

**AMENDMENT TO VEHICLE PARTS AND SUPPLY SERVICES CONTRACT
C198000C
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
THE CITY OF OKLAHOMA CITY**

THIS AMENDMENT TO VEHICLE PARTS AND SUPPLY SERVICES CONTRACT C198000C (this "Amendment") is entered into this 1st day of July, 2023 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY**, a Georgia corporation ("NAPA" or "Contractor") and **THE CITY OF OKLAHOMA CITY**, a municipal corporation or Public Trust ("CUSTOMER" or the "City").

WHEREAS, NAPA and CUSTOMER previously executed that certain Vehicle Parts and Supply Services Contract Number C198000C by and between CUSTOMER and NAPA (as amended, the "Agreement"), pursuant to which NAPA has provided certain parts and services to CUSTOMER; and

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance) (hereinafter, "Sourcewell"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and NAPA executed contract #110520-GPC on December 23, 2020 (hereinafter, "Sourcewell Contract") to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services;

WHEREAS, by becoming a participating member of Sourcewell (hereinafter, "Member"), CUSTOMER and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Sourcewell Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such Sourcewell Contract and desires to receive integrated business solutions services from NAPA; and

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

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 acknowledged, the parties hereto agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings

set forth in the Agreement.

2. **Term.** The parties hereby agree to extend the term of the Agreement for a period of one (1) year until June 30, 2024. Thereafter, the Agreement is renewable for four additional one-year periods at the option of the City. Should the City desire to renew the Agreement, a written preliminary notice will be furnished to the Contractor at least sixty (60) days prior to the expiration date of the Agreement (such preliminary notice will not be deemed to commit the City to renew). Notwithstanding the foregoing, either party may terminate the Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

3. **Pricing.** Effective as of the Amendment Effective Date, Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

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. **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.

[Signatures Appear on Following Pages]

WITNESS the hands of the parties hereto:

The undersigned individual states that NAPA will be bound by the terms and conditions of the Agreement and this Amendment.

TO BE COMPLETED BY NAPA:

[Signature] Division Vice President May 30, 2023
Signature of Individual Title Date
Note: If individual signing is not the owner or an officer of the business or corporation a letter of authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

Art Fischer
Printed Name of Individual
Genuine Parts Company (DBA) NAPA Auto Parts
5420 Peachtree Industrial Blvd. Norcross, GA 30071
Company Name and Address [Please Print] Zip Code
(678) 934-7221
Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of * Georgia)
County of * Gwinnett) SS.
[*State and County where notarized must be written in.]



Signed and sworn to before me this 30th day of May, 2023 by
Bonnie Ganas
[Printed name of individual who signed above.]

My Commission number: W-00573874

My Commission expires: October 6, 2026
[Date/Year]

[Signature]
Signature of Notary Public [49 Okla. Stat. 1985 ' 119]

AGREEMENT APPROVAL

APPROVED by Council and signed by the Mayor of the City of Oklahoma City this 20TH day of JUNE, 2023.

ATTEST:

Amy K. Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED for form and legality.

[Signature]

ASSISTANT MUNICIPAL COUNSELOR

EXHIBIT A

Pricing Plan

The overall goal of City's pricing plan is to achieve an 7.5% net profit for Contractor based on the following elements:

- (a) ***Product Costs/Outside Purchases and Services.*** The pricing of the inventory to be supplied to City by Contractor pursuant to this contract. Product Costs shall be further divided into "***NAPA Product Costs,***" which is the pricing of Contractor supplier manufactured products, and "***Non-NAPA Product Costs,***" which is the pricing of products which have not been manufactured by Contractor suppliers but which have been acquired for City by Contractor pursuant to this Agreement. In addition, Contractor may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA).
- (b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to Contractor employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of Contractor, and all equipment supplied by Contractor.

Additionally the City has the option to provide any services or equipment required for the Parts Service activities, which may be available to the City facilities at no additional cost, such as internet access, forklifts, or vehicle assets (delivery vehicles). These shared services contain costs that would otherwise be charged back to the City as expense items. If any such sharing was feasible, our Liability Insurance would cover any losses and hold the City harmless from any liability exposure.

- (c) ***Management Fee.*** The City will be billed a Management Fee in arrears to achieve the agreed profits on City's Monthly Billing Statement.

PRICING PLAN SUMMARY

Product Costs and Outside Purchases/Services for the Fleet Service Department and the Fire Maintenance Department	Billed to City at a 0% gross profit rate
Product Costs and Outside Purchases/Services for all other City Departments	Billed to City at a 9% gross profit rate
Operational Costs	Billed to City at cost
Net Profit Target	7.5% net profit based on the Management Fee

NAPA Product Costs, Non-NAPA Product Costs, and Outside Purchases/Services to the Fleet Services Department and the Fire Maintenance Department shall be set by Contractor to yield a gross profit of zero percent (0%). For all other City departments NAPA Product Costs, Non-NAPA Product Costs, and Outside

Purchases/Services shall be set by Contractor to yield a gross profit of nine percent (9%). Operational costs will be charged to the City at cost, with all such charges for Operational Costs to be included in City's monthly billing statement. City will be billed at the end of each month for operational costs on an "in arrears" basis.

City shall pay to Contractor on a monthly basis a management fee equal to seven and one-half percent (7.5%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all products (both NAPA and Non-NAPA) and outside purchases and services sold to the City during the preceding month at current acquisition cost less purchase returns.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): 866-283-7122	FAX (A/C. No.): 800-363-0105
INSURED GENUINE PARTS CO & SUBSIDIARIES 2999 Wildwood Parkway Atlanta GA 30339 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Old Republic Insurance Company	24147
	INSURER B: ACE Property & Casualty Insurance Co.	20699
	INSURER C: Safety National Casualty Corp	15105
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570099766357 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		MWZY31404822	09/01/2022	09/01/2023	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		MWTB 314047-22	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$250,000			XEUG27888719008	09/01/2022	09/01/2023	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDS4049768 AOS SP4067845 Excess WC - OH SIR applies per policy terms & conditions	01/01/2023 01/01/2023	01/01/2024 01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Agreement No. R23 - C19800A for Vehicle Parts Management and Supply Services - Fleet Services Store. The City of Oklahoma City and its are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

The City of Oklahoma City 100 North Walker Procurement Services Oklahoma City OK 73102 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>





AGENCY CUSTOMER ID: 10638915

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services South, Inc.		NAMED INSURED GENUINE PARTS CO & SUBSIDIARIES	
POLICY NUMBER See Certificate Numbe 570099766357		EFFECTIVE DATE:	
CARRIER See Certificate Numbe 570099766357	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Named Insureds:

NAPA Auto Parts
Motion Industries Inc
National Automotive Parts Association, LLC
Balkamp
Rayloc
AST Bearings, et al