

FIRST AMENDMENT TO AGREEMENT FOR VEHICLE AND EQUIPMENT PARTS
MANAGEMENT AND SUPPLY

This Amendment made and entered into this 28th day of April, 2015, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and GENUINE PARTS COMPANY D/B/A NAPA, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on NOVEMBER 18, 2014, pursuant to Pinellas County Contract No. 134-0296-PB (hereinafter "Agreement") pursuant to which the Contractor agreed to provide VEHICLE AND EQUIPMENT PARTS MANAGEMENT AND SUPPLY for County; and

WHEREAS, Contractor was contractually obligated to purchase certain existing County parts inventory; and

WHEREAS, Contractor has offered to manage the disposition of the non-purchased inventory at no additional cost; and

WHEREAS, the County and the Contractor wish to modify the Agreement to provide for ADDITIONAL SERVICES for the disposition of the non-purchased inventory, as referenced in Exhibit A;

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. To incorporate Exhibit A as a plan for the disposition of non-purchased inventory.
2. The Contractor will not make any changes to the non-purchased inventory without written approval from County.
3. Contractor will share with County all pricing offered by each participating vendor or manufacturer in the sale or trade of the non-purchased inventory.
4. Except as changed or modified herein, all provisions and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties herein have executed this FIRST Amendment to the Agreement for VEHICLE AND EQUIPMENT PARTS MANAGEMENT AND SUPPLY pursuant to Contract No. 134-0296-PB, as of the day and year first written above.

PINELLAS COUNTY, FLORIDA

~~by and through its~~
~~Board of County Commissioners~~

Paul A. Nunn
Chairman County Administrator

ATTEST:

By: Alex Sargent Executive Admin. Specialist
(Attesting Witness' name/title)

APPROVED AS TO FORM:

M. Zas
Sr. Assistant County Attorney

CONTRACTOR

Gregg Sargent
(Signature)

Gregg Sargent, Florida Division Vice President
(Printed Name)

[Corporate Seal]

ATTEST:

By: Karen Walker
(Attesting Witness' name/title)
Karen Walker, Executive Assistant

Exhibit A

Non-Purchased Inventory Plan

See Attached.

Exhibit A - Non-Purchased Inventory (9LO) Plan

Non-Purchased inventory is any inventory, owned by the County, which the County cannot provide documentation that the inventory has been sold once within the last 12 months. This represents \$42,553.72 of the \$124,221.44 after the physical inventory conducted on December 18th and 19th. The non-purchased inventory can be returned or exchanged with NAPA and other vendors to reduce this value for the County.

- NAPA will take responsibility for non-purchased inventory.
- NAPA will be responsible to report back to the County on the current stock and value of the non-purchased inventory at any time.
- NAPA will issue this inventory to the County and input into M4 when requested at no charge and no management fee. NAPA will however insure that parts entered in M4 are at the County's last recorded costs.
- NAPA will work with NAPA manufacturers to change over this product to NAPA branded product.
 1. Re-box: NAPA manufacturers provide NAPA branded boxes for the product. NAPA then re-boxed the product. NAPA will then credit the County at the NAPA jobber cost for each product.
 2. Lift: NAPA manufacturers remove the non-purchased inventory while placing an offsetting order for a replacement NAPA branded product. NAPA will then credit the County at the NAPA jobber cost for the replacement product.
- NAPA will then work with non-NAPA vendors on all inventory that NAPA was unable to re-box or lift to place offsetting stock orders that and have the vendors provide a credit the County.
- NAPA will return all remaining non-returnable products to the County prepared and packaged for surplus with a detailed packing list.