

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

Vendor Managed Inventory Supply

AGREEMENT FOR SERVICES #2801

THIS AGREEMENT, 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 dba NAPA Auto Parts, a Georgia corporation whose principal place of business is 2999 Wildwood Parkway, Atlanta, Georgia 30339, whose mailing address is 2811 W. Thomas Road, Phoenix, Arizona 85017 (hereinafter referred to as "NAPA");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to assist its Community Development Services, Department of Transportation, by providing vendor managed inventory services;

WHEREAS, pursuant to a competitive bidding and selection process by the National Joint Powers Alliance (hereinafter referred to as "NJPA"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, NJPA and NAPA executed contract #061015 on July 21, 2015, to establish a source of supply for certain auto, truck, and bus parts as well as to provide Integrated Business Solutions services;

WHEREAS, by becoming a participating member of NJPA, County and its related entities are authorized to utilize the pricing and incentives available to NJPA members;

WHEREAS, County desires to receive auto, truck, and bus parts as well as Integrated Business Solutions services from NAPA;

WHEREAS, County desires to provide space for inventory on the premises of County for use by NAPA and agrees that NAPA will be its primary supplier of the inventory pursuant to the terms herein;

WHEREAS, County and NAPA agree that the NJPA contract is a vehicle by which County may contract directly with NAPA for parts and services, and the terms and conditions of this Agreement, and not the terms and conditions of the NJPA contract, shall govern the relationship of the parties hereto;

WHEREAS, NAPA has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services conform with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by NAPA are in the public's best interest, and that these services are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and NAPA mutually agree as follows:

ARTICLE I

Scope of Services: NAPA agrees to furnish personnel, equipment, vehicles, inventory, and services necessary to manage and operate one (1) full-service on-site vehicle parts shop (On-Site Store) and one (1) self-service vehicle parts shop (Remote-Site Store) at County's locations identified in Exhibit A, marked "Scope of Work," identified herein and made by reference a part hereof. The On-Site Store shall also house Fleet Services inventory. Services shall include, but not be limited to, those tasks as identified in Exhibit A.

The On-Site Store and Remote-Site Store may be serviced and the inventory provided by a NAPA owned store (hereinafter referred to "NAPA owned store") or affiliate store (hereinafter referred to as "NAPA Jobber"). County acknowledges that whether it shall be serviced by a NAPA owned store or a NAPA Jobber shall be determined by NAPA, in its sole discretion, and that if County is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by executing an Assignment Agreement. Simultaneous with the execution of this Agreement, NAPA and County shall execute that certain Assignment Agreement attached hereto as Exhibit B, marked "Assignment," for the purpose of assigning this Agreement to the NAPA Jobber named in the Assignment Agreement.

Unless otherwise indicated, receipt of this executed Agreement is NAPA's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

If a submittal or deliverable is required to be an electronic file, NAPA shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant

shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVI, Default, Termination, and Cancellation, herein.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay NAPA upon the satisfactory completion and County's acceptance of services and inventory purchases in arrears. NAPA shall invoice County for operations services on a monthly basis on approximately the fifth (5th) of each month and inventory purchased pursuant to this Agreement shall be invoiced on a bi-weekly basis. Bi-weekly invoices shall consist of one (1) inventory purchases invoice for the On-Site Store, one (1) inventory purchases invoice for the Remote-Site Store, and one (1) inventory purchases invoice for the Fleet Services Unit (a total of three [3] inventory purchases invoices). Each invoice shall indicate either the West Slope Equipment Shop, East Slope Equipment Shop, or Fleet Services Unit. Invoices shall include documentation for County work order numbers with each part sold as a measure of reconciliation control for County. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered and inventory purchased.

