

**SEVENTH AMENDMENT TO VEHICLE AND EQUIPMENT PARTS MANAGEMENT
AND SUPPLY AGREEMENT**

**BETWEEN
PINELLAS COUNTY AND**

GENUINE PARTS COMPANY D/B/A NAPA

THIS SEVENTH AMENDMENT TO VEHICLE AND EQUIPMENT PARTS MANAGEMENT AND SUPPLY AGREEMENT (this "Amendment") is entered into this ___ day of _____, 2020 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY D/B/A/ NAPA**, a Georgia corporation ("Contractor") and **PINELLAS COUNTY, FLORIDA** ("County").

WHEREAS, Contractor and County are parties to that certain Vehicle and Equipment Parts Management and Supply Agreement dated as of November 18, 2014 (as amended, the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by County; and

WHEREAS, Sourcewell (f/k/a National Joint Powers Alliance) ("Sourcewell") and Contractor executed contract #061015 on July 21, 2015 (as amended and extended, hereinafter, "Sourcewell Contract");

WHEREAS, County is a participating member of Sourcewell, and the Sourcewell Contract is a vehicle by which County contracts directly with Contractor for parts and services, but that the terms and conditions of the Agreement and not the terms and conditions of the Sourcewell Contract govern the relationship of the parties;

WHEREAS, on November 20, 2019, the Sourcewell Contract was extended through July 21, 2021;

WHEREAS, Contractor and County desire to extend the term of the Agreement through July 21, 2021 to coincide with the new expiration date of the Sourcewell Contract; and

WHEREAS, Contractor and County further desire to amend the Agreement in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Agreement as follows:

1. The recitals set forth above are incorporated into and are made a part of this Amendment. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Term of Performance. Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.1 **Term of Performance.** The term of this Agreement shall commence upon the Effective Date and shall continue through July 21, 2021, which is the expiration date of the Sourcewell Contract, unless terminated earlier by either party in accordance with the terms set forth in this Agreement. Notwithstanding the foregoing, should the parties desire to extend this Agreement past the expiration date of the Sourcewell Contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. Further, as Sourcewell awards new successive agreements to Contractor following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Agreement.

3. Article 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE 4
COMPENSATION

4.1. **Payment Terms/Pricing.** Contractor shall invoice County for all inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. Provided Contractor faithfully performs its obligations contained in this Agreement, County agrees to pay the entire amount of all statements received from Contractor in accordance with the Local Government Prompt Payment Act, F.S., §218.70, following receipt of any such statement; provided that all costs set forth therein do not exceed the approved Budget, all of the terms and conditions set forth in this Section 4.1 have been complied with, and Contractor has provided County with all supporting documentation that may be required by the County.

