

Genuine Parts Company
doing business as
NAPA Auto Parts

Vendor Managed Inventory Supply

AGREEMENT FOR SERVICES #9549

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, a Georgia corporation duly qualified to conduct business in the State of California, doing business as NAPA Auto Parts whose principal place of business is 2999 Wildwood Parkway, Atlanta, Georgia 30339, and whose local address is 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, in providing vendor managed inventory services;

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell, a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and NAPA executed contract #090624-GPC (Sourcewell Contract) on December 26, 2024, to establish a source of supply for certain auto, truck, and bus parts as well as to provide Integrated Business Solutions services to County;

WHEREAS, by becoming a participating member of Sourcewell, County and its related entities are authorized to utilize the pricing and incentives available to Sourcewell 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 Sourcewell 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 Sourcewell Contract, shall govern the relationship of the parties hereto;

WHEREAS, NAPA has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity 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 there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), 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 Work: NAPA is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

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. The On-Site Store shall also house Fleet Services inventory. Services shall include at a minimum, those tasks as identified in Exhibit A.

Deliverables shall be submitted via electronic file and NAPA shall produce the file using Microsoft Office (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the 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. NAPA shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XVII, Default, Termination, and Cancellation, herein.

NAPA shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. NAPA is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work are the responsibility of NAPA unless specifically described as a task or item of work to be provided by County.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire December 28, 2028. County reserves the right to extend this Agreement for up to three (3) additional one (1) year terms if these provisions are exercised in Sourcwell contract #090624-GPC. Such extension options shall be on the same pricing, terms, and conditions provided herein.

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 work, in arrears. NAPA shall invoice County for operations services on a monthly basis on approximately the twentieth (20th) 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.

The overall objective of County's pricing plan is for NAPA to provide equipment and automotive replacement parts and other equipment or automotive related maintenance supplies, as well as non-automotive supplies and equipment ("Products") in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by County of the On-Site Store's and Remote-Site Store's operating costs. By billing County for these two categories, NAPA will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

- a. **Product Price.** The pricing of the Products to be supplied to County by NAPA pursuant to this Agreement shall be divided into: 1) "**NAPA Product Price**," which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "**Non-NAPA Product Price**," which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for County by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with this Article III and Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof. Examples of product cost invoices are attached hereto as Exhibit C, marked "Sample Product Cost Invoices," incorporated herein and made by reference a part hereof. NAPA shall use commercially reasonable efforts to locate and check product(s) for the best possible pricing for similar products.
- b. **Operational Costs.** Operational Costs shall mean any and all costs and expenses associated with the operation of the On-Site Store and Remote-Site Store, including at a minimum, vehicle delivery costs, vehicle gas and maintenance 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, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, general office expenses, shared service expenses, and a one percent (1%) accounting fee for

inventory purchases inclusive of the ten percent (10%) gross profit on purchases. To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On-Site Store location is charged certain corporate allocation expenses for various line items as reflected in Exhibit D, marked "Sample Operational Invoice," incorporated herein and made by reference a part hereof. The corporate allocation expenses are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paperwork and filing at the On-Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency. County acknowledges and agrees that the costs and expenses reflected in Exhibit D are subject to change based on actual monthly costs, expenses and Corporate Allocation Expenses incurred relative to the operation of the On-Site Store and Remote-Site Store.

PRICING PLAN SUMMARY

Napa Product Price	Billed to County at a ten percent (10%) gross profit rate (The formula for NAPA Product Price for County is the Current NAPA Jobber Acquisition Cost divided by .90). A NAPA Jobber is an independent NAPA store owner. This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$1.00. County's price would be $\$1.00/.90=\1.11 . Current NAPA Jobber Acquisition Cost shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list.
Non-NAPA Product Price	Billed to County at a ten percent (10%) gross profit rate (The formula for Non-NAPA Product Price for County is the current product acquisition cost divided by .90). This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. County's price would be $\$1.00/.90=\1.11
Operational Cost	Billed to County in accordance with Article III (b) Operational Costs above (without any gross profit addition as shown above for NAPA/non-NAPA Product Price).
Net Profit Target	Net profit of ten percent (10%) for NAPA after Products and Operational Costs are billed to County.

In addition, NAPA may use any subcontractor for the procurement of outside purchases (i.e., those parts or services not traditionally stocked or performed by NAPA), and County shall be billed an additional charge 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 or services, unless County provided prior written notice to NAPA of parts or services that may be procured by NAPA in relation to this Agreement.

