

**AMENDMENT NO. EIGHT TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH SAMPSON OIL COMPANY, INC. FOR  
OIL WELL MANAGEMENT SERVICES**

THIS AMENDMENT NO. EIGHT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment No. Eight”) is made and entered into as of this 12th day of May, 2026 (“Effective Date”), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city (“City”), and SAMPSON OIL COMPANY, INC., a California corporation (“Consultant”), whose address is 301 Ultimo Avenue, Long Beach, CA 90814, and is made with reference to the following:

**RECITALS**

- A. On July 11, 2017, City and Consultant entered into a Professional Services Agreement (Contract No. C-8490-1) (“Agreement”) for oil well management services (“Project”).
- B. On July 12, 2020, City and Consultant entered into Amendment No. One to the Agreement (“Amendment No. One”) to reflect additional services not previously included in the Agreement, to extend the term of the Agreement to July 31, 2022, to increase the total compensation, to update the City’s Administration of the Agreement, and to update insurance requirements.
- C. On June 14, 2022, City and Consultant entered into Amendment No. Two to the Agreement (“Amendment No. Two”) to extend the term of the Agreement to July 31, 2023, and to increase the total compensation.
- D. On March 14, 2023, City and Consultant entered into Amendment No. Three to the Agreement (“Amendment No. Three”) to extend the term of the Agreement to July 31, 2024, and to increase the total compensation.
- E. On October 24, 2023, City and Consultant entered into Amendment No. Four to the Agreement (“Amendment No. Four”) to extend the term of the Agreement to September 30, 2024, and to increase the total compensation.
- F. On June 18, 2024, City and Consultant entered into Amendment No. Five (“Amendment No. Five”) to increase the total compensation.
- G. On July 23, 2024, City and Consultant entered into Amendment No. Six (“Amendment No. Six”) to reflect additional Services not included in the Agreement, as amended, to extend the term of the Agreement to March 31, 2025, and to increase the total compensation.
- H. On March 25, 2025, City and Consultant entered into Amendment No. Seven (“Amendment No. Seven”) to extend the term of the Agreement to June 30, 2026, to allow time for the City to go out to bid for these services, and to increase the total compensation to cover the extension.

- I. On April 29, 2025, the City Council adopted Resolution 2025-15, creating the Ad Hoc Oil Advisory Committee (“Committee”) to work with City staff and report back to the City Council regarding the City’s oil operations;
- J. The parties desire to enter into this Amendment No. Eight (“Amendment No. 8”) to update Section 6, Administration, Section 25.2, Notices, to extend the term of the Agreement to June 30, 2027 and to increase the total compensation to cover the extension in order to provide additional time for the Committee to complete its task and report back to the City Council.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

**1. TERM**

Section 1 of the Agreement is amended in its entirety and replaced with the following: “The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2027, unless terminated earlier as set forth herein.”

**2. COMPENSATION TO CONSULTANT**

Exhibit B to the Agreement shall be supplemented to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference, which shall be effective and supersede all prior versions as of the Effective Date of this Amendment No. Eight. Exhibit B to the Agreement, Exhibit B to Amendment No. One, and Exhibit B to Amendment No. Eight shall collectively be known as “Exhibit B.”

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: “City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant’s compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Seven Million Two Hundred Sixty One Thousand Nine Hundred Sixty Eight Dollars and 00/100 (\$7,261,968.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.”

The total amended compensation reflects Consultant’s additional compensation for additional Services to be performed in accordance with this Amendment No. Six, including all reimbursable items and subconsultant fees, in an amount not to exceed **Eight Hundred Fifty Thousand Dollars and 00/100 (\$850,000.00)**.

**3. ADMINISTRATION**

Section 6 of the Agreement is amended in its entirety and replaced with the following: “This Agreement will be administered by the Utilities Department. City’s Utilities Director or designee shall be the Project Administrator and shall have the authority to act

for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.”

**4. NOTICES**

Section 25.2 of the Agreement is amended in its entirety and replaced with the following: “All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Utilities Director  
Utilities Department  
City of Newport Beach  
100 Civic Center Drive  
Newport Beach, CA 92660

**5. INTEGRATED CONTRACT**


Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Amendment No. Eight to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 4/29/26

By:   
Aaron C. Harp  
City Attorney

4.29.26  
AF

**CITY OF NEWPORT BEACH,**  
a California municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lauren Kleiman  
Mayor

**ATTEST:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lena Shumway  
City Clerk

**CONSULTANT: SAMPSON OIL  
COMPANY, INC.,** a California corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Renick Sampson  
Chief Executive Officer, Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Pamela Picard  
Secretary

**[END OF SIGNATURES]**

Attachments: Exhibit B – Schedule of Billing Rates

# **EXHIBIT B**

## **SCHEDULE OF BILLING RATES**

## Sampson Oil Yearly Fee Schedule

**Effective July 1, 2026** *(includes 2% CPI allocated for labor expenses only)*

Sampson Oil Company presents the following fee schedule to manage and operate the City of Newport Beach's oil field. This schedule is based on a 365-day work year.

Pumper	\$52,640	Per Year
Design and Engineering	\$6,975	Per Year
Rig Supervision	\$17,602	Per Year
Construction Supervision	\$17,954	Per Year
Special Insurance Charges	\$21,754	Per Year
Special Insurance Charges increase as of JAN 2026	\$16,424	Per Year (invoiced \$1,377 per month)
<b>Total Annual Cost for Monthly Professional Services and related fees</b>	<b>\$133,349 per year,</b> (inclusive of pumper and all other services above)	(Equates to \$11,112 per month + \$70 monthly for production State reports = <b>\$11,182 total per month</b> )
<b>Total Allowance for Ongoing Maintenance &amp; Repairs</b>	<b>*\$716,651</b>	<b>July 1, 2026, to June 30, 2027</b>
<b>TOTAL ESTIMATED ANNUAL EXPENSE</b>	<b>\$850,000</b>	<b>July 1, 2026, to June 30, 2027</b>

\*Consultant shall be entitled to reimbursement for the cost of unforeseen maintenance, repairs, and professional services performed as set forth herein, plus a fee not to exceed ten percent (10%) of the invoice amounts paid by Consultant to subcontractors, subconsultants, sub-vendors, and sub-delivery companies, as set forth herein subject to the annual limit for subcontractors.