For the purposes hereof, the billing rates shall be in accordance with Exhibit C, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

The overall goal of NAPA's pricing plan is to achieve a ten percent (10%) net profit for NAPA by adjusting the pricing of the inventory to be supplied to County by NAPA pursuant to this Agreement. Inventory costs shall be divided into "NAPA Product Costs," which is the pricing for NAPA supplier manufactured products, and "Non-NAPA Product Costs," which is the pricing for products which have not been manufactured by NAPA suppliers, but which have been acquired for County by NAPA pursuant to this Agreement. An example of a product costs invoice is attached hereto as Exhibit D, marked "Sample Product Costs."

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). NAPA shall use commercially reasonable efforts to locate and check product(s) for the best possible pricing for similar products.

Operational costs including any and all costs and expenses associated with the operation of the On-Site Store and Remote-Site Store, including but not limited to, vehicle delivery costs, salary and benefits payable to NAPA employees at the On-Site Store, worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On-Site Store and inventory, any deductible for losses covered under the personal property, automobile liability, or general liability

insurance policies of NAPA, all equipment supplied by NAPA, and a one percent (1%) accounting fee for inventory purchases inclusive of the ten percent (10%) markup on purchases, shall be invoiced at NAPA's costs without additional markup for the services being billed. An example of a operational cost invoice reflecting such costs and expenses is attached hereto as Exhibit E, marked "Sample Operational Invoice." County acknowledges and agrees that the costs and expenses reflected in Exhibit E are subject to change based on actual monthly costs and expenses.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to County at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to County at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to County at cost.
Net Profit Target	Net profit of 10% for NAPA

In addition, NAPA may use any subcontractor for the procurement of outside purchases (i.e., those parts not traditionally stocked by NAPA), and County shall be billed an additional charge on the product costs invoice for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. County's Contract Administrator, or designee, will provide pre-approval in writing for such outside purchases prior to any outside purchases. County is solely responsible for erroneous instructions by County's Contract Administrator, or designee, to NAPA regarding NAPA's purchases of nontraditional parts, unless County provided prior written notice to NAPA of parts that may be procured by NAPA in relation to this Agreement.

The total amount of this Agreement shall not exceed \$1,750,000, inclusive of all costs, expenses, and parts.

Itemized invoices shall follow the format specified in Exhibit D and Exhibit E, and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect NAPA's charges for the specific parts or services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Services
Department of Transportation
2441 Headington Road
Placerville, California 95667
Attn.: Cierra Garcia

or to such other location as County directs.

In the event that NAPA fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XVI, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: NAPA certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by NAPA to County. NAPA agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, NAPA shall act as contractor only to County and shall not act as contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with NAPA's responsibilities to County during the term hereof.

ARTICLE VII

Confidentiality: NAPA shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. NAPA, and all NAPA's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Services, Department of Transportation, for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: NAPA is engaged by County for its unique qualifications and skills as well as those of its personnel. NAPA shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: NAPA is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. NAPA exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

NAPA shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to NAPA or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Records Examination and Audit Requirements: NAPA and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE XII

Payment of all Federal, State, or City Taxes: Any federal, state, or city tax payable on the articles furnished by NAPA under this Agreement shall be included in rates quoted herein and shall be paid by NAPA.

ARTICLE XIII

Compliance with all Applicable Laws: NAPA shall conform to and abide by all federal, state, and local building, labor, environmental, and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to NAPA, is to be construed to permit work not conforming to these codes.

ARTICLE XIV

Reporting Accidents: NAPA shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

ARTICLE XV

Environmental and Toxic Warranty: NAPA warrants that its operations concerning the services, equipment, and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances, toxic substances, or emissions limits.

ARTICLE XVI

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If

the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of NAPA.
- C. Ceasing Performance: County may terminate this Agreement in the event NAPA ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to NAPA, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, NAPA shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XVII

Purchase and Buy-Back of Inventory: NAPA agrees to purchase County owned inventory in the quantities mutually agreed to by County and NAPA for a total dollar amount of Thirty-Five Thousand Dollars (\$35,000) upon execution of this Agreement.

