

Administering Agency: Nevada County Fleet Services

Contract No. _____

Contract Description: Vendor Managed Inventory Parts Facility Operation

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of July 1, 2025 by and between the County of Nevada, ("County"), and Genuine Parts Company ("Contractor") (together, "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed One million two hundred thousand Dollars (\$1.2M).**
3. **Term** This Contract shall commence on July 1, 2025. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2026.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated

Damages ☒ **shall not** ☐ **shall apply** to this contract. If Liquidated Damages are applicable to this contract, the Terms are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions and information technology security provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses,

permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other Party (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party’s liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party’s performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Contractor without additional compensation** Contractor’s personnel, when on County’s premises and when accessing County network remotely, shall comply with County’s regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County’s privileged access management platform for all remote access support functions, unless other methods are granted in writing by County’s Chief Information Officer or his/her designee.
15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
 17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
 18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
 19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
 20. **Levin Act** This contract ☒ shall not ☐ shall be subject to compliance with [Government Code Section 84308](#) (Levine Act), which pertains to campaign contributions of more than \$500 to any member of the County of Nevada Board of Supervisors or any County of Nevada Official who will be making, participating in making, or in any way attempting to use their official position to influence a County decision to approve the contract. If Levine Act Compliance is applicable to this contract, the terms are incorporated in Exhibit G, attached hereto.
 21. **Subrecipient** This contract ☒ shall not ☐ shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. Subrecipient and Contractor determinations
 22. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, this contract ☐ shall not ☐ shall qualify for debarment suspension monitoring. Contractor shall provide proof of debarment compliance if requested by the County. In addition, the County may (at anytime during the term of the Contract) screen the Contractor at www.sam.gov to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 23. **Financial, Statistical and Contract-Related Records:**
 - 23.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for

five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

23.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

23.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

24. **Termination**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. Notwithstanding anything to the contrary herein, if state or federal funds that County intended to use for payment under this Contract are canceled, reduced, or otherwise made unavailable, County shall have the right to immediately terminate this Contract upon written notice to Contractor. In such an event, County shall pay Contractor for all services satisfactorily performed up to the date of termination in accordance with the terms of this Contract, and Contractor shall have no further claims against County due to such termination.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.

- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
- 4) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to Contractor at the time of termination.
- 5) Each party shall immediately return to the other party all equipment, software, books, records, tool and any other personal property owned by the other party that are in such party's possession. County shall allow Contractor full and unrestricted access to enter into the on-site store(s) and immediately remove all equipment and other items of personal property owned by Contractor without being deemed guilty of trespass or any other violation of law. All inventory records, sales history, sales analysis and all other information generated by Contractor under this Agreement will be returned to County.
- 6) Upon termination, expiration, or non-renewal of the Agreement, Contractor shall have the option to require the County to purchase all non-NAPA branded inventory owned by Contractor and located in the On-site Store(s) at Contractor's current acquisition cost, and County shall have the option to purchase all NAPA branded inventory, owned by Contractor and located in the On-site Store(s) at Contractor's current acquisition cost. Any inventory owned by County, but under the management of Contractor, shall be returned at NO charge.

25. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire.' Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
26. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
27. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.

28. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
29. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.
30. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
31. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
32. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

33. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

34. **Information Technology Security Requirements** This contract ☒ shall not ☐ shall be subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.
35. **Artificial Intelligence Technology (AI Technology)** includes any machine learning, deep learning, or artificial intelligence ("AI") technologies, such as statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, as well as all software implementations and related hardware or equipment capable of generating content (e.g., text, images, video, audio, or computer code) based on user-supplied prompts.

County Data includes all information, data, materials, text, prompts, images, or other content provided to the Contractor under this Agreement or any other agreements between the Contractor and the County.

Responsibilities and Training:

Contractor is responsible for all information in the machine learning model, intellectual property rights associated with the information, and software and coded instructions used to generate AI content. County is responsible for the accuracy, utility and formulation of prompts and other inputs used to access the AI services and for decisions made, advice given, actions taken, and failures to take action based on AI content generated from AI services, except for AI content that is generated from erroneous or non-existing information in Contractor's machine learning models or from malfunctioning AI service software.

Contractor shall not use, or permit any third party to use, County Data to train, validate, update, improve, or modify any AI Technology, whether for Contractor's benefit or that of a third party, without the County's prior written authorization, which the County may grant or withhold at its sole discretion.

36. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Fleet Services Department		Genuine Parts Company dba NAPA Auto Parts	
Address:	12350 La Barr Meadows Rd Ste 1	Address	2999 Wildwood Parkway
City, St, Zip	Grass Valley, CA 95949	City, St, Zip	Atlanta, Georgia, 30339
Attn:	Josh Hylinski	Attn:	Sean Brown
Email:	Josh.hylinski@nevadacountyca.gov	Email:	Sean_brown@genpt.com
Phone:	530-273-6117	Phone:	916-955-7754

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Craig Griesbach, Purchasing Agent

Approved as to Form – County Counsel:

By: _____ Date: _____

CONTRACTOR: Genuine Parts Company dba NAPA Auto Parts

By: _____ Date: _____

Name: Art Fischer

*Title: Vice President

By: _____ Date: _____

Name: Christopher T. Galla

* Title: Sr. Vice President, General Counsel and Corp. Secretary

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. [Schedule of Services](#)**
- B. [Schedule of Charges and Payments](#)**
- C. [Insurance Requirements](#)**
- D. [Sample Profit and Loss Statement](#)**
- [Summary Page](#)**

EXHIBIT A

SCHEDULE OF SERVICES

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - a. Primary Supplier shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of COUNTY.
 - b. Current NAPA Jobber Acquisition Cost shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list.
2. **COUNTY'S CURRENT LOCATIONS.** CONTRACTOR will establish On-site Store(s) at the COUNTY'S following location:

12350 La Barr Meadows Road, Grass Valley, CA 95949:

Manager: Josh Hylinski

The location identified above may be revised but only by a written amendment executed and agreed to by both the COUNTY and CONTRACTOR.

3. **DUTIES AND RESPONSIBILITIES OF CONTRACTOR.** CONTRACTOR shall have the following duties and responsibilities during the term of this Agreement:
 - a. CONTRACTOR will operate the On-site Store(s) and provide the Inventory to COUNTY's now existing locations. CONTRACTOR shall provide all personnel required to operate the On-site Store(s). CONTRACTOR will provide the personnel and management necessary to ensure that the operation is staffed and operational between the hours of 6:45am and 3:45pm, Monday through Friday, excluding COUNTY holidays and excluding a daily lunch break of one hour scheduled between 11:45am and 12:45pm.
 - b. CONTRACTOR will issue items to County personnel only in response to a proper work order and/or requisition.
 - c. CONTRACTOR shall have access to and control over sufficient inventory provided either by its on-site or off-site stock, its own warehouse, original equipment manufacturers and/or by negotiation with one or several local parts operations to furnish 85% of the COUNTY's parts requirements on demand and 95% of the COUNTY's parts requirements by start of business the work day following the COUNTY's request.
 - d. In those circumstances when COUNTY requires delivery, CONTRACTOR will provide parts to COUNTY's locations on a daily route basis. In addition, CONTRACTOR will accelerate delivery on those items COUNTY requires to be delivered on an expedited basis. CONTRACTOR will make all reasonable efforts to ensure prompt delivery to the COUNTY's location(s) requesting part(s).

- e. CONTRACTOR shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On-site Store(s). CONTRACTOR shall provide computer ordering and cataloging to each On-site Store.
 - f. CONTRACTOR shall provide a profit and loss statement of the parts operations to the COUNTY on approximately the 25th of each month for each On-site Store.
 - g. CONTRACTOR shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one-half) will be charged on a cost basis to COUNTY and must be pre-approved by COUNTY. The parties shall mutually agree upon the pre-approval process for such emergency situations. CONTRACTOR will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.
 - h. CONTRACTOR personnel shall be subject to COUNTY approval and shall be required to pass an alcohol and drug test and background check, including a LiveScan (fingerprint) screening.
 - i. CONTRACTOR will supply digital copies of Safety Data Sheets (SDS) and/or Material Safety Data Sheets (MSDS) for all products and supplies provided under this contract. SDS and MSDS information shall be provided on a periodic basis or when new products are provided.
4. DUTIES AND RESPONSIBILITIES OF COUNTY. COUNTY shall have the following duties and responsibilities during the term of this Agreement:
- a. COUNTY shall provide, at its sole expense, usable space for CONTRACTOR's On-site Store(s) and the Inventory. COUNTY shall provide access to restroom facilities for CONTRACTOR employees. Further, COUNTY shall furnish, at its sole expense, all utilities for the On-site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On-site Store(s) whatsoever. COUNTY shall provide CONTRACTOR a safe work environment that is free from hostility, violence, or discrimination. CONTRACTOR reserves the right to terminate the contract immediately should CONTRACTOR encounter a hostile, violent, discriminatory, or unsafe work environment.
 - b. COUNTY shall use CONTRACTOR as its Primary Supplier of the Inventory under this Agreement. COUNTY reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in CONTRACTOR no longer being COUNTY's Primary Supplier in which case CONTRACTOR may terminate this Agreement.
 - c. Each On-site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of COUNTY. There shall be no intermingling of COUNTY's parts or other inventory with CONTRACTOR's parts or inventory. Access to the secured On-site Store(s) shall be restricted to CONTRACTOR employees and authorized CONTRACTOR representatives only. COUNTY'S employees, contractors or agents shall not be permitted to enter the secured On-site Store area unless accompanied by a CONTRACTOR employee or other authorized CONTRACTOR representative or during an emergency for egress. COUNTY hereby assumes and shall bear any and all risk of loss or damage from any cause to the Inventory and other personal property located in the On-site Store(s), except for loss or damage arising out of the acts, errors or omissions of CONTRACTOR. CONTRACTOR shall invoice COUNTY for any such loss of or damage to the Inventory and/or personal property located in the On-site Store(s), and COUNTY shall pay such invoiced amount to CONTRACTOR in accordance with the payment terms set forth in Section 2 below.

