

**CITY OF CORONA  
SECOND 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 Second Amendment to the Maintenance/General Services Agreement (“Second Amendment”) is made and entered into this \_\_ day of \_\_\_\_\_, 2021 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 Second 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 #061015 on July 21, 2015, and that certain Amendment to Contract #061015-GPC dated November 20, 2019 (collectively, “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, and that certain First Amendment to Maintenance/General Services Agreement dated June 3, 2020 (collectively, “Original City Agreement”), pursuant to which NAPA has provided vendor-managed inventory supply services to City. The Original City Agreement will expire on June 30, 2021 pursuant to Section 3.1.2 of the Original Agreement.

2.4 New Sourcewell Contract. On December 23, 2020, pursuant to a competitive bidding and selection process by Sourcewell, Sourcewell and NAPA executed contract #110520-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 ( “New Sourcewell Contract”). Napa represents and warrants that the terms and conditions of the New Sourcewell Contract are the same as the terms and conditions of the Original Sourcewell Contract.

2.5 Second Amendment. City remains a User Agency under the New Sourcewell Contract, and the Parties desire to amend the Original City Agreement for the second time to extend the term through December 29, 2024.

**3. TERMS.**

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

“The term of this Agreement shall be from July 19, 2017 to December 29, 2024 (“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 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Original City Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Original City Agreement, it shall mean the Original City Agreement as amended by this Second Amendment.

3.3 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 Second Amendment.

3.4 Counterparts. This Second 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  
SECOND AMENDMENT TO  
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IN WITNESS WHEREOF, the parties have entered into this Second Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Reviewed By:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_