



# RESOLUTION No. 19-015

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT WITH RIEBES AUTO PARTS, LLC., FOR A VENDOR MANAGED INVENTORY PARTS FACILITY OPERATION AND REDUCING THE AMOUNT OF THE CONTRACT TO A NEW MAXIMUM AMOUNT NOT TO EXCEED \$534,972

WHEREAS, on March 13, 2017, the Nevada County Board of Supervisors adopted Resolution 18-104 approving an agreement with Riebes Auto Parts LLC, for a vendor managed inventory (VMI) parts facility operation for the period of April 1, 2018 through June 30, 2019; and

WHEREAS, there are some inventory items Fleet cannot purchase through the VMI as economically as through a government pricing contract, and approximately 75% of the tires Fleet purchases are included in the government pricing contract, which cannot be accessed by private contractors such as Riebes Auto Parts, LLC.; and

WHEREAS, Fleet has elected to purchase tires directly from our tire vendors; and

WHEREAS, Riebes Auto Parts, LLC., has agreed to manage Fleet's tire inventory for a management fee of 7% of the tire cost and Riebes Auto Parts, LLC., will remain responsible for the issuance and management of the tire inventory purchased by the County and those tires will remain County asset inventory; and

WHEREAS, maximum contract amount will be reduced by \$115,860 and the new maximum not to exceed contract amount will be \$534,972; and

WHEREAS, there is sufficient budget available in budget code 4291-92005-704-2000/520900. No budget amendment is required.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Contract Amendment Number 1 between the County of Nevada and Riebes Auto Parts, LLC., pertaining to Vendor Managed Inventory Parts Facility Operation, in the amount not to exceed \$534,972 for the contract term of April 1, 2018 through June 30, 2019, be and hereby is approved, and that the Chair of the Board of Supervisors be and is here by authorized to execute the Amendment on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of January, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller,  
Susan K. Hoek and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

1/08/19 cc: DPW\*  
AC\* (Hold)

2/13/19 cc: DPW\*  
AC\* (Release)  
RAP, LLC.

**AMENDMENT NO. 1**  
TO THE AGREEMENT WITH RIEBES AUTO PARTS, LLC. FOR A VENDOR MANAGED  
INVENTORY (VMI) PARTS FACILITY OPERATION.

**THIS AMENDMENT** is executed this 8th day of January, 2019 by and between RIEBES AUTO PARTS LLC. and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled VENDOR MANAGED INVENTORY PARTS FACILITY OPERATION executed on April 13, 2018 by Resolution 18-104.

**WHEREAS**, the parties desire to amend their agreement to provide for a change to Exhibit B Schedule of Charges and Payments Section 2 Pricing Plan Summary; and

**WHEREAS**, the parties desire to amend their agreement to provide for a reduction to the maximum contract price; and

**NOW, THEREFORE**, the parties hereto agree as follows:

1. This amendment shall be effective as of the date of its execution by all parties below, and shall be in full force as of July 1, 2018;
2. Exhibit B- Schedule of Charges and Payments Section 2 Pricing Plan Summary is amended to add a paragraph:

A tire management fee of 7% will be charged to the County by the Contractor for all tires the County purchases directly from the tire vendors. Contractor will manage the County owned tire inventory. Contractor will charge the tire management fee on work orders where the Contractor issues tires to work orders from the County tire inventory.

3. Exhibit B - Schedule of Charges and Payments Section 2 Pricing Plan Summary Direct Expense Summary Parts Cost is amended to read:

COUNTY and CONTRACTOR mutually agree that the COUNTY'S maximum payment obligation pursuant to this profit guarantees shall be set at \$534,972 (\$434,656 for 12 months); 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.

8. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.


APPROVED AS TO FORM:  
COUNTY COUNSEL

By:  \_\_\_\_\_

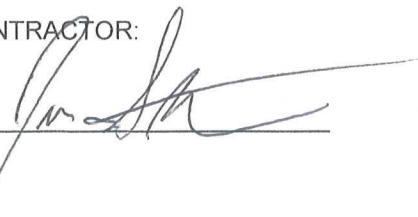
ATTEST:

By:  \_\_\_\_\_  
Julie Patterson Hunter  
Clerk of the Board of Supervisors

COUNTY OF NEVADA

By:  \_\_\_\_\_  
Honorable Richard Anderson  
Chair of the Board of Supervisors

CONTRACTOR:

By:  \_\_\_\_\_