Upon termination, expiration, or non-renewal of this Agreement, NAPA shall provide County the option to purchase all NAPA and non-NAPA branded Inventory owned by NAPA and located in the On-Site Store and Remote-Site Store at NAPA's current acquisition cost, without markup.

ARTICLE XVIII

Inspections: County may perform inspections as may be required of the On-Site Store and Remote-Site Store which is related to the performance of this Agreement.

ARTICLE XIX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Services
Department of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: Brian Mullens
Deputy Director
Maintenance and Operations

With a copy to:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to NAPA shall be addressed as follows:

To NAPA:

Genuine Parts Company dba
NAPA Auto Parts
2999 Wildwood Parkway
Atlanta, Georgia 30339

Attn.: Michael Picardi

With a copy to:

Riebe's Auto Parts, LLC
dba Bart Industries
5404 Pacific Street
Rocklin, California 95677

Attn.: Jason Stillway

or to such other location as NAPA directs.

ARTICLE XX

Change of Address: In the event of a change in address for NAPA's principal place of business, NAPA's Agent for Service of Process, or Notices to NAPA, NAPA shall notify County in writing as provided in ARTICLE XIX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXI

Indemnity: NAPA shall defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits,

losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with NAPA's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, NAPA, subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers, agents, employees, and representatives, or as expressly prescribed by statute. This duty of NAPA to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXII

Insurance: NAPA shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that NAPA maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of NAPA as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by NAPA in performance of the Agreement.
- D. In the event NAPA is a licensed professional or professional contractor and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. NAPA shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. NAPA agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, NAPA agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and

Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event NAPA fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. NAPA's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of NAPA's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or NAPA shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. NAPA's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event NAPA cannot provide an occurrence policy, NAPA shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XXIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by NAPA under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXIV

Interest of Contractor: NAPA covenants that NAPA presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. NAPA further covenants that in the performance of this Agreement no person having any such interest shall be employed by NAPA.

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 Section 87100 relating to conflict of interest of public officers and employees. NAPA attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of NAPA relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XVI, Default, Termination, and Cancellation, herein.

ARTICLE XXVI

Nondiscrimination:

- A. County may require NAPA's services on projects involving funding from various state and/or federal agencies, and as a consequence, NAPA shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: NAPA and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identify, gender expression, sexual orientation, or sex; NAPA shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2,

Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. NAPA and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, NAPA shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. NAPA's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXVII

California Residency (Form 590): If NAPA is a California resident, NAPA must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. NAPA will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to NAPA during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXVIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIX

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. NAPA warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXX

Licenses: NAPA hereby represents and warrants that NAPA and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for NAPA and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. NAPA and its subcontractors shall obtain or maintain said

applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXXI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Brian Mullens, Deputy Director, Maintenance and Operations, Community Development Services, Department of Transportation, or successor.

ARTICLE XXXIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXIV

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXVI

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXVII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

ARTICLE XXXVIII

Assignment: Pursuant to ARTICLE VIII, Assignment and Delegation, of this Agreement, County approves the assignment of the Agreement from Genuine Parts Company dba NAPA Auto Parts to Riebe's Auto Parts, LLC dba Bart Industries, effective upon execution, and attached hereto as Exhibit B, on the following terms and conditions.

Riebe's Auto Parts, LLC dba Bart Industries assumes all duties, covenants, obligations, and responsibilities, including all indemnity and insurance obligations, of Genuine Parts Company dba NAPA Auto Parts under the Agreement and all amendments thereto, and is responsible for executing, performing, and providing all work and services as of the effective date of this Agreement in accordance with all terms and conditions as set forth in and as defined in this Agreement and all amendments thereto

Requesting Contract Administrator Concurrence:

By: _____
Brian Mullens
Deputy Director
Maintenance and Operations
Community Development Services
Department of Transportation

Dated: _____

Requesting Department Concurrence:

By: _____
Rafael Martinez, Director
Community Development Services
Department of Transportation

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

**-- GENUINE PARTS COMPANY
dba
NAPA AUTO PARTS --**

By: _____

Dated: _____

Tom Skov
Vice President
"NAPA"

By: _____

Dated: _____

Jennifer Ellis
Corporate Secretary

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

Exhibit A

Scope of Work

NAPA shall provide Integrated Business Solutions services and establish inventories in County's designated locations to service the needs of County and to serve as the primary supplier of equipment and automotive replacement parts and other equipment or automotive related maintenance supplies, inventory as well as non-automotive supplies, inventory, and equipment (herein after referred to as the "Inventory") requested by County to serve the needs of County.

