

**CITY OF CORONA
EIGHTH AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH FASTENAL COMPANY
(WAREHOUSE SUPPLY AND INVENTORY CONTROL/ VENDING MACHINE
PROGRAM SERVICES)**

1. PARTIES AND DATE.

This Eighth Amendment to the Maintenance/General Services Agreement (Eighth Amendment”) is made and entered into this 3rd day of July, 2024 by and between the City of Corona (“City”) and Fastenal Company, a Minnesota Corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Eighth Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated July 3, 2013 (“Agreement”), whereby Contractor agreed to provide Warehouse Supply and Inventory Control/ Vending Machine Program Services.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about July 1, 2014 (“First Amendment”). City and Contractor entered into that certain Second Amendment to the Maintenance/General Services Agreement on or about June 17, 2015 (“Second Amendment”). City and Contractor entered into that certain Third Amendment to the Maintenance/General Services Agreement on or about July 20, 2015 (“Third Amendment”). City and Contractor entered into that certain Fourth Amendment to the Maintenance/General Services Agreement on or about July 1, 2016 (“Fourth Amendment”). City and Contractor entered into that certain Fifth Amendment to the Maintenance/General Services Agreement on or about March 29, 2017 (“Fifth Amendment”). City and Contractor entered into that certain Sixth Amendment to the Maintenance/General Services Agreement on or about June 26, 2018 (“Sixth Amendment”). City and Contractor entered into that certain Seventh Amendment to the Maintenance/General Services Agreement on or about February 19, 2020 (“Seventh Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the Eighth time to (1) extend the Term of the Agreement retroactively from July 3, 2013 to June 30, 2026; (2) amend the Compensation.

3. TERMS.

3.1 Term. Section 3.1.2 (Term) of the Agreement and Amendments are hereby deleted in their entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from July 1, 2013 to June 30, 2026 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.9 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Compensation. Section 3.3.1 (Compensation) of the Agreement and Amendments are hereby deleted in their entirety and replaced with the following:

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-2” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Four Hundred and Fifty Thousand Dollars (\$450,000) per fiscal year (“Total Compensation”) without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3 Continuing Effect of Agreement. Except as amended by this Eighth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Eighth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Eighth Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Eighth Amendment.

3.5 Counterparts. This Eighth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**CITY'S SIGNATURE PAGE
FOR
EIGHTH AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH FASTENAL COMPANY
(WAREHOUSE SUPPLY AND INVENTORY CONTROL/ VENDING MACHINE
PROGRAM SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Eighth Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: _____
Kim Sitton
Finance Director

Reviewed By: _____
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Yasmin Lopez
Purchasing Manager

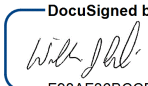
Reviewed By: _____
7EA1A220C1F949E...
Scott Briggs
Lead Purchasing Specialist

Attest : _____
Sylvia Edwards
City Clerk

**CONTRACTOR'S SIGNATURE PAGE
FOR
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PROGRAM SERVICES)**

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**FASTENAL COMPANY
a Minnesota Corporation**

By:  DocuSigned by:
F08AF36BCCF24BD...
William Drazkowski
Executive Vice President
(Insert Title)

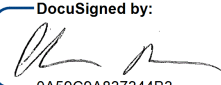
By:  DocuSigned by:
0A59C9A837344B3...
Charles Miller
Sr. Executive Vice President
(Insert Title)

EXHIBIT "C-2" **COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

1. ANNUAL WEB HOSTING FEE.

- 1.1 FEE PER UNIT. Contractor shall be entitled to an annual web hosting fee of Three Hundred Dollars (\$300) per unit of FVS Equipment supplied to City under this Agreement ("Annual Web Hosting Fee"). The Annual Web Hosting Fee shall be due and payable at the end of each Fiscal Year (as used herein, "Fiscal Year" shall mean July 1st of one calendar year through June 30th of the following calendar year).
- 1.2 WAIVER. Notwithstanding the foregoing, the Annual Web Hosting Fee shall be waived by Contractor for any Fiscal Year during which the City meets or exceeds the Minimum Annual Spend Requirement defined in Section 4.3 below.
- 1.3 EARLY EXPIRATION OR TERMINATION OF AGREEMENT. If this Agreement expires or terminates prior to the end of any Fiscal Year, the Annual Web Hosting Fee and Minimum Annual Spend Requirement shall be pro-rated through the effective date of the expiration or termination, in order to determine the amount of Web Hosting Fee, if any, to which Contractor is entitled.