The total amount of this Agreement shall not exceed \$4,000,000, inclusive of all costs, taxes, and expenses.

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

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

Attn.: Ashley Johnson
Senior Administration Analyst

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 XVII, 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

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for NAPA's records but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in

copyright therein shall be retained by County. NAPA shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VI

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 VII

NAPA 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 understood that this Agreement does not create an exclusive relationship between County and NAPA, and NAPA may perform similar work or services for others. However, NAPA shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with NAPA's responsibilities or hinder NAPA's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VIII

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 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 IX

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; provided, however, that NAPA will be permitted to utilize any third-party supplier or manufacturer of the Products sold hereunder without first obtaining the prior written consent of County.

ARTICLE X

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. 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, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by NAPA. Those persons will be entirely and exclusively under the direction, supervision, and control of NAPA.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the

completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which NAPA performs the work or services for accomplishing the results. NAPA understands and agrees that NAPA lacks the authority to bind County or incur any obligations on behalf of County.

NAPA, including any subcontractor or employees of NAPA, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. NAPA shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes NAPA. NAPA shall not be subject to the work schedules or vacation periods that apply to County employees.

NAPA shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that NAPA provides for its employees.

NAPA acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

ARTICLE XI

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 XII

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 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.

ARTICLE XIII

Payment of all Federal, State, or Local Taxes: County will pay itemized, correctly stated government-imposed taxes for all products and services sold and provided hereunder to County, unless County is exempt from paying any such taxes and provides NAPA with a valid tax exemption certificate evidencing such exemption. County shall not, however, be responsible for any taxes imposed on, or with respect to, NAPA's income, revenue or gross receipts. All such taxes will be shown as separate line items on NAPA's invoice and charged to County.

ARTICLE XIV

Compliance with all Applicable Laws: NAPA shall conform to and abide by all applicable 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 XV

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 XVI

Environmental and Toxic Warranty: NAPA warrants that its operations concerning the services 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 or toxic substances.

ARTICLE XVII

Default, Termination, and Cancellation:

A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

2. If County terminates this Agreement, in whole or in part, for default:

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and may pursue all remedies available to it at law or in equity, including without limitation, remedies at law in a court of competent jurisdiction.
- b. County shall pay NAPA the sum due to NAPA under this Agreement prior to termination.
- c. County may require NAPA to transfer title and deliver to County any completed work under the Agreement that is fully paid for by County.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
- b. A representation or warranty made by NAPA in this Agreement proves to have been false or misleading in any respect.
- c. NAPA fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
- d. A violation of ARTICLE XXVI, Conflict of Interest.

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of NAPA.

- C. **Ceasing Performance:** County may terminate this Agreement immediately 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, for convenience upon thirty (30) calendar days' written Notice of Termination. Likewise, NAPA may terminate this Agreement at any time for its convenience by giving County at least sixty (60) days prior written notice of such termination. If such termination is effected by either party, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to or delivered by NAPA, and for any other services that County agrees, in writing, to be necessary for contract resolution as well as all other undisputed amounts due and owing to NAPA at the time of termination. 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 XVIII

Purchase and Buy-Back of Inventory: Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require County to purchase all non-NAPA branded Inventory owned by NAPA and located in the On-Site Store and Remote-Site Store at NAPA's current product acquisition cost, and County shall have the option to purchase all NAPA branded Inventory, owned by NAPA and located in the On-Site Store and Remote-Site Store at the Current NAPA Jobber Acquisition Cost. Upon County's request, NAPA shall provide County with a listing of all NAPA and non-NAPA branded Inventory owned by NAPA and located in the On-Site Store and Remote-Site Store.

ARTICLE XIX

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 upon providing at least two (2) business days' prior written notice to NAPA.

ARTICLE XX

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
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
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer, MPA, CPPO
Procurement and Contracts Manager

or to such other location as County directs.

Notices to NAPA shall be addressed as follows:

Genuine Parts Company
dba NAPA Integrated Business Solutions
4635 Northgate Boulevard
Sacramento, California 95834

Attn.: Sean Brown, IBS District Manager

or to such other location as NAPA directs.

ARTICLE XXI

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 XX, 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 XXII

Indemnity: To the fullest extent permitted by law, NAPA shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 the acts or omissions of NAPA or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the active negligence, sole negligence, or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of NAPA to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of NAPA are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXIII

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 (providing scope of coverage equivalent to ISO policy form CG 00 01) 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. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- 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. County agrees that this Section D does not apply to NAPA, and as such, NAPA is not required to provide Professional Liability Insurance hereunder.
- 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 NAPA 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 thirty (30) days 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 in respect to 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 in respect to 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 XXIV

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXV

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXVI

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 consultant 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 consultants 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, nor any officer or employee of the 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 XVII, Default, Termination, or Cancellation.