PRICING PLAN

NAPA Product Costs	<p>Billed to County as follows:</p> <p>For any NAPA Product with a Current NAPA Jobber Acquisition Cost of \$2,500 or less, billed to County at a 9% gross profit rate (The pricing formula for an individual NAPA Product with a Current NAPA Jobber Acquisition Cost of \$2,500 or less is the Current NAPA Jobber Acquisition Cost divided by .91) 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/.91=\\1.10</p> <p>For any NAPA Product with a Current NAPA Jobber Acquisition Cost of more than \$2,500 but less than \$7,500, billed to County at a 7% gross profit rate (The pricing formula for an individual NAPA</p>
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<p>Non-NAPA Product Costs</p>	<p>Product with a Current NAPA Jobber Acquisition Cost of more than \$2,500 but less than \$7,500 is the Current NAPA Jobber Acquisition Cost divided by .93) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$5,000.00. County's price would be $\\$5,000.00/.93=\\$5,376.34$</p> <p>For any NAPA Product with a Current NAPA Jobber Acquisition Cost greater than or equal to \$7,500, billed to County at a 5% gross profit rate (The pricing formula for an individual NAPA Product with a Current NAPA Jobber Acquisition Cost greater than or equal to \$7,500 is the Current NAPA Jobber Acquisition Cost divided by .95) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$10,000.00. County's price would be $\\$10,000.00/.95=\\$10,526.32$</p> <p>Billed to County as follows:</p> <p>For any Non-NAPA Product with a current product acquisition cost of \$2,500 or less, billed to County at a 9% gross profit rate (The pricing formula for an individual Non-NAPA Product with a current product acquisition cost of \$2,500 or less is Contractor's current product acquisition cost divided by .91) This formula will achieve the gross profit rate set forth above. Example: Contractor's current product acquisition cost is \$1.00. County's price would be $\\$1.00/.91=\\1.10</p> <p>For any Non-NAPA Product with a current product acquisition cost more than \$2,500 but less than \$7,500, billed to County at a 7% gross profit rate (The pricing formula for an individual Non-NAPA Product with a current product acquisition cost more than \$2,500 but less than \$7,500 is Contractor's current product acquisition</p>
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	<p>cost divided by .93) This formula will achieve the gross profit rate set forth above. Example: Contractor's current product acquisition cost is \$5,000.00. County's price would be $\\$5,000.00/.93=\\$5,376.34$</p> <p>For any Non-NAPA Product with a current product acquisition cost greater than or equal to \$7,500, billed to County at a 5% gross profit rate (The formula for an individual Non-NAPA Product with a current product acquisition cost greater than or equal to \$7,500 is Contractor's current product acquisition cost divided by .95) This formula will achieve the gross profit rate set forth above. Example: Contractor's current product acquisition cost is \$10,000.00. County's price would be $\\$10,000.00/.95=\\$10,526.32$</p>
Tire Costs	<p>Billed to County at a 5% gross profit rate (The pricing formula for those Tires that are NAPA branded or exist in Contractor's proprietary catalog system is the Current NAPA Jobber Acquisition Cost divided by .95 and the pricing formula for those Tires that are non-NAPA branded or do not exist in Contractor's proprietary catalog system is Contractor's current product acquisition cost divided by .95 These formulas will achieve the gross profit rate set forth above. Example: Contractor's current product acquisition cost is \$1.00. County's price would be $\\$1.00/.95=\\1.05</p>
Bulk Fluid Costs	<p>Billed to County at a 5% gross profit rate (The pricing formula for Bulk Fluid that is NAPA branded or exists in Contractor's proprietary catalog system is the Current NAPA Jobber Acquisition Cost divided by .95 and the pricing formula for Bulk Fluid that is non-NAPA branded or does not exist in Contractor's proprietary catalog system is Contractor's current product acquisition cost divided by .95) These formulas will achieve the gross profit rate set forth above. Example: Contractor's</p>

NAPA Filter Costs	<p>current product acquisition cost is \$1.00. County's ' price would be $\\$1.00/.95=\\1.05</p> <p>Billed to County at Contractor's current blue sheet price for NAPA Filters less 65%</p>
Operational Costs	Billed to County at cost

If requested by County in writing and consented to by Contractor in writing, products may be billed to County at a rate lower than that which is set forth in the above pricing plan summary. "Current NAPA Jobber Acquisition Cost" as used herein shall mean Contractor's current gold price as set forth on Contractor's Confidential Jobber Cost and Suggested Resales price list.

Product Costs. The pricing of the inventory to be supplied to County by Contractor pursuant to this Agreement. Product Costs shall be further divided into "NAPA Product Costs," which is the pricing of NAPA branded or Contractor cataloged supplier manufactured products, "Non-NAPA Product Costs," which is the pricing of products which have not been manufactured by Contractor suppliers or do not exist in Contractor's proprietary catalog system, but which have been acquired for County by Contractor pursuant to this Agreement; "Tire Costs", which is the pricing of tires ("Tires") supplied to County under this Agreement, "Bulk Fluid Costs," which is the pricing of a liquid product (i.e. oil, antifreeze, hydraulic fluid, etc.) stored in tanks or containers having an individual fill capacity of 50 gallons or more ("Bulk Fluid"), and "NAPA Filter Costs," which is the pricing of NAPA Filters (line code FIL) ("NAPA Filters") supplied to County under this Agreement.

