

ATTACHMENT A

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

THIS AMENDMENT NO. SIX TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Six") is made and entered into as of this 23rd day of July, 2024 ("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 ("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. The parties desire to enter into this 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.

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 March 31, 2025, unless terminated earlier as set forth herein."

2. COMPENSATION TO CONSULTANT

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 **Five Million Six Hundred Sixty One Thousand Nine Hundred Sixty Eight Dollars and 00/100 (\$5,661,968.00)**, 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 **Seven Hundred Fifty Thousand Dollars and 00/100 (\$750,000.00)**.

3. 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. Six to be executed on the dates written below.

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

Date: 7/9/24

By: 
Aaron C. Harp
City Attorney

*ms
7/9/24*

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Will O'Neil
Mayor

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

Date: _____

By: _____
Renick Sampson
Chief Executive Officer, Chief Financial
Officer, Secretary

[END OF SIGNATURES]