ARTICLE XXVII

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 identity, gender expression, sexual orientation, or sex; NAPA shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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 section 12990 and California Code of Regulations, Title 2, section 11102.

ARTICLE XXVIII

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 XXIX

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 XXX

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 XXXI

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 XXXII

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 XXXIII

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

ARTICLE XXXIV

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 XXXV

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXVI

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 XXXVII

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 XXXVIII

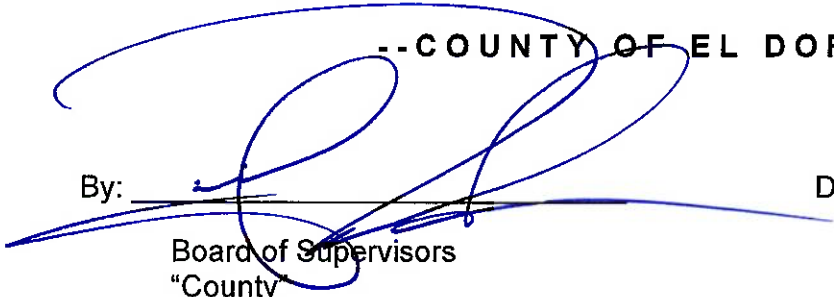
Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIX

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.

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

--COUNTY OF EL DORADO--

By: 

Board of Supervisors
"County"

Dated: 7/29/2025

Attest:

Kim Dawson

Clerk of the Board of Supervisors

By: Kaylee Runlee

Deputy Clerk

Dated: 7/29/2025

--GENUINE PARTS COMPANY

doing business as

NAPA AUTO PARTS--

By: Riley G. Pratt

Riley G. Pratt (May 19, 2025 09:43 MDT)

Riley Pratt
Vice President
"NAPA"

Dated: 05/19/2025

By: Christopher T. Galla

Christopher T. Galla (May 20, 2025 13:09 EDT)

Christopher Galla
Senior Vice President, General Counsel, and Corporate Secretary

Dated: 05/20/2025

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" or "Products") 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. **Primary Supplier** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of County.

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

Department of Transportation
West Slope Equipment Shop
2441 Headington Road
Placerville, California 95667

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

Department of Transportation
East Slope Equipment Shop
1121 Shakori Drive
Meyers, California 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. The working hours of operation for the On-Site Store are Monday through Friday (except County-recognized holidays), 8:00 a.m. to 4:30 p.m. (Pacific), 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 to 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 workday, 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. County hereby assumes and shall bear the entire risk of loss and damage to the Inventory located in the On-Site Store and Remote-Site Store, except for loss or damage arising out of the acts, errors or omissions of NAPA. NAPA shall invoice County for any such loss of or damage to the Inventory located in the On-Site Store and Remote-Site Store, and County will pay such invoiced amount to NAPA in accordance with the payment terms set forth in Article III, Compensation for Services, in the Agreement.
- 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 Drive, Placerville, California 95667.
 - ii. Lakeside Auto NAPA, 1935 Lake Tahoe Boulevard, South Lake Tahoe, California 96150.
 - iii. North Lake Auto NAPA, 295 N. Lake Boulevard, Tahoe City, California 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 shall 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.

3. Parts/Supplies Warranties:

All Products 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. The manufacturer's warranty will be the sole and exclusive remedy of the County in connection with any claims concerning the Products supplied to County pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to County upon request.

NAPA shall not be held responsible for non-NAPA branded 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.

4. 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. Such notice must be provided at least five (5) business days prior to the date of the counting.

5. 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 XVII, Default, Termination, and Cancellation. If NAPA is unable to provide a product in the time needed by County and the product is not available at the closest NAPA store location identified in section 2(e) above, then County is authorized to purchase the item outside of the Agreement and the purchase will not be considered in determining whether NAPA is the County's primary supplier.

- 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 at a minimum, 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
doing business as
NAPA Auto Parts

Exhibit B

Rate Schedule

Item	Rate
LABOR*	
Counterman	\$13.00 – 28.77 / hour
Office	\$11.00 - 18.00 / hour

*Overtime is calculated at one and one-half (1.5) times the actual hourly rates of the service employee. Overtime rates shall be charged for all hours worked by a single employee in excess of eight (8) hours in any workday.

