURES

Section 22 (Counterparts and Electronic Signatures) is added to the Agreement after Section 21 (Authority; Signatures Required for Corporations) as follows:

"Section 22. Counterparts and Electronic Signatures This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Contractor wish to permit this Agreement and future

documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature."

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA

Name of Firm: Nick Barbieri Trucking, LLC, dba a Municipal Corporation
Redwood Coast Fuels

TYPE OF BUSINESS ENTITY:

☐ Individual/Sole Proprietor
☐ Partnership
☐ Corporation
☒ Limited Liability Company
☐ Other (please specify: _____)

By: _____

Print Name: Chris Rogers

Title: Mayor

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: Brian Robinson

Office of the City Attorney

Title: CFO

City of Santa Rosa Business Tax Cert. No.

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