County will provide space for the Inventory and operations on the premises of County for the use by NAPA and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

1. NAPA shall establish an On-Site Store at County's location which shall also contain Fleet Services Inventory:

Community Development Services
Department of Transportation
West Slope Equipment Shop
2441 Headington Road
Placerville, CA 95667

NAPA shall establish a Remote-Site Store at County's location:

Community Development Services
Department of Transportation
East Slope Equipment Shop
1121 Shakori Drive
Meyers, CA 95667

Additional locations of County may be added to this Agreement but only by a written amendment executed and agreed to by both County and NAPA.

2. NAPA shall have the following duties and responsibilities during the term of this Agreement:
 - a. NAPA shall operate the On-Site Store and provide the Inventory to the On-Site Store. NAPA shall provide all personnel required to operate the On-Site Store. NAPA and County shall attempt in good-faith to mutually agree upon the identity of the employee selected to staff the On-Site Store. If a NAPA

employee has violated any County workplace policy provided to NAPA in writing, or has violated any applicable laws while on County premises, NAPA agrees to comply with County's request to reassign NAPA's employee from County duty. In all other cases where County wishes to remove or replace any of NAPA's employees, NAPA and County will attempt to resolve County's request by mutual agreement. If NAPA and County fail to mutually resolve a personnel issue after good faith attempt to do so, NAPA agrees to suspend and remove the employee and perform a full investigation. The employee's return to the On-Site Store will be at County's discretion. The working hours of operation for the On-Site Store are Monday through Friday (except Holiday's observed by County), 8:00 am to 4:30 pm, with a one-half (1/2) hour lunch break. NAPA shall provide replacement coverage for the On-Site Store in the event of sick, vacation, or any other leaves.

NAPA shall provide back-up emergency service staff during non-working hour contingencies due to weather related or natural disaster operations requiring NAPA staff to be on-site. Such overtime expense shall be calculated at time and one-half of the actual hourly rates of the responding employee for actual time worked to be charged to County subject County's Contract Administrator's prior written approval (may consist of an email). NAPA shall provide a list of on-call personnel including telephone numbers, who shall be responsible to respond to emergency requests.

- b. NAPA shall not allow the On-Site Store to become littered with trash, rubbish, or waste material and shall maintain the On-Site Store in a neat and orderly condition throughout the term of this Agreement. At the end of each work day, NAPA shall clean up all debris and waste materials generated by the work and shall properly dispose of all trash, rubbish, and waste materials.
- c. NAPA shall manage the Remote-Site Store and provide the Inventory to the Remote-Site Store on an as-needed basis each week.
- d. NAPA shall be wholly responsible for the Inventory at the On-Site Store and at each Remote-Site Store and shall own the Inventory until purchased by County; however, County will reimburse NAPA for any damage or loss to the Inventory at the On-Site and each Remote-Site Store to the extent such loss or damage arises or results from the negligent acts or omissions of County.
- e. In those circumstances when delivery is required by County, NAPA shall provide Inventory to County's locations on a daily basis. In addition, NAPA shall accelerate delivery on Inventory items County requires to be delivered on an expedited basis. NAPA shall make all reasonable efforts to ensure prompt delivery to County's location(s) requesting Inventory. If NAPA is unable to provide the delivery in the time needed due to extreme weather conditions, County will have authorization to pick up the Inventory from the closest NAPA store locations including:

- i. Riebe's Auto NAPA, 2885 Ray Lawyer Dr., Placerville, CA 95667.
- ii. Lakeside Auto NAPA, 1935 Lake Tahoe Blvd, South Lake Tahoe, CA 96150.
- iii. North Lake Auto NAPA, 295 N. Lake Blvd., Tahoe City, CA 96145.