DIRECT COST	
Vehicle Delivery (includes driver)	\$35.00 / hour
NAPA Product Price*	10% Gross Profit
Non-NAPA Product Price**	10% Gross Profit
Operational Costs	Billed to County in accordance with Article III (b) in the Agreement above (without any gross profit addition as shown above for NAPA/non-NAPA Product Price).
Accounting Fees (gross profit on parts)	1%

* NAPA Product Price is the pricing of NAPA branded or NAPA cataloged supplier manufactured products, billed at a ten percent (10%) gross profit rate (the formula for NAPA Product Price for County is the Current NAPA Jobber Acquisition Cost divided by .90).

** Non-NAPA Product Price is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system, but which have been acquired for County by NAPA pursuant to this Agreement, billed at a ten percent (10%) gross profit rate (The formula for Non-NAPA Product Price for County is the current product acquisition cost divided by .90).

Genuine Parts Company

dba NAPA Auto Parts

Exhibit C



Sample Product Cost Invoices
AUTO PARTS

5404 Pacific Street

Rocklin, CA 95677

PH - (916)745-1080

FAX - (916)251-5414

Invoices at epaperlessoffice.epartconnection.com - Office email hdqoffice@riebe.com

SOLD TO	8900994 IBS EL DORADO COUNTY -WS SUPPLIES 2441 HEADINGTON ROAD PLACERVILLE, CA 95667	INVOICE NUMBER	47504
		DATE PAGE	3/6/2025 1/1

DESCRIPTION	TOTAL
02/01/2025 - 02/28/2025 Parts Billing	\$ 370.54
DOT _____ _____ _____ _____	

SUBTOTAL \$ 370.54
ADDITIONAL FEES \$ -

INVOICE TOTAL \$ 370.54



Genuine Parts Company
P.O. Box 2047
Norcross, GA 30091

ACCOUNT NO: 8900994

Page 1 of 2

CURRENCY USD
CLOSING DATE 02/28/2025
TERMS 20th Prox

TOTAL AMT DUE THIS MONTH \$5,175.25

FEBRUARY STATEMENT

AMOUNT PAID \$ _____

PLEASE MAKE CHECKS PAYABLE TO: NAPA AUTO PARTS

IBS EL DORADO CO - WS SUPPLIES
NEED CONTACT
2441 HEADINGTON ROAD
PLACERVILLE, CA 95667

REMIT TO: NAPA AUTO PARTS
File 56893
Los Angeles, CA 90074-6893

DETACH AND RETURN TOP PORTION WITH PAYMENT



+



If you are paying the amount in full, please remember to send the remit (perforated section above). If you are making a partial payment, please circle, check or highlight the invoice numbers on the attached Statement to instruct us on how to apply your partial payment. This applies to payments that are mailed or made at your NAPA Store.

Note: If remit/invoice payment detail is not provided with your payment, NAPA reserves the right to apply your payment starting with the oldest unpaid invoice.

Your  account is now online at
www.NAPAaccount.com

**

Visit us today to view and pay your statements and invoices in minutes!

You will have access to:

- Copies of statements and invoices
- Receive monthly statement via E-mail
- Up-to-date account balance
- Last ePayment and date received
- Link multiple accounts to a single user
- Pay your account with NAPA e-Pay

First Time Users:

- Click on **Sign Up Now** in the 'Need an Account' section
- In the 'User Information' section, enter the requested information.
- In the 'Account Information' section, enter your Customer Number, a recent Invoice # (within last 6 months), and the amount of that invoice.
- You will receive an email to verify the registration -- click the link and log in.

If you have questions call (877) 558-9287, press 1.

We provide more timely and accurate information to the business community by sharing our accounts receivable information with various credit reporting agencies.

PLEASE SEE BACK OF PAGE FOR YOUR ACCOUNT DETAILS

THIS SECTION INTENTIONALLY LEFT BLANK



Visit our website for invoice copies and to make a payment.

