



County of Santa Clara

Office of the County Executive
Procurement Department
130 West Tasman Drive
San Jose, CA 95134
Telephone 408-491-7400

**SIXTH AMENDMENT TO AGREEMENT # CW2239583
BY AND BETWEEN THE COUNTY OF SANTA CLARA AND
TOM LOPES DISTRIBUTING, INC. DBA WESTERN STATES OIL COMPANY**

This is the Sixth Amendment to the Agreement between the County of Santa Clara ("County") and Tom Lopes Distributing, Inc., dba Western States Oil Company ("Contractor") entered into on January 12, 2021 to provide Ultra-Low Sulfur Diesel and Renewable Diesel 4001 Gallons and Up and Big Tanks for the County.

This Agreement is amended as follows effective December 5, 2025:

1. Key Provision, AGREEMENT TERM, on page # 1 is hereby revised to read as follows:

"This Agreement commences on January 12, 2021 and expires on January 11, 2027, unless terminated earlier or otherwise amended."

2. Key Provision, COUNTY CONTRACT ADMINISTRATOR, on page # 2 is hereby revised as follows:

Ralph J. Murrieta, Jr., Buyer II
(408) 491-7489; ralph.murrietajr@prc.sccgov.org

3. EXHIBIT A: "COUNTY of SANTA CLARA STANDARD TERMS AND CONDITIONS," is hereby revised as follows:

- a. Section 43, is hereby deleted in its entirety and replaced with the following:

43. CALIFORNIA PUBLIC RECORDS ACT

County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, County will make reasonable efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time

County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys' fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by Contractor.

- b. Section 44, is hereby deleted in its entirety and replaced with the following:

44. CONFLICTS OF INTEREST; POLITICAL REFORM ACT

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to Contractor's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity.

Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

- c. Section 56, is hereby deleted in its entirety and replaced with the following:

56. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in Santa Clara County. The parties agree that subject matter and personal jurisdiction are proper in state court in Santa Clara County, and waive all venue objections.

- d. Section 62 is hereby deleted in its entirety and replaced with the following:

62. INFORMATION SECURITY COMPLIANCE

- (1) For purposes of this section, the following definitions shall apply:
- (A) "Breach" means unauthorized access to, or use of, County Data or information security networks or systems that compromises confidentiality, integrity, and/or availability of those systems or County Data.
 - (B) "Independent Penetration Testing," or "pen testing," means County's practice, by using an independent third party, of testing a computer system, network or web application to find security vulnerabilities that an attacker could exploit.
 - (C) "Risk Assessment" means the process by which County's Information Security Office ("ISO") assesses (i) Contractor's information security program, and related aspects, by identifying, analyzing, and understanding how Contractor will store, process and transmit County Data; and (ii) the potential impact on County of any security risks, weaknesses and threats related to safeguarding County assets and County Data. The Risk Assessment usually includes the ISO's evaluation of documentation provided by Contractor.
- (2) Contractor shall do all of the following:
- (A) Maintain or improve upon its information security posture at the time of County's initial Risk Assessment as reasonably determined by County. Contractor shall provide written notice to ISO of any changes or deficiencies to its information security posture.
 - (B) Protect the confidentiality, integrity, and availability of County's data and comply with any information security requirements

provided to Contractor by the ISO for the entire term of the Agreement.

- (C) Follow any updated security requirements for the remaining term of the Agreement if County re-evaluates the Risk Assessment, conducts periodic audits, and/or completes annual Independent Penetration Testing.
- (D) Upon discovering any Breach that could impact County, whether caused by Contractor, its officers, employees, contractors or agents or others, Contractor shall notify the ISO at cybersecurityteam@iso.sccgov.org within 24 hours. Contractor shall also comply with all of its other obligations in this Agreement relating to breaches and potential breaches.

e. Section 67 is hereby deleted in its entirety and replaced with the following:

67. CLICK-THROUGH AGREEMENTS AND CONTRACTOR POLICIES

- (1) No provisions of any shrink-wrap or any click-through agreement (or other form of “click to accept” agreement) that may routinely accompany any products or services acquired under this Agreement shall apply in place of, or serve to modify any provision of this Agreement, even if a user or authorized officer of County purports to have affirmatively accepted such shrink-wrap or click through provisions. Without limiting the foregoing, no “terms of use,” “privacy policy” or other policy on Contractor’s website or application (collectively, “Policies”) or another website that may routinely accompany any products or services acquired under this Agreement shall apply in place of or serve to modify any provision of this Agreement.
- (2) For the avoidance of doubt and without limiting the foregoing, in the event of a conflict between any such shrink- wrap, click-through provisions or Policies (irrespective of the products or services that such provisions attach to) and any term or condition of this Agreement, the relevant term or condition of this Agreement shall govern to the extent of any such conflict. Only the provisions of this Agreement as amended from time to time, and executed by the parties, shall apply to County and or authorized user.
- (3) The parties acknowledge that County and or authorized users may be required to click “Accept” as a routine condition of access to services through Contractor’s website or other application. Such click-through provisions or Policies on Contractor’s website shall be null and void for County and/or each such authorized user and shall only serve as a mechanical means for accessing such services.

f. Section 68 is hereby deleted in its entirety:

68. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated

herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.

- g. Section 69 is hereby deleted in its entirety and replaced with the following:

69. LEVINE ACT COMPLIANCE

Contractor will comply, and will ensure that its agents (as that term is defined under California Government Code section 84308(h)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving certain contracts to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$500 that the party or their agent has made within the prior 12 months to a member of the County's Board of Supervisors or any Other Elected County Officer ("Elected County Officer"), and (2) prohibit a party to a proceeding involving a covered contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$500 to any Elected County Officer during the proceeding and for 12 months following the final decision in the proceeding, as well as prohibit an agent of the party from making a contribution in any amount to any Elected County Officer during the same time periods. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <https://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is of the type subject to the Levine Act and is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

- h. Add the following provision:

70. ACCESSIBILITY OF WEB CONTENT AND MOBILE APPLICATIONS INTENDED FOR PUBLIC USE

Any web content and/or mobile application created, modified, or published by the Contractor pursuant to this Agreement for public use shall comply with the Level A and Level AA or higher-level success criteria and conformance requirements specified in the 2018 or a later-published version of the Web Content Accessibility Guidelines 2.1, available at <https://www.w3.org/TR/2018/REC-WCAG21-20180605/>.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

By signing below, signatory warrants and represents that they executed this Amendment in their authorized capacity, that they have the authority to bind the entity listed below to contractual obligations and that by their signature on this Amendment, the entity on behalf of which they acted, executed this Amendment.

COUNTY OF SANTA CLARA

Signed by: Matthew Hada 11/24/2025
CEA090A27EB84EA...
Matthew Hada Date
Director of Procurement

CONTRACTOR

DocuSigned by: Robin Jackson
By: 92CB77D58FC94D6...
Print: Robin Jackson
Title: Director of Sales
Date: 11/24/2025

APPROVED AS TO FORM AND LEGALITY

DocuSigned by: Robert Nakamae 11/21/2025
797E74E07E8345C...
Robert Nakamae Date
Deputy County Counsel