Inventory picked up from any of the NAPA store locations shall be invoiced to County in accordance with ARTICLE III, Compensation for Services.

- f. NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On-Site and Remote-Site Stores. NAPA shall provide computer ordering and cataloging to each Store through its proprietary Total Automotive Management System (TAMS), which it cannot assign nor leave with County upon Agreement termination or expiration.
- g. NAPA shall enter purchased Inventory onto designated work orders/service requests into County's Equipment and Vehicle Part Tracking Systems on a daily basis. Training and credentials for this service will be provided to NAPA by County.
- h. Inventory parts owned by County and those owned by NAPA shall be maintained and managed by NAPA in the TAMS system and have ownership designation coding assigned to each part. As County-owned parts and supplies are distributed and depleted by NAPA, NAPA shall replenish and retain ownership of replenished inventory parts and supplies until the point of sale is made to County via County work order.
- i. NAPA shall allow County the right to determine specialty parts that are required to be maintained in active Inventory for equipment that may be required when emergency operations arise.
- j. NAPA shall create a separate account for the On-Site Store, Remote-Site Store, and Fleet Services Unit and shall provide monthly and bi-weekly invoices in accordance with ARTICLE III, Compensation for Services. Bi-weekly invoices shall include documentation for County work order numbers with each part sold as a measure of reconciliation control for County.

6. Parts/Supplies Warranties:

All products, parts, and supplies provided pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall be responsible to provide reasonable efforts in processing all

warranty claims for defective products against the manufacturer, providing replacement products or refund of cost, as appropriate.

NAPA shall not be held responsible for non-inventory products, parts, or supplies which were directed by County for NAPA to purchase when such warranty issues occur on items outside of NAPA's supply chain; however, NAPA shall provide reasonable assistance in such cases as a professional courtesy.

7. Physical Inventory:

A full and comprehensive physical counting of County's Inventory shall be conducted by NAPA and County prior to NAPA taking over the operations and control of County's Inventory at a time mutually agreed upon by NAPA and County. NAPA shall work with County in identifying any corrections or discrepancies that may be found and reconcile such discrepancies in order to provide NAPA with a verified correct Inventory for initial operations by NAPA. The final Inventory results from this physical count shall be mutually agreed to by both NAPA and County as the absolute correct count for operations to begin with in NAPA's TAMS Inventory system.

NAPA shall obtain written concurrence from County regarding Inventory counts as new Inventory is stocked by NAPA. In addition, NAPA may periodically perform a physical counting of their Inventory at the On-Site and Remote-Site Stores. NAPA shall confer with County regarding any missing Inventory. If County agrees the Inventory is missing, NAPA shall provide County a form detailing the Inventory and County's Contract Administrator, or designee, will sign the form which shall be provided to County as backup documentation for the charges appearing on NAPA's invoice.

County will perform a full and comprehensive physical counting of County's remaining Inventory on an annual basis and will require access to any County owned Inventory located in the On-Site Store and Remote-Site Store. County will provide written notice to NAPA (may consist of an email) of the scheduled Inventory count.

8. County will have the following duties and responsibilities during the term of this Agreement:

- a. County will provide, at its sole expense, usable space for NAPA's On-Site Store and the Inventory. County will provide access to restroom facilities for NAPA's employees. Further, County will provide, at its sole expense, all utilities, including electrical power, water, sanitation, sewer, lighting, telephone, heat, air conditioning, computer lines, janitorial in common areas, trash, and recycling dumpsters.
- b. County will utilize NAPA as its primary supplier of the Inventory under this Agreement. County reserves the right to purchase any item outside of this

Agreement where it is determined to be more economical or timely, so long as such purchase does not result in NAPA no longer being County's primary supplier, in which case NAPA may terminate this agreement in accordance with ARTICLE XVI, Default, Termination, and Cancellation.