Page 2 of 2

WWW.NAPAaccount.com

CUSTOMER NAME: IBS EL DORADO CO - WS SUPPLIES

ACCOUNT NO:
8900994

TERMS
20th Prox

TOTAL AMT DUE THIS MONTH \$5,175.25

CLOSING DATE
02/26/2025

AGED ACCOUNT STATUS			
Current 370.54	Total Past Due 4,804.71	Amounts Due Future Months 0.00	Total Open 5,175.25
Past Due 1 - 30 Days 1,618.65	Past Due 31 - 60 Days 1,007.04	Past Due 61 - 90 Days 0.00	Past Due 90+ Days 2,179.02

Inv. Date	Due Date	Type Code	Invoice #	P.O. #	Open Amount	Explanation
01/01/22	02/20/22		BAL FWD RBL STR 030		956.06	
06/06/24	07/20/24	INV	45282	994	408.35	
06/12/24	07/20/24	INV	45356	994	94.72	
06/14/24	07/20/24	INV	45379	994	163.83	
06/18/24	07/20/24	INV	45396	994	157.87	
06/20/24	07/20/24	INV	45418	994	176.95	
06/21/24	07/20/24	INV	45425	994	84.73	
06/26/24	07/20/24	INV	45452	994	136.51	
12/02/24	01/20/25	INV	46746	994	214.50	
12/10/24	01/20/25	INV	46842	994	33.05	
12/11/24	01/20/25	INV	46850	994	40.00	
12/12/24	01/20/25	INV	46875	994	339.55	
12/16/24	01/20/25	INV	46906	994	9.52	
12/23/24	01/20/25	INV	46960	994	370.42	
01/03/25	02/20/25	INV	47002	994	25.14	
01/09/25	02/20/25	INV	47051	994	109.97	
01/13/25	02/20/25	INV	47084	994	55.23	
01/15/25	02/20/25	INV	47087	994	623.77	
01/16/25	02/20/25	INV	47119	994	42.01	
01/21/25	02/20/25	INV	47138	994	61.55	
01/29/25	02/20/25	INV	47179	994	125.16	
01/30/25	02/20/25	INV	47224	994	575.82	
02/13/25	03/20/25	INV	47345 ✓	994	155.61	
02/13/25	03/20/25	INV	47346 ✓	994	29.50	
02/19/25	03/20/25	INV	47386 ✓	993	95.45	
02/26/25	03/20/25	INV	47435 ✓	994	89.98	
Total Current Due					5,175.25	

INV - Invoice
Genuine Parts Company
dba NAPA Auto Parts

CR - Credit Memo

DED - Charge Back

OA - On Account Payment

OC - Finance Charge

3 of 7

#9549
Exhibit C



AUTO PARTS

900002059

NAPA Auto Parts - SAC059
2441 Headington rd
Placerville, CA 95667

Time: 09:59 Invoice Number 047345

Date: 02/13/2025



Page: 1/1 eInvoice# SAC00059047345

994

IBS EL DORADO CO - WS SUPPLIES
2441 HEADINGTON ROAD

994

PLACERVILLE, CA 95667-0000

Anticipated Time:
Attention:
Tax Exemption:

PO#: 994

Terms: T - NET 10TH

SOLD TO

Part Number	Line	Description	Quantity	Price	Net	Total
4058	FIL	NAPACOOOL	6.00	60.32	14.4600	86.76
540385	9HW	PIPE DOPE	1.00	0.00	8.3200	8.32
X003XN1FHR	8AM	AAA BATTERY	1.00	0.00	28.8800	28.88
B09RTVD1GF	8AM	AA BATTERY	1.00	0.00	21.1300	21.13
						TR
						T
						T
						T

Employee: 805 , 319 ADAM

Sales Rep: 19 , open

Accounting Day: 9

Subtotal 145.09
725 Percent 7.2500% 10.52

Total 155.61

Charge Sale 155.61

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE
Remit to NAPA Auto Parts
File 56893 Los Angeles
CA 90074-6893

Genuine Parts Company
dba NAPA Auto Parts

#9549

Exhibit C

4 of 7



AUTO PARTS

900002059

NAPA Auto Parts - SAC059
2441 Headington rd
Placerville, CA 95667

Time: 10:20

Date: 02/13/2025

Page: 1/1

Invoice Number 047346



eInvoice# SAC00059047346

994

IBS EL DORADO CO - WS SUPPLIES
2441 HEADINGTON ROAD
994
PLACERVILLE, CA 95667-0000

Anticipated Time:
Attention:
Tax Exemption:

PO#: 994

Terms: T - NET 10TH

Part Number	Line	Description	Quantity	Price	Net	Total
H-176	NBH	FUEL LINE HOSE	21.00	3.62	1.3100	27.51

