

Genuine Parts Company

doing business as

NAPA AUTO PARTS

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #2801

THIS THIRD AMENDMENT to that Agreement for Services #2801 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Genuine Parts Company, a Georgia corporation duly qualified to conduct business in the State of California, doing business as NAPA Auto Parts (Genuine Parts) whose principal place of business is 2999 Wildwood Parkway, Atlanta, Georgia 30339 and whose local address 4635 Northgate Boulevard, Sacramento, California 95834 (hereinafter referred to as "NAPA");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a contractor to assist its Department of Transportation, by providing vendor managed inventory services, in accordance with Agreement for Services #2801, dated June 18 2018, First Amendment to Agreement for Services #2801, dated May 4, 2021, and Second Amendment to Agreement for Services #2801, dated May 17, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, on December 23, 2020, pursuant to a competitive bidding and selection process by Sourcewell, Sourcewell and NAPA executed contract #110520-GPC, pursuant to which Contractor may continue to provide a source of supply for certain auto, truck, and bus parts as well as to provide Integrated Business Solutions to County (the "New Sourcewell Contract");

WHEREAS, County is a User Agency under the Sourcewell Contract, and the parties agree that the Sourcewell Contract is a vehicle by which County and NAPA may extend the term of the Agreement in accordance with the Sourcewell Contract #110520-GPC;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date to December 29, 2025, in accordance with the provisions set forth in Sourcewell Contract #110520-GPC, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$2,000,000, for a total not-to-exceed amount of \$5,750,000, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to fully-replace **ARTICLE XXV, Conflict of Interest**, and add **Exhibit F, California Levine Act Statement**, to update County's contract provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and NAPA mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement for Services #2801 on the following terms and conditions:

I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire on December 29, 2025.

II. **ARTICLE III, Compensation for Services**, the seventh paragraph of the Article is amended in its entirety to read as follows:

The total amount of this Agreement, as amended, shall not exceed \$5,750,000, inclusive of all costs, expenses, and parts.

III. **The following article is fully replaced in its entirety:**

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for NAPA and performing work for County and who are considered to be NAPA within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are NAPA's within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

NAPA covenants that during the term of this Agreement neither it, or any officer or employee of NAPA, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.

3. Any officer or employee of County that are involved in this Agreement.

If NAPA becomes aware of a conflict of interest related to this Agreement, NAPA shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XVI, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit F, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #2801 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #2801 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- GENUINE PARTS COMPANY
doing business as
NAPA AUTO PARTS--

By: _____
Will Stengel
Chief Executive Officer
"NAPA"

Dated: _____

By: _____
Jennifer Ellis
Corporate Secretary

Dated: _____

**Genuine Parts Company
doing business as
NAPA Auto Parts**

Exhibit F

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual