

**CITY OF CORONA
THIRD AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH GENUINE PARTS COMPANY (D/B/A NAPA AUTO PARTS)
(VENDOR-MANAGED INVENTORY SUPPLY –
CORONA VENDOR-MANAGED INVENTORY SUPPLY PROJECT)**

1. PARTIES AND DATE.

This Third Amendment to the Maintenance/General Services Agreement (“Third Amendment”) is made and entered into this ___ day of _____, 2025 by and between the City of Corona (“City”) and Genuine Parts Company d/b/a NAPA Auto Parts, a Georgia corporation (“NAPA”). City and NAPA are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

2. RECITALS.

2.1 Original Sourcewell Contract. 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, “Original Sourcewell Contract”) to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services.

2.2 Member and User Agencies. By becoming a participating member of Sourcewell, Members and User Agencies (as those terms are defined in the Original Sourcewell Contract) were authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Original Sourcewell Contract.

2.3 Original City Agreement. City, as a User Agency under the Original Sourcewell Contract, and NAPA previously executed that certain Maintenance/General Services Agreement dated July 19, 2017 by and between City and NAPA, that certain First Amendment to Maintenance/General Services Agreement dated June 3, 2020 (collectively, “Original City Agreement”), and that certain Second Amendment to Maintenance/General Services Agreement dated July 7, 2021 pursuant to which NAPA has provided vendor-managed inventory supply services to City.

2.4 New Sourcewell Contract. on December 26, 2024, pursuant to a competitive bidding and selection process by Sourcewell, Sourcewell and NAPA executed contract #090624-GPC, pursuant to which NAPA may continue to provide a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions to User Agencies (the “New Sourcewell Contract”)

2.5 Third Amendment. City remains a User Agency under the New Sourcewell Contract, and the Parties desire to amend the Original City Agreement for the third time to extend the term through December 3, 2028.

3. TERMS.

3.1 Term. Section 3.1.2 of the Original City Agreement and Amendments is hereby deleted in its entirety and replaced with the following:

“The term of this Agreement shall be from July 19, 2017 to December 3, 2028 (“Term”), unless earlier terminated as provided herein. NAPA shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”).”

3.2 The term of the agreement referenced in Exhibit B and Exhibit B-1 of the agreement and amendments shall be from July 19, 2017 to December 3, 2028 (“Term”), unless earlier terminated as provided herein.

3.3 The total compensation and maximum payment obligation referenced in Exhibit C and Exhibit C-1 shall not exceed \$575,000 per fiscal year without written approval of City’s representative.

3.4 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Original City Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term “Agreement” appears in the Original City Agreement, it shall mean the Original City Agreement as amended by this Third Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.6 Counterparts. This Third 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 ON FOLLOWING PAGES]

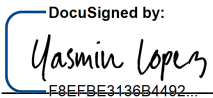
**CITY'S SIGNATURE PAGE
FOR
THIRD AMENDMENT TO
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IN WITNESS WHEREOF, the parties have entered into this Third Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: _____
Savat Khamphou
Public Works Director

Reviewed by _____
Michael Griesinger
Fleet Manager

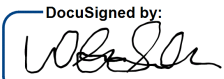
Reviewed by  _____
F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

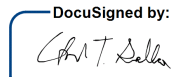
Attest: _____
Silvia Edwards, City Clerk
City of Corona, California

**NAPA'S SIGNATURE PAGE
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GENUINE PARTS COMPANY D/B/A NAPA AUTO PARTS
a Georgia corporation

By: 
B06D8B929B524B2
Greg Silliman
Vice President, Territory, Western Division

By: 
6D763382E49C4CD...
Chris Gala
Corporate Secretary, Genuine Parts Company