- c. County will provide and maintain a security system for the On-Site Store and Remote-Site Store. Access to the secured areas shall only be allowed by NAPA and County staff who are approved by NAPA. Any other County staff, outside vendors, NAPA staff, or agents shall not be permitted to enter the secured area(s) unless accompanied by NAPA or authorized representative.

The On-Site Store and Remote-Site Store access is by a key-fob electronic door locking system which has reporting capability for date/time and identity of entry, as well as two (2) cameras in the On-Site Store and one (1) camera in the Remote-Site Store to record items taken from the warehouse.

Inventory taken from the On-Site Store and Remote-Site Store after NAPA hours by County are to be recorded on a log and provided to NAPA (emailed from Tahoe) on the next business day to confirm and rectify in the systems to work orders. County Shop Supervisors will be responsible to review all work orders' process and completion to verify all Inventory charged to the work order are correct and installed, or confirmed returned, as reported.

- d. County will provide information regarding changes in the fleet and equipment Inventory as soon as possible. Fleet changes include, but are not limited to, the removal of types of vehicles/equipment and the addition of new types and models of vehicles and equipment which the Inventory will support.
- e. County will not intermingle any non-inventory part(s) owned by County which are not listed on the Inventory managed by NAPA. Any such non-inventory parts are to be stored in a separate area outside of the parts room managed by NAPA. NAPA shall not be responsible for any parts or supplies not listed in the TAMS Inventory system.
- f. County will, at all times during the term of this Agreement, at County's sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory, or other personal property located in the On-Site Store and Remote-Site Store) the roof, exterior walls, foundation, and structural portions of the On-Site Store and Remote-Site Store and all portions of the electrical and plumbing systems lying outside of the On-Site Store and Remote-Site Store but serving the On-Site Store and Remote-Site Store.

**Genuine Parts Company
dba
NAPA Auto Parts**

**EXHIBIT B
ASSIGNMENT**

See attached.

DRAFT

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY dba NAPA Auto Parts, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over, and delivers to Riebe's Auto Parts, LLC dba Bart Industries, a limited liability company (hereinafter "Assignee"), all of Assignor's rights, obligations, and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Vendor Managed Inventory Supply Agreement dated _____ by and between Genuine Parts Company dba NAPA Auto Parts and the County of El Dorado, a political subdivision of the State of California (the "Vendor Managed Inventory Supply Agreement").

Location(s): On-Site Store

Community Development Services
Department of Transportation
2441 Headington Road
Placerville, CA 95667

Remote-Site Store

Community Development Services
Department of Transportation
1121 Shakori Drive
Meyers, CA 95667

Assignee hereby accepts the assignment of the Vendor Managed Inventory Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Vendor Managed Inventory Supply Agreement at the times and in the manner set forth in said Vendor Managed Inventory Supply Agreement, and shall be bound by all other terms, covenants, and conditions of said Vendor Managed Inventory Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

The County of El Dorado hereby consents to the above assignment of the Vendor Managed Inventory Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on _____.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 20__.

ASSIGNOR:

GENUINE PARTS COMPANY
dba NAPA Auto Parts

By: _____
Name: Tom Skov
Its: Vice President

By: _____
Name: Jennifer Ellis
Its: Corporate Secretary

Agreed and acknowledged:

County of El Dorado

By: _____
Board of Supervisors
"County"

Attest:

James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

ASSIGNEE:

Riebe's Auto Parts, LLC
dba Bart Industries

By: _____
Name: Jason Stillway
Its: Chief Operations Officer

**Genuine Parts Company
dba
NAPA Auto Parts**

Exhibit C

Rate Schedule

Item	Rate
LABOR*	
Counterman	\$13.00 – 26.00 / hour
Office	\$11.00 – 18.00 / hour

*Overtime is calculated at 1.5 times the actual hourly rates of the service employee.

