

**SECOND AMENDMENT TO INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
THE VILLAGE OF ORLAND PARK**

THIS SECOND AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this 1 day of April, 2021 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY**, a Georgia corporation ("NAPA") and **THE VILLAGE OF ORLAND PARK**, an Illinois municipal corporation ("CUSTOMER").

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 NAPA 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 dated as of May 18, 2020 by and between CUSTOMER and NAPA, as amended by that certain Amendment to Integrated Supply Agreement dated May 18, 2020 (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 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 (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. **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.

4. **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.

[Signatures Appear on Next 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 and year first above written.

NAPA:

GENUINE PARTS COMPANY

By: *Dennis Gibbs*
Name: DENNIS GIBBS
Title: DIVISION VICE PRESIDENT

CUSTOMER:

THE VILLAGE OF ORLAND PARK

By: *George Koczwar*
Name: George Koczwar
Title: Village Manger