2. MARKET BASKET AND PRICE LIST.

- 2.1 CURRENT LIST. Consumable products and industrial supplies purchased by the City from Contractor's Market Basket and Price List shall be purchased at the prices listed in the Market Basket and Price List. The Market Basket and Pricing List, which is currently forty-one (41) pages in length, shall be printed and made available to City and Contractor.
- 2.2 AMENDMENTS TO LIST. The Market Basket and Pricing List may be amended in February of each year, and any such amendment shall be effective as of March 1st. On or before March 1 of each year, Contractor shall print and email to City's Representative an updated Market Basket and Pricing List, which shall be deemed to be incorporated by reference into this Agreement.

3. OUTSIDE MARKET BASKET AND PRICE LIST.

- 3.1 CREATION AND MAINTENANCE OF LIST. For any additional product not listed in the Market Basket and Price List which City desires to have stocked in the FVS Equipment, Contractor shall create and maintain a list of such products and their related prices, which list shall be known as the Outside Market Basket and Price List. Upon approval by City of the price quoted by Contractor, as provided for in Section 1.6 of Exhibit "A" attached hereto, Contractor shall add such product to the Outside Market Basket and Price List.

4. MINIMUM SPEND REQUIREMENTS.

- 4.1 MINIMUM MONTHLY SPEND REQUIREMENT. The City agrees to purchase Products from each unit of FVS Equipment in at least the amounts noted below per month ("Minimum Monthly Spend Requirement). Prices are provided for unit types which have not been designated by City in Section 1.1 of Exhibit "A" attached, but will be used in the event they are subsequently requested by City.

<u>Type of Equipment</u>	<u>Monthly Minimum</u>
Fast2000 Vending Machines	\$2,000/unit
Fast3000 Vending Machines	\$1,000/unit
Fast4000 Vending Machines	\$4,000/unit
Fast5000 Vending Machines	\$2,000/unit
Fast10000 Vending Machines	\$3,000/unit
3 Door Lockers	\$250/unit
12 Door Lockers	\$750/unit
18 Door Lockers	\$1,500/unit
72-Hole Bins	\$250/unit

The aggregate amount purchased from all FVS Equipment during a particular month will be used to determine if the Minimum Monthly Spend Requirement has been met for that month, not the amount purchased from each unit of FVS Equipment.

- 4.2 QUARTERLY REVIEW AND FAILURE TO MEET MINIMUM MONTHLY SPEND REQUIREMENT. The aggregate Minimum Monthly Spend Requirement for all FVS Equipment shall be reviewed as of October 1st, January 1st, April 1st and July 1st of each Fiscal Year for the immediately preceding three (3) months. If the City's purchases for those three (3) months do not meet the aggregate Minimum Monthly Spend Requirement noted above multiplied by three (3), Contractor may invoice the City three percent (3%) of the difference between the aggregate Minimum Monthly Spend Requirement multiplied by three (3) and the amount actually spent for Products from all FVS Equipment over that same period.
- 4.3 MINIMUM ANNUAL SPEND REQUIREMENT. The Minimum Annual Spend Requirement shall be calculated as the sum of the aggregate Minimum Monthly Spend Requirement multiplied by twelve (12).
- 4.4 EARLY EXPIRATION OR TERMINATION OF AGREEMENT. If this Agreement expires or terminates prior to the end of any Fiscal Year, the Minimum Monthly Spend Requirement and the Minimum Annual Spend Requirement shall be pro-rated through the effective date of the expiration or termination.

5. OWNERSHIP OF FVS EQUIPMENT.

- 5.1 PURCHASE OF BINS. After a 72-Hole Bin has been located at any City facility for a period of three (3) years, title to the 72-Hole Bin shall automatically transfer to the City at no additional cost to the city, provided the City is not in default of this Agreement or any other agreement with Contractor. If this Agreement expires or is terminated prior to the three (3) years, the 72-Hole Bin supplied by Contractor may be purchased by the City at a pro-rated price, based on Contractor's then current wholesale price for said 72-Hole Bin, within ten (10) days from the date of expiration or termination.

6. AS-NEEDED MAINTENANCE SERVICES.

- 6.1 Hourly Rate. As-Needed Maintenance Services shall be performed at the hourly rate provided for in Exhibit "C" attached hereto, by Contractor at the rate of Ten Dollars (\$10.00) per hour.

7. BONDS.

- 7.1 Section 3.2.13 Bond Requirements. As provided for in Section 3.2.13 of the Agreement, no bonds are required at this time for this Agreement.