- d. COUNTY shall, at all times during the term of this Agreement, at COUNTY'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to CONTRACTOR's employees, the Inventory or other personal property located in the On-site Store(s)) the roof, exterior walls, foundation, and structural portions of the On-site Store(s) and all portions of the electrical and plumbing systems lying outside of the On-site Store(s) but serving the On-site Store(s).
 - e. COUNTY shall provide information regarding fleet changes to CONTRACTOR as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.
- 5. NO LIENS. COUNTY warrants that it shall take no action, including but no limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of CONTRACTOR located in the On-site Store(s).
 - 6. PERSONNEL. CONTRACTOR and COUNTY shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On-site Store(s). In the event that the COUNTY for any reason wishes to remove or replace any of the CONTRACTOR personnel in the On-site Store(s), the parties will attempt to resolve COUNTY's request by mutual agreement.
 - 7. WARRANTY/LIABILITY DISCLAIMER. All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and CONTRACTOR shall use reasonable commercial efforts to assist the COUNTY in processing all warranty claims that the COUNTY may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the COUNTY in connection with any claims concerning the Products supplied to COUNTY pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to COUNTY upon request.

For suppliers (or categories of suppliers) of Non-CONTRACTOR Products that COUNTY instructs CONTRACTOR to utilize or consider for future purchases, CONTRACTOR is under no obligation to (and CONTRACTOR disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by County project manager(s). Time and materials contracts should request supporting documentation sufficient to substantiate amounts billed including detailed time logs or timesheets indicating hours and activities worked on by each employee, invoices for materials purchased with supporting receipts, and a summary of work performed, or deliverables achieved.

Submit all invoices to:

Nevada County
Fleet Services Department
Address: 12350 La Barr Meadows Road, Ste 1
City, St, Zip Grass Valley, CA 95949
Attn: Amanda Ellis
Email: amanda.ellis@nevadacountyca.gov
Phone: 530-273-6117

Payment Schedule

1. PAYMENT TERMS. CONTRACTOR shall invoice the COUNTY for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. COUNTY agrees to pay the entire amount of all statements received from CONTRACTOR by the 25th day of the month following receipt of any such statement. No prompt pay discount is available under this Agreement.
2. PRICING PLAN. The overall objective of COUNTY's pricing plan is for CONTRACTOR to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by COUNTY of each On-site Store's operating expenses. By billing COUNTY for these two categories, CONTRACTOR's On-site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:
 - a. Product Price. The pricing of the Products to be supplied to COUNTY by CONTRACTOR pursuant to this Agreement shall be divided into: 1) "CONTRACTOR Product Price," which is the pricing of CONTRACTOR branded or CONTRACTOR cataloged supplier manufactured products; and 2) "Non-CONTRACTOR Product Price," 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. The pricing of CONTRACTOR Product and Non-CONTRACTOR Product shall be billed in accordance with the Pricing Plan Summary defined below.

- b. Operational Expenses. 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, 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.

An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit D. COUNTY acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit D are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses (Other operating expenses) incurred relative to the operation of the On-site Store(s). To achieve economies of scale, CONTRACTOR utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On-site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit D ("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 paperwork and filing at the On-site Store(s), allowing CONTRACTOR counter personnel to focus more attention on serving the On-site Store operations, and maximizing On-site cost efficiency.

PRICING PLAN SUMMARY

CONTRACTOR Product Price Non-CONTRACTOR Product	Billed to COUNTY at a 10% gross profit rate (The formula for CONTRACTOR Product Price for COUNTY is the Current NAPA Jobber Acquisition Cost divided by 0.90) 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/.90=\1.11 Billed to COUNTY at a 10% gross profit rate (The formula for Non-CONTRACTOR Product Price for COUNTY is the current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. COUNTY's price would be $\$1.00/.90=\1.11
Operational Expenses	Billed to COUNTY in accordance with Section 2(b) above.
Net Profit Target	10% net profit for the CONTRACTOR On-site Store(s) after Products and Operational Expenses are billed to COUNTY.

