

ORIGINAL

Riebe's Auto Parts, LLC
doing business as
Bart Industries

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #2801

THIS FIRST 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 Riebe's Auto Parts, LLC, a Georgia limited liability company, doing business as Bart Industries, whose principal place of business is 5404 Pacific Street, Rocklin, California 95677 (hereinafter referred to as "Contractor");

RECITALS

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, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, pursuant to a competitive bidding and selection process by NJPA, NJPA and NAPA executed contract #061015 on July 21, 2015, amended by that certain First Amendment to Contract #06015-GPC dated May 30, 2018, and Second Amendment to Contract #061015-GPC dated November 20, 2019 (hereinafter, the "Original NJPA Contract"), to establish a source of supply for certain auto, truck, and bus parts as well as to provide Integrated Business Solutions services;

WHEREAS, County is a participating member of NJPA and is authorized to utilize the cooperative purchasing contracts available to NJPA members;

WHEREAS, on June 6, 2018, NJPA legally changed its name to Sourcewell;

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

WHEREAS, on June 12, 2018, Genuine Parts Company dba NAPA Auto Parts assigned all of its rights, obligations, and interest to Riebe's Auto Parts, LLC dba Bart Industries;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date to December 29, 2024, 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 \$3,750,000, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the retention period of records to six (6) years in accordance with the Sourcewell contract #110520-GPC, amending **ARTICLE XI, Records Examination and Audit Requirements**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. All references to Community Development Services, Department of Transportation, throughout the Agreement shall read Department of Transportation.
- II. All references to NJPA throughout the Agreement shall read Sourcewell.
- III. **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 December 29, 2024.

- IV. **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 shall not exceed \$3,750,000, inclusive of all costs, taxes, expenses, and parts.

- V. **ARTICLE XI, Records Examination and Audit Requirements**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XI

Records Examination and Audit Requirements: Contractor 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 six (6) 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.

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 First Amendment to Agreement for Services # 2801 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  _____

Dated: 5/4/21 _____


Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By:  _____
Deputy Clerk

Dated: 5/4/21 _____

-- RIEBE'S AUTO PARTS, LLC
doing business as
BART INDUSTRIES --

By:  _____

Dated: 3/8/21 _____

Bart Riebe
Chief Executive Officer
"Contractor"