Employee: 805 , 319 ADAM
Sales Rep: 19 , open
Accounting Day: 9

Subtotal 27.51
725 Percent 7.2500% 1.99

Total 29.50

Charge Sale 29.50

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE
Remit to: NAPA Auto Parts

File 56893 Los Angeles

Genuine Parts Company
dba NAPA Auto Parts

5 of 7

#9549
Exhibit C

STORE COPY



AUTO PARTS

900002059

NAPA Auto Parts - SAC059
2441 Headington rd
Placerville, CA 95667

Time: 07:45

Date: 02/19/2025

Page: 1/1

Invoice Number 047386



eInvoice# SAC00059047386

994

IBS EL DORADO CO - WS SUPPLIES
2441 HEADINGTON ROAD
994
PLACERVILLE, CA 95667-0000

Anticipated Time:
Attention:
Tax Exemption:
PO#: 993
Terms: T - NET 10TH

Part Number	Line	Description	Quantity	Price	Net	Total
92-0146	ECH	TPMS VALVE	50.00	4.39	1.7800	89.00 T

Employee: 805 , 319 ADAM
Sales Rep: 19 , open
Accounting Day: 12

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE
Remit to NAPA Auto Parts
File 56893 Los Angeles
CA 90074-6893

Genuine Parts Company
dba NAPA Auto Parts

Subtotal 89.00
725 Percent 7.2500% 6.45

Total 95.45

Charge Sale 95.45

STORE COPY

6 of 7

#9549

Exhibit C



AUTO PARTS

900002059

NAPA Auto Parts - SAC059
2441 Headington rd
Placerville, CA 95667

Time: 06:51

Date: 02/26/2025

Page: 1/1

Invoice Number 047435



eInvoice# SAC00059047435

994

IBS EL DORADO CO - WS SUPPLIES
2441 HEADINGTON ROAD
994
PLACERVILLE, CA 95667-0000

Anticipated Time:
Attention:
Tax Exemption:

PO#: 994
Terms: T - NET 10TH

Part Number	Line	Description	Quantity	Price	Net	Total
205982	9HW	GORILLA TAPE	2.00	0.00	15.5400	31.08 T
205986	9HW	GORILLA TAPE	2.00	0.00	15.5400	31.08 T
581205	9HW	HOSE WASHER	2.00	0.00	4.7700	9.54 T
865345	9HW	BLUE TAPE	1.00	0.00	5.5400	5.54 T
865352	9HW	BLUE TAPE	1.00	0.00	6.6600	6.66 T

Employee: 805 , 319 ADAM
Sales Rep: 19 , open
Accounting Day: 16

Subtotal 83.90
725 Percent 7.2500% 6.08

Total 89.98

Customer Signature

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE
Remit to NAPA Auto Parts
File 56893 Los Angeles
CA. 90074-6893

Genuine Parts Company
dba NAPA Auto Parts

#9549

Exhibit C

STORE COPY

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Genuine Parts Company
dba NAPA Auto Parts
Exhibit D
Sample Operational Invoice

El Dorado County IBS Monthly Operating Statement		
March 31, 2025 (EXAMPLE ONLY)		
IBS Expenses	Mar-25	% To Sales
Parts Purchases	\$36,931.79	100.00%
Cost of Goods	\$34,446.30	93.27%
Rebates	\$984.22	2.66%
Delivery Fee & Misc	\$1,163.12	3.15%
CA Sales Tax Collected	\$2,706.45	7.33%
CA Battery Fee Collected	\$18.00	0.05%
CA Tire Fee Collected	\$0.00	0.00%
Gross Profit	\$3,469.71	9.39%
Accounting Fees	\$369.32	1.00%
Payroll:		
Counter Salaries	\$4,747.56	12.85%
Delivery Driver	\$0.00	0.00%
Pension	\$0.00	0.00%
Benefits	\$850.03	2.30%
Insurance	\$0.00	0.00%
FICA/SECA/FUI/SUI	\$292.91	0.79%
Total IBS Payroll	\$5,890.50	15.95%
Other Operating Expenses:		
Maintenance & Repairs	\$0.00	0.00%
Parts Run/Fuel	\$0.00	0.00%
Store Expenses	\$6.64	0.02%
General Liability	\$117.81	0.32%
Inventory Computer	\$930.68	2.52%
Freight & Postage	\$0.00	0.00%
Total Other Operating Expenses	\$1,055.13	2.86%
Total Expenses	\$7,314.95	19.81%
Gross Profit Less Expenses	(\$3,845.24)	(10.41%)
Management Fee	\$7,538.42	20.41%
Net Profit	\$3,693.18	10.00%

Total \$48,357.78

Less: AR Stmt Billing (\$40,819.36)

Management Fee Due \$7,538.42