Both CONTRACTOR Product and Non-CONTRACTOR Product shall be set by CONTRACTOR to yield a gross profit of ten percent (10%). Operational Expenses will be charged to COUNTY in accordance with Section 2(b) above, with all such charges for Operational Expenses to be included in COUNTY's monthly billing statement. COUNTY will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

COUNTY and CONTRACTOR mutually agree that COUNTY'S maximum annual payment obligation for all Products and Operational Expensed billed to County pursuant to Section 2 shall be set at \$1.2M per annum; and COUNTY has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract.

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 CONTRACTOR), and COUNTY will be billed an additional charge for any such purchases so as to yield CONTRACTOR a ten percent (10%) gross profit on such purchases. COUNTY must provide preapproval in writing of such outside service purchases. COUNTY is solely responsible for improper or inappropriate instructions by COUNTY's employees to CONTRACTOR regarding CONTRACTOR's purchases of nontraditional parts or services, unless COUNTY provided prior written notice to CONTRACTOR of parts or services that may not be procured by CONTRACTOR in relation to this Agreement.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions are used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall

be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.
8. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
9. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

10. **Verification of Coverage** Contractor may be requested to furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and the County reserves the right to request a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements to County before work begins. Failure to obtain and provide verification of the requested/required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
11. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
12. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT D

Nevada County IBS Monthly Operating Statement		
April 30, 2025		
IBS Expenses	Apr-25	% To Sales
Parts Purchases	\$50,723.54	100.00%
Cost of Goods	\$47,345.88	93.34%
Rebates	\$1,381.73	2.72%
<i>Delivery Fee & Misc</i>	<i>\$548.90</i>	<i>1.08%</i>
<i>CA Sales Tax Collected</i>	<i>\$3,809.65</i>	<i>7.51%</i>
<i>CA Battery Fee Collected</i>	<i>\$0.00</i>	<i>0.00%</i>
<i>CA Tire Fee Collected</i>	<i>\$0.00</i>	<i>0.00%</i>
Gross Profit	\$4,759.39	9.38%
Accounting Fees	\$507.24	1.00%
Payroll:		
Counter Salaries	\$6,174.24	12.17%
Delivery Driver	\$0.00	0.00%
Pension	\$0.00	0.00%
Benefits	\$917.95	1.81%
Insurance	\$0.00	0.00%
FICA/SECA/FUI/SUI	\$417.23	0.82%
Total IBS Payroll	\$7,509.42	14.80%
Other Operating Expenses:		
Misc	\$0.00	0.00%
Parts Run (Employee Mileage Reimbursement)	\$0.00	0.00%
Store Expenses	\$9.21	0.02%
General Liability	\$294.58	0.58%
Inventory Computer	\$814.57	1.61%
Freight & Postage	\$0.00	0.00%
Total Other Operating Expenses	\$1,118.36	2.20%
Total Expenses	\$9,135.02	18.01%
Gross Profit Less Expenses	(\$4,375.63)	(8.63%)
Management Fee	\$9,447.98	18.63%
Net Profit	\$5,072.35	10.00%

SUMMARY OF CONTRACT

Contractor Name Genuine Parts Company
Description of Services: Vendor Managed Inventory Parts Facility Operation

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$1,200,000

Contract Start Date: 7/1/2025

Contract End Date: 6/30/2026

Liquidated Damages: N/A

INSURANCE POLICIES

Commercial General Liability	(\$2,000,000)
Worker's Compensation	(Statutory Limits)
Automobile Liability	(\$1,000,000)
Professional Errors and Omissions	(\$2,000,000)

FUNDING

4291-92005-704-2000-520900

LICENSES AND PREVAILING WAGES

Designate all required licenses: No specific license required

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Fleet Services Department		Genuine Parts Company dba NAPA Auto Parts	
Address:	12350 La Barr Meadows Rd	Address	2999 Wildwood Parkway
City, St, Zip	Grass Valley, CA 95949	City, St, Zip	Atlanta, Georgia, 30339
Attn:	Amanda Ellis	Attn:	Sean Brown
Email:	Amanda.ellis@nevadacountyca.gov	Email:	sean_brown@genpt.com
Phone:	530-273-6117	Phone:	916-955-7754

Contractor is a: (check all that apply)				EDD Worksheet Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Corporation: <input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLC <input checked="" type="checkbox"/>	Additional Terms & Conditions Included		
Non- Profit: <input type="checkbox"/>	Corp. <input type="checkbox"/>			(Grant Specific)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Partnership: <input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/>	Limited <input type="checkbox"/>	Subrecipient	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Person: <input type="checkbox"/>	Indiv. <input type="checkbox"/>	DBA <input type="checkbox"/>	Ass'n <input type="checkbox"/>	Other <input type="checkbox"/>		

ATTACHMENTS

Exhibit A: Schedule of Services
Exhibit B: Schedule of Charges and Payments
Exhibit C: Insurance Requirements
Exhibit D: Example of Profit Loss Statement