



County of Santa Clara

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

FOURTH AMENDMENT TO AGREEMENT # CW2239575 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND BOSCO OIL COMPANY DBA VALLEY OIL COMPANY

This is the Fourth Amendment to the Agreement between the County of Santa Clara ("County") and Bosco Oil Company dba Valley Oil Company ("Contractor") entered into on January 12, to provide Ultra-Low Sulfur Diesel and Renewable Diesel Up to 4000 Gallons and Small 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 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.

c) 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.

d) Section 68 “**COVID-19 REQUIREMENTS**” (IF APPLICABLE) is 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.

e) 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.

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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

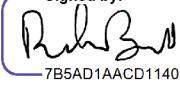
Signed by:

Matthew Hada _____
CEA090A27EB84EA...
Matthew Hada
Director of Procurement

12/1/2025

Date

CONTRACTOR

Signed by:

By: _____
7B5AD1AACD1140F...
Bob Buck

Print: Bob Buck _____

Title: VICE PRESIDENT _____

Date: 12/1/2025 _____

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

Robert Nakamae _____
797E74E07E8345C...
Robert Nakamae
Deputy County Counsel

11/21/2025

Date