

**AMENDMENT TO INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
ATLANTIC AUTO & MARINE, INC.
AND
COUNTY OF BRUNSWICK, NC**

THIS AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this “Amendment”) is made by and between **ATLANTIC AUTO & MARINE, INC.**, a North Carolina corporation (d/b/a NAPA Auto Parts) (“NAPA”) and **COUNTY OF BRUNSWICK, NC** (“CUSTOMER”), to be effective as of the 5th day of April, 2021.

WHEREAS, 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 Genuine Parts Company, a Georgia corporation (“GPC”), executed contract #061015 on July 21, 2015, amended by that certain Amendment to Contract #061015-GPC dated November 20, 2019 (hereinafter, the “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; and

WHEREAS, by becoming a participating member of Sourcewell, Members and User Agencies were authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Original Sourcewell Contract; and

WHEREAS, CUSTOMER, as a User Agency under the Original Sourcewell Contract, previously executed that certain Integrated Supply Agreement effective as of September 1, 2015 by and between CUSTOMER and NAPA (the “Agreement”), pursuant to which NAPA has provided integrated business solutions services to CUSTOMER; and

WHEREAS, on December 23, 2020, pursuant to a competitive bidding and selection process by Sourcewell, Sourcewell and GPC 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 (the “New Sourcewell Contract”); and

WHEREAS, CUSTOMER remains a User Agency under the New Sourcewell Contract, and the parties agree that the New Sourcewell Contract is a vehicle by which CUSTOMER and NAPA may extend the term of the Agreement, and following NAPA and Sourcewell’s execution of the New Sourcewell Contract, the parties hereto desire to so extend the term of the Agreement.

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. Defined Terms. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement or the New Sourcewell Contract.

2. **Term.** The parties hereby agree to extend the term of the Agreement until the first to occur of such date as the New Sourcewell Contract terminates or expires, or the earlier termination of the Agreement in accordance with the applicable terms and conditions of the Agreement. As the New Sourcewell Contract is renewed or extended, or upon the award of a successive contract from Sourcewell to NAPA for substantially the same products and services, the Agreement may be again renewed or extended for a period of time equal to or shorter than the period of time the New Sourcewell Contract is renewed or extended, or upon the award of a successive contract from Sourcewell to NAPA for substantially the same products and services, upon the mutual written agreement of the parties hereto. The Agreement shall terminate automatically upon the termination, for any reason, of the New Sourcewell Contract; provided that in the event Sourcewell awards to NAPA a successive contract for substantially the same products and services, this Agreement may be extended for the term of such successive Sourcewell contract. Notwithstanding the foregoing, either party may terminate the Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

3. **Choice of Law.** Section 25 of the Agreement is deleted in its entirety and replaced with the following:

25. **CHOICE OF LAW.** This Agreement, as amended, shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement, as amended, shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

4. **Additional Provisions.** The following additional provisions shall be added to the Agreement, as numbered below:

31. **NON-APPROPRIATION.** If the Board of County Commissioners of CUSTOMER does not appropriate the funding needed by CUSTOMER to make payments under the Agreement, as amended, for a given fiscal year, CUSTOMER will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, CUSTOMER will promptly notify NAPA of the non-appropriation, and the Agreement, as amended, will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by CUSTOMER which is attributable to non-appropriation of funds shall constitute a breach of or default under the Agreement, as amended.

32. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** NAPA hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

33. **DEBARMENT.** NAPA hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement, as amended, by any governmental department or agency. NAPA must notify Customer within thirty (30) days if debarred by any governmental entity.

34. NON-DISCRIMINATION IN EMPLOYMENT. NAPA shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. NAPA shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event NAPA is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, the Agreement, as amended, may be cancelled, terminated or suspended in whole or in part by CUSTOMER, and NAPA may be declared ineligible for further agreements with CUSTOMER.

35. COMPLIANCE WITH E-VERIFY PROGRAM. Pursuant to N.C.G.S. § 143-133.3, NAPA understands that it is a requirement of the Agreement, as amended, that NAPA and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, NAPA agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and NAPA shall require its subcontractors to do the same. Upon request, NAPA agrees to provide Customer with an affidavit of compliance or exemption.

36. DISPUTE REOLUTION. Should a dispute arise as to the terms of this Agreement, as amended, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

37. GOVERNMENTAL IMMUNITY. CUSTOMER, to the extent applicable, does not waive its governmental immunity by entering into the Agreement, as amended, and fully retains all immunities and defenses provided by law with regard to any action based on the Agreement, as amended.

5. Conflict. Except as hereby amended, the Agreement shall remain unchanged in full force and effect, and the Agreement remains enforceable against each of the parties and is hereby ratified and acknowledged by each of the parties. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

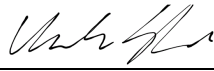
6. Counterparts. This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. This Amendment may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this

Amendment by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

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

NAPA:

ATLANTIC AUTO & MARINE, INC.

By: 
Name: Andrew Dickson
Title: President

CUSTOMER:

COUNTY OF BRUNSWICK, NC

By: _____
Name: Randell Thompson
Title: Chairman, Board of Commissioners

ATTEST:

_____ [SEAL]
Clerk to the Board

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

Julie A. Miller
Julie A. Miller, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Bryan W. Batton
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC