



**AMENDMENT NUMBER ~~ONE~~ TWO**  
**TO CONTRACT NUMBER RCA-017-17010003**  
**BETWEEN**  
**COUNTY OF ORANGE**  
**AND**  
**~~THE SOCO GROUP INC~~**  
**SC COMMERCIAL LLC DBA THE SOCO GROUP**  
**FOR**  
**AUTOMOTIVE ENGINE OIL, LUBRICANTS & OTHER RELATED PRODUCTS**

This Agreement, hereinafter referred to as "Amendment", is made and entered into, upon execution of all necessary signatures, between the County of Orange, hereinafter "County" and ~~The SOCO Group, Inc.~~ SC Commercial LLC DBA The SoCo Group with a place of business at 1800 W. Katella Avenue, Suite 400, Orange, CA 92867, hereinafter referred to as "Contractor"; which are sometimes individually referred to as "Party" or collectively referred to as "Parties";

**RECITALS**

**WHEREAS**, County and The SoCo Group Inc. entered into a Regional Cooperative Agreement Number RCA-017-17010003 (hereinafter "Contract") on May 22, 2017 for Automotive Engine Oil, Lubricants & Other Related Products for the County of Orange, commencing on July 1, 2017 through and including June 30, 2022; and

**WHEREAS**, ~~County desires~~ the Parties issued Amendment One to amend Attachment B – Fees and Compensation of Contract #RCA-017-17010003 in its entirety and to correct contract term date from January 31, 2022 to June 30, 2022; and

**WHEREAS**, Contractor informed County that on October 1, 2018, Contractor had successfully acquired The SOCO Group Inc., with the effective date of transfer to be October 29, 2018; and

**WHEREAS**, Contractor agrees to be bound by all of the terms and conditions of the Contract, as amended, just as if it had been an original signatory to the agreement and County consents to the assignment of the Contract from The SOCO Group, Inc. to Contractor; and

**WHEREAS**, COUNTY desires to amend General Terms and Conditions, Article S of the Contract from "Change of Ownership" to "Change of Ownership/Name, Litigation Status, Conflicts with County Interests"; and

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

**1. ASSIGNMENT OF CONTRACT**

Effective on October 29, 2018:

- a. County hereby approves the assignment of the Contract, as amended, from The SOCO Group, Inc. to Contractor.

Contractor accepts the assignment of the Contract, as amended, agrees to provide all items covered thereunder and assumes the rights, duties and obligations of The SOCO Group Inc. under the Contract and accepts and agrees to all terms and conditions of the Contract as amended.

2. **Article S** (page 5 of the Original Contract) shall be amended in its entirety as follows, and incorporated herein:

**S. CHANGE OF OWNERSHIP/NAME, LITIGATION STATUS, CONFLICTS WITH COUNTY INTERESTS**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

3. All terms and conditions contained in this AMENDMENT are incorporated by this reference into the Contract. This AMENDMENT modifies the Contract only as expressly set forth above. This AMENDMENT does not modify, alter or amend the CONTRACT in any other way whatsoever.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

The Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

~~THE SOCO GROUP INC.~~ SC COMMERCIAL LLC DBA THE SOCO GROUP INC.

*\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

\_\_\_\_\_  
*Print Name* *Title*

\_\_\_\_\_  
*Signature* *Date*

*\*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

\_\_\_\_\_  
*Print Name* *Title*

\_\_\_\_\_  
*Signature* *Date*

\*\*\*\*\*

**COUNTY OF ORANGE, a political subdivision of the State of California**

Yarida Guzman Deputy Purchasing Agent  
\_\_\_\_\_  
*Print Name* *Title*

\_\_\_\_\_  
*Signature* *Date*

Approved as to Form  
Office of the County Counsel

\_\_\_\_\_  
By Deputy County Counsel