



# RESOLUTION No. 22-226

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

**RESOLUTION APPROVING AMENDMENT NO. 1 TO THE CONTRACT BETWEEN THE COUNTY OF NEVADA AND RIEBES AUTO PARTS, LLC FOR THE VENDOR MANAGED INVENTORY PARTS FACILITY OPERATION AND AUTHORIZING: AN ASSIGNMENT AGREEMENT TO TRANSFER ASSIGNMENT OF THE CONTRACT BETWEEN COUNTY OF NEVADA AND RIEBES AUTO PARTS, LLC., TO GENUINE PARTS COMPANY; TO INCREASE THE CONTRACT AMOUNT BY \$100,000 FOR A NOT TO EXCEED TOTAL OF \$740,000; AND THE AUDITOR-CONTROLLER TO AMEND NECESSARY BUDGETS FOR FISCAL YEAR 2021/22 BUDGET AND RELEASE OF FUND BALANCE AND ENCUMBER THE CONTRACT (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, on June 22, 2021, the Board of Supervisors passed and adopted Resolution 21-273 awarding a contract for a Vendor Managed Inventory Parts Facility Operation between the County of Nevada and Riebes Auto Parts, LLC., for a not to exceed amount of \$640,000; and

WHEREAS, the County of Nevada, Riebes Auto Parts, LLC, and Genuine Parts Company wish to transfer assignment of the contract agreement from Riebes Auto Parts, LLC to Genuine Parts; and

WHEREAS, Genuine Parts Company is a selected vendor with Sourcewell and will continue to provide services within their existing Sourcewell contract 115020-GPC; and

WHEREAS, nationwide inflation has impacted parts costs and an additional \$100,000 is needed in Fiscal Year 2021/22, for a new not to exceed of \$740,000; and

WHEREAS, there is sufficient fund balance available in budget code: 4291-92005-704-2000

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors approves Amendment No. 1, attached hereto, to the Vendor Managed Inventory Parts Facility Operation by and between the County of Nevada and Riebes Auto Parts, LLC., authorizing the assignment agreement to transfer assignment of the contract between Riebes Auto Parts, LLC to Genuine Parts Company and increasing the contract amount by \$100,000 for a maximum not to exceed amount of \$740,000 and the Chair of the Board of Supervisors is hereby authorized to execute the Contract Amendment No. 1 on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that the Nevada County Board of Supervisors authorizes the amendment to the Fiscal Year 2021/22 Fleet Services budget in the amount of \$100,000 and authorizes the release of Fund 4291 fund balance, and directs the Auditor-Controller to amend the budget as follows:

Increase 4291-92005-704-2000-520900 \$100,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of May, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Chair

5/24/2022 cc: CDA\*  
AC\*(hold)

6/16/2022 cc: Fleet\*  
AC\*(release)

**AMENDMENT No. 1 TO CONTRACT BFS21273 WITH  
RIEBES AUTO PARTS LLC**

**THIS AMENDMENT** is executed this 24<sup>TH</sup> day of May, 2022, by and between Riebes Auto Parts LLC. and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Vendor Managed Inventotry Parts Facility Operations executed on June 22, 2021, by Resolution No. 21-273.

**WHEREAS**, the parties desire to amend their agreement to allow a transfer of assignment of the contract from Riebes Auto Parts, LLC., to Genuine Parts Company ; and

**WHEREAS**, inflation of parts costs necessitates an increase of the contract amount by \$100,000.00 for an annual not to exceed total of \$740,000 is also desired.

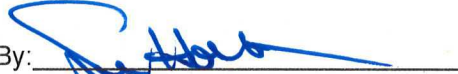
**NOW, THEREFORE**, the parties hereto agree as follows:

1. This amendment shall be effective as of January 1, 2022.
2. The Assignment Agreement to Transfer shall be signed by Riebes Auto Parts, LLC., Genuine Parts Company and County of Nevada and added as part of this Amendment No. 1.
3. The contract amount will be increased by \$100,000 for a total not to exceed of \$740,000
4. 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: 

COUNTY OF NEVADA

By:   
Honorable Sue Hoek  
Chair, of the Board of Supervisors

ATTEST:

By:   
Julie Patterson Hunter  
Clerk of the Board of Supervisors

CONTRACTOR(S):

By:   
Jeff Hove, Riebes Auto Parts, LLC

By:   
Tom Skov, Genuine Parts Company

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (this "Assignment Agreement") is made this 1 day of January 2022, by and among Riebe's Auto Parts, LLC, a Georgia limited liability company (hereinafter "Assignor"), Genuine Parts Company, a Georgia corporation (hereinafter "Assignee") and the County of Nevada, California (hereinafter "County").

WHEREAS, Assignor and County are parties to that certain Professional Services Agreement, dated June 22, 2021 (the "Agreement"); and

WHEREAS, Assignor now desires to assign the Agreement to Assignee and Assignee desires to accept such assignment and County desires to provide its consent to the same subject to the terms and conditions set forth below.

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. Assignment and Acceptance. Assignor hereby assigns, transfers, sets over and delivers to Assignee all of Assignor's rights, obligations, and interest in and to the Agreement, including any options to renew or extend the contract term. Assignee hereby accepts the assignment of the Agreement, agrees to provide the services, and perform all other obligations required to be performed by Assignor in said Agreement at the times and in the manner set forth in said Agreement, and shall be bound by all other terms, covenants, and conditions of said Agreement.
2. County Consent. County hereby consents to the above assignment of the Agreement on the terms and conditions set forth herein.
3. Governing Law. This Assignment Agreement shall be construed and interpreted under the laws of the State of California, without giving effect to the provisions thereof, relating to conflicts of law.
4. Counterparts. This Assignment Agreement 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 Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly authorized representatives effective as of the date first set forth above.

ASSIGNOR:

Riebe's Auto Parts, LLC

By: Jeff Hove

Name: [Signature]

Title: DM

ASSIGNEE:

Genuine Parts Company

By: [Signature]

Name: Tom Skor

Title: Vice President

COUNTY:

County of Nevada

By: [Signature]

Name: Susan K. Hoek

Title: Chair