

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE  
INTERCEPTOR AND MISCELLANEOUS VEHICLES**

**THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE INTERCEPTOR** (this “First Amendment”) is made and entered into this 22nd of July 2020, by and between Parks Chevrolet, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement for Interceptor and Miscellaneous Vehicles dated July 22, 2019 (the “Contract”) pursuant to which the Company agreed to provide Interceptors and Miscellaneous Vehicles for the City of Charlotte.
- B. The parties now desire to amend the Contract to extend the Term of the Contract by the first of four (4) one-year renewal terms and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

**AGREEMENT**

1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This First Amendment extends the Term of the Contract by the first of four (4) one-year renewal terms to expire on July 21, 2021.
4. Section 17 of the Contract (“Delivery Time”) is hereby replaced as follows:
  17. DELIVERY TIME. When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is the essence. The Company’s Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity. However, failure to meet a delivery time will not be considered a breach of this section if such failure is due to a Force Majeure Event as described in Section 42 below.
5. Section 42 of the Contract (“Force Majeure”) is hereby replaced as follows:
  42. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- a. Could not have been prevented by reasonable precaution;
- b. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- c. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, public health emergencies, epidemics, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision.

6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

PARKS CHEVROLET, INC.

BY:   
(signature)

PRINT NAME: RICK NASH

TITLE: FLEET ACCOUNT MANAGER

DATE: 6-8-2020

CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE

BY: \_\_\_\_\_  
(signature)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**CITY OF  
CHARLOTTE**  
Digital Contract Routing Form  
Non-Encumbered

Date Submitted: July 07, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2020000117

Amendment #: 1

Contract Name: Interceptor and Miscellaneous Vehicles

Vendor Legal Name: Parks Chevrolet, Inc.

Vendor #: 90240

**REQUIRED ATTACHMENT(S):**

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

<https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx>

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

**City of Charlotte**

eSigned via SeamlessDocs.com

*Angela Charles*

Key: 099f2b82106208b08004830a6d9eb831

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