Operational Costs. Any and all costs and expenses associated with the operation of the Facilities and/or the County Equipment used by Contractor in the operation of the Facilities, including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to Contractor employees at the Facilities, worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the Facilities and inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of Contractor, all equipment supplied by Contractor, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. To achieve economies of scale, Contractor utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each Facility location is charged certain corporate allocation expenses ("Corporate Allocation Expenses") which 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 Contractor to have fewer employees performing routine general administrative tasks such as paper work and filing at the Facilities, allowing Contractor counter personnel to focus more attention on serving the Facility operations, and maximizing on-site cost efficiency.

Operational Costs incurred by Contractor will be charged to County at cost, with all such charges included in County's monthly billing statement. County will be billed at the end of each month for operational costs on an "in arrears" basis, not to exceed \$11,603,826.00 through July 21, 2025.

In addition, Contractor may use any subcontractor for the procurement of "outside" goods or services (i.e. those goods or services not traditionally stocked or performed by Contractor), and County will be billed at Contractor's cost plus a ten percent (10%) gross profit rate.

4.2 Budget for Services. Contractor must prepare and operate within the approved Annual Budget for its Services.

4.3 Method of Payment. Payment will be made after commodities/services have been received, accepted and properly invoiced as indicated in this Agreement.

4.4 Criteria for Payment. At the end of each month, Contractor will submit an invoice that must include the purchase order number, Contractor's monthly operating statement and any reports required by County to substantiate the costs and any expenses associated with running the parts facility for the County. No other invoices for Parts or expenses for running the County's parts operation shall be accepted or paid. County will conduct daily and monthly checks to confirm the accuracy of Contractor's invoicing of NAPA Parts by comparing the Current NAPA Jobber Acquisition Cost listed on NAPA's online pricing portal to the Current NAPA Jobber Acquisition Cost reflected on the corresponding work order. All invoices for Non-NAPA Parts shall be submitted to County with evidence, which must be satisfactory to County in its reasonable discretion, of the actual price paid by Contractor for such parts. Parts issued by Contractor and subsequently returned by County unused and in resalable condition as mutually determined between the parties, must be fully credited back to the work order through FMIS immediately upon return to Contractor. If any Non-NAPA special order parts returns are rejected by the vendor and the parties agree that the return is attributable to County, then such cost will be billed back to County; if the parties agree that the return is attributable to Contractor, then Contractor shall bear such cost. Any restocking fees associated with returns to Non-NAPA vendors will be charged to the party responsible for the return, as mutually agreed by the parties, and when such charges are attributable to County they shall be charged through the operational overhead expense. Should any discrepancies arise between the parties regarding restocking fees, Contractor will work in good faith with County to resolve such discrepancies.

4.5 Non-Appropriation. If no funds or insufficient funds are appropriated and budgeted in any fiscal period, County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Similarly, Contractor has no obligation to continue providing services to County if funds are not sufficiently appropriated or if funds appropriated for payment under this Agreement are exhausted. Payment for work completed through the effective date of termination will be made to Contractor. No payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by County to fund payments under this Agreement. Notwithstanding the foregoing, County agrees to use its best efforts to appropriate all monies owed to Contractor, including, but not limited to, at the end of the Agreement, the amount of money to purchase all non-NAPA branded inventory.

- 4. Conflict.** Except as hereby amended, the Agreement shall remain unchanged in full force and effect, and the Agreement remains enforceable against each of the parties and is hereby ratified and acknowledged by each of the parties. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

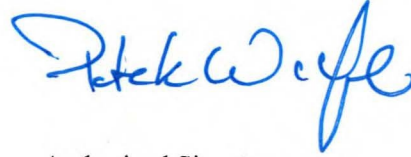
5. Authority. Each party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the party is authorized to do so; and (iii) this Amendment constitutes a valid and legally binding obligation of each party, enforceable in accordance with its terms.

6. Counterparts. This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

PINELLAS COUNTY, FLORIDA

GENUINE PARTS COMPANY
D/B/A NAPA



Authorized Signature

Patrick Wolfe

Printed Authorized Signature

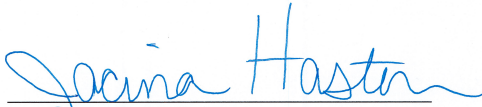
DIVISION VICE PRESIDENT

Title Authorized Signature

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

APPROVED AS TO FORM



JACINA HASTON
OFFICE OF THE COUNTY ATTORNEY