DIRECT COSTS	
Vehicle Delivery (includes driver)	\$35.00 / hour
NAPA Product Costs*	10% Gross Profit
Non-NAPA Product Costs**	10% Gross Profit
Operational Costs	At Cost
Accounting Fees (gross profit on parts)	1%

* NAPA Product Costs is the pricing of NAPA supplier manufacturer products, billed at a 10% gross profit rate (gross profit is store acquisition cost divided by .90).

** Non-NAPA Product Costs is the pricing of products which have not been manufactured by NAPA suppliers, but which have been acquired for County use by Contractor, billed at a 10% gross profit rate (gross profit is store acquisition divided by .90).

BILL TO El Dorado County-Fleet Managem
 2443 Headington Rd
 PLACERVILLE, CA 95667

INVOICE

ACCT#	SM#	PAGE
12802	58	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/09/2008	PMT	411-90908	54.14 Cr	031077
11/02/2009	PMT	411-110209	1.68 Cr	CC
03/16/2017		318-964135	14.59	BOBBY
07/14/2017		318-1816	38.69 Cr	39264
11/06/2017		318-36349	348.51 Cr	
02/12/2018		318-62169	158.46	20-716
02/12/2018		318-62199	145.43	BOBBY
02/13/2018		318-62350	18.00 Cr	81449
02/13/2018		318-62395	334.83	STOCK
02/14/2018		318-62707	765.37	stock
02/14/2018		318-62855	17.20	THANK YOU
02/21/2018		318-64687	4.06	THANK YOU
02/27/2018		318-66301	289.37	STOCK
03/02/2018		318-67228	66.78	19124
03/06/2018		318-68084	129.21	shop
03/13/2018		318-69970	64.93	14-428
03/15/2018		318-70739	111.52	vec # 14-907
03/21/2018		318-72254	17.15	bobby
03/21/2018		318-72256	37.29	bobby
03/22/2018		318-72392	6.60 Cr	90414
03/22/2018		318-72454	51.28	05-911
03/27/2018		318-73462	451.38	STOCK
03/27/2018		318-73534	58.58	07 039
03/29/2018		318-74402	1,418.92	STOCK
03/29/2018		318-74403	122.20	SUPPLIES

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
2,522.64	1,696.72	0.00	428.43 Cr
DATE 03/31/2018	Total Owed		3,790.93
TERMS Net 10th	Total Dating		0.00
STORE 900002327	Total Due -->		3,790.93

RIEBES AUTO PARTS - BART INDUSTRIES
 5404 PACIFIC ST
 ROCKLIN, CA 95677

ACCT#	BILL TO	TOTAL NOW DUE
12802	El Dorado County-Fleet Managem	3,790.93
CLOSING DATE	03/31/2018	AMOUNT ENCLOSED \$

Genuine Auto Parts
 doing business as
 NAPA Auto Parts

Exhibit E

Sample Operational Invoice



Account # 123EDC

Invoice # 1234

Date 6/1/18

Charges for the Month of May, 2018

IBS Operation Invoice(Example Only)

Projected IBS Expenses	
Parts Purchases	59,600
Operation Expense and Fees:	
Accounting Fees: 1% of Parts Purchases	590
Total Fees	590
Counter/Office Salaries	3,987
Pension	200
Insurance	596
Workers Comp Insurance	153
FICA/SECA/FUI/SUI	360
Total IBS Payroll	5,296
Annual Inventory Count	0
Delivery Truck Hourly Charge	0
Store Expenses	100
Personal Property Taxes	25
General Liability Insurance	25
Inventory Computer	1,050
Freight & Postage	300
Training	26
Total Misc. Expense	1,526
Total Operation Expenses & Fees:	7,412
Miscellaneous Discounts	0
Total Expenses & Fees less Discounts	7,412
TOTAL DUE	\$7,412.00