

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND GENUINE PARTS COMPANY, DBA NAPA AUTO PARTS, AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON JANUARY 28, 2020, IN THE NOT-TO-EXCEED AMOUNT OF \$20,000,000.00; AND SAID FIRST AMENDMENT TO CONTINUE THE PURCHASE OF PRODUCTS AND SERVICES FOR THE ON-SITE PARTS FACILITY FOR THE FLEET SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7136 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$5,000,000.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$25,000,000.00).

WHEREAS, on January 28, 2020, City Council awarded a contract to Genuine Parts Company, dba NAPA Auto Parts in the amount of \$20,000,000.00, for the purchase of products and services for the on-site parts facility for the Fleet Services Department; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the additional fees under the proposed First Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees applicable to the Provider’s profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and Genuine Parts Company, dba NAPA Auto Parts, which is on file in the office of the Purchasing Agent, in the amount of Five Million and 0/100 (\$5,000,000.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$25,000,000.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. This ordinance was passed and approved by the following vote [ \_\_\_ - \_\_\_ ]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

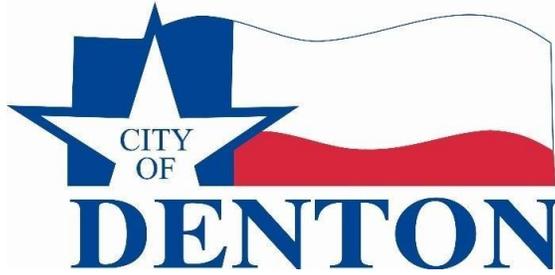
BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: \_\_\_\_\_

*Marcella Lunn*

Digitally signed by Marcella Lunn  
 DN: dc=com, dc=cityofdenton,  
 dc=codad, ou=Department Users and  
 Groups, ou=General Government,  
 ou=Legal, cn=Marcella Lunn,  
 email=Marcella.Lunn@cityofdenton.co  
 m  
 Date: 2024.02.08 14:59:53 -06'00'



## DocuSign City Council Transmittal Coversheet

FILE	7136
File Name	Vehicle Equipment Management Services NAPA
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

THE STATE OF TEXAS                    §  
  §  
COUNTY OF DENTON                   §

FIRST AMENDMENT TO CONTRACT  
BY AND BETWEEN THE CITY OF DENTON, TEXAS  
AND GENUINE PARTS COMPANY, dba NAPA AUTO PARTS

THIS FIRST AMENDMENT TO CONTRACT **7136** (this “Amendment”) by and between the City of Denton, Texas (“City”) and **Genuine Parts Company dba NAPA Auto Parts** (“Contractor”) to that certain contract executed on **January 28, 2020**, in the original not-to-exceed amount of **\$20,000,000.00** (the “Agreement”); for services related to the for the purchase of products and services for the on-site parts facility for Fleet Services;

WHEREAS, the City deems it necessary to further expand the services provided by Contractor to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount **\$5,000,000.00** with this First Amendment for an aggregate not-to-exceed amount of **\$25,000,000.00**; and

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments.

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

NOW THEREFORE, the City and Contractor (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. This Amendment modifies the Agreement amount to provide an additional \$5,000,000.00 for additional services and materials to be provided in accordance with the terms of the Agreement with a revised aggregate not-to-exceed total of \$25,000,000.00.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date\_\_\_\_\_.



**Certificate Of Completion**

Envelope Id: 69E4512BD7414A7E82323F7A28D1E1B3	Status: Sent
Subject: Please DocuSign: City Council Contract 7136 Vehicle and Equipment Management Services NAPA Amd 1	
Source Envelope:	
Document Pages: 3	Signatures: 3
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Gabby Leeper
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Gabby.Leeper@cityofdenton.com
	IP Address: 198.49.140.104

**Record Tracking**

Status: Original	Holder: Gabby Leeper	Location: DocuSign
2/2/2024 8:19:21 AM	Gabby.Leeper@cityofdenton.com	

**Signer Events**

Signer Events	Signature	Timestamp
Gabby Leeper	<b>Completed</b>	Sent: 2/2/2024 8:29:52 AM
gabby.leeper@cityofdenton.com		Viewed: 2/2/2024 8:29:59 AM
Buyer		Signed: 2/2/2024 8:30:55 AM
City of Denton	Using IP Address: 198.49.140.104	
Security Level: Email, Account Authentication (None)		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lori Hewell		Sent: 2/2/2024 8:30:57 AM
lori.hewell@cityofdenton.com		Viewed: 2/4/2024 2:01:12 PM
Purchasing Manager		Signed: 2/4/2024 2:01:26 PM
City of Denton	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 198.49.140.104	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Marcella Lunn		Sent: 2/4/2024 2:01:27 PM
marcella.lunn@cityofdenton.com		Viewed: 2/5/2024 9:48:29 AM
Senior Deputy City Attorney		Signed: 2/5/2024 9:49:42 AM
City of Denton	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 198.49.140.10	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Art Fischer		Sent: 2/5/2024 9:49:44 AM
Art_fischer@genpt.com		Resent: 2/5/2024 2:14:43 PM
Division Vice President		Viewed: 2/6/2024 7:41:26 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Signed: 2/6/2024 7:41:42 AM
	Using IP Address: 97.64.59.126	

**Electronic Record and Signature Disclosure:**  
Accepted: 2/6/2024 7:41:26 AM  
ID: cc0561a5-79a8-4a6d-b550-17d6a5037b68

**Signer Events**

Tom Gramer  
 Tom.Gramer@cityofdenton.com  
 Director  
 Facilities and Fleet  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

Signature Adoption: Drawn on Device  
 Using IP Address: 47.218.91.50  
 Signed using mobile

**Timestamp**

Sent: 2/6/2024 7:41:43 AM  
 Viewed: 2/6/2024 7:42:23 AM  
 Signed: 2/6/2024 7:43:24 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/6/2024 7:42:23 AM  
 ID: caaa1237-8116-4007-89e2-7fcc160edd62

Cheyenne Defee  
 cheyenne.defee@cityofdenton.com  
 Procurement Administration Supervisor  
 City of Denton  
 Security Level: Email, Account Authentication  
 (None)

Sent: 2/6/2024 7:43:27 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Sara Hensley  
 sara.hensley@cityofdenton.com  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Jesus Salazar  
 jesus.salazar@cityofdenton.com  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/5/2024 5:24:35 PM  
 ID: 0d31c411-7ab3-4970-bd8e-d68bc7a67dcf

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Cheyenne Defee  
 cheyenne.defee@cityofdenton.com  
 Procurement Administration Supervisor  
 City of Denton  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 2/2/2024 8:30:57 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Carbon Copy Events****Status****Timestamp**

Gretna Jones  
 gretna.jones@cityofdenton.com  
 Legal Secretary  
 City of Denton  
 Security Level: Email, Account Authentication  
 (None)

COPIED

Sent: 2/6/2024 7:43:26 AM  
 Viewed: 2/6/2024 1:49:24 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

City Secretary Office  
 citysecretary@cityofdenton.com  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Robin Melendez-Martin  
 robin.melendez-martin@cityofdenton.com  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	2/2/2024 8:29:52 AM
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**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Denton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

**To advise City of Denton of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](mailto:melissa.kraft@cityofdenton.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Denton**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Denton**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.