

**FIRST AMENDMENT TO THE FUEL PURCHASING AGREEMENT
BETWEEN ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES
AND THE CITY OF REDONDO BEACH**

THIS FIRST AMENDMENT TO THE TO THE FUEL PURCHASING AGREEMENT ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Arakelian Enterprises, Inc., a California corporation dba Athens Services ("Athens Services").

WHEREAS, on March 3, 2020, the parties entered into the Fuel Purchasing Agreement between the City and Athens Services (the "Agreement"); and

WHEREAS, the parties desire to increase the administrative fees; and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendment to the Agreement:

1. Modification of Terms. Section 3 of the Agreement shall be deleted and modified as set forth below.

Athens Services shall pay for the City's net cost of the fuel used by Athens Services, including applicable taxes, plus administrative fees of \$0.75 per gallon for CNG fuel and \$0.34 per gallon for unleaded and diesel fuel. The beginning price of fuel (unleaded, diesel, and CNG) drawn by Athens Services shall be based upon the most recent net cost per gallon to the City, prior to Athens Services' first draw of fuel. If at any time after the first draw of fuel the net price to the City changes, thereafter Athens Services' price will correspondingly change from date of the invoice and delivery to the City from the fuel company. Payment shall be made within thirty (30) days of invoice by forwarding a check to the City Public Works Department.

2. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and the First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 4th day of May, 2021.

CITY OF REDONDO BEACH
a chartered municipal corporation

ARAKELIAN ENTERPRISES, INC.,
a California corporation dba Athens Services

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney