

**VEHICLE AND EQUIPMENT PARTS MANAGEMENT AND SUPPLY AGREEMENT  
BY AND BETWEEN  
ALEXANDRIA AUTO PARTS, INCORPORATED  
AND  
KENTON COUNTY FISCAL COURT**

This Agreement is made and entered into by and between **Alexandria Auto Parts, Incorporated, D/B/A "NAPA"**, a Kentucky Corporation, having its principal place of business as 207 Washington Street, Alexandria, Kentucky, 41001, hereinafter "**NAPA**", and **Kenton County Fiscal Court**, a governmental entity, hereinafter referred to as "**County**";

**Whereas**, County solicited supply proposals from area auto part and equipment suppliers, for the supply of various parts and maintenance items; and

**Whereas**, NAPA submitted a bid proposal to supply County with the maintenance supplies and all future automotive and equipment parts and supplies; and

**Whereas**, County desires NAPA to provide such goods and services as outlined in Request for Proposal titled: Vehicle and Equipment Parts Management Supply; and

**NOW, THEREFORE**, the parties agree as follows:

**1. SCOPE OF SERVICES**

NAPA shall be the exclusive vehicle and equipment, parts and maintenance supplier for County. NAPA shall comply with and provide services in compliance with applicable federal state, and local statutes, ordinances, and regulations. The Bid specifications attached as "Exhibit A" are incorporated herein and outline NAPA and County's mutual assent to the same.

**2. TERM OF AGREEMENT**

This agreement shall commence September 1, 2021, and continue therefrom for an initial term of two (2) years. The agreement may renew under the same terms and conditions for no more than five (5), one (1) year renewal terms. If no action is taken to terminate the contract, according to section 9, the agreement shall automatically renew.

**3. OPERATIONAL RESPONSIBILITIES**

- A. Provide the automotive parts and related supplies required by County for their respective service and repair facilities.
- B. Provide on-site parts inventory adequate to meet the parts availability performance standards.
- C. Provide parts information management services to assist the County with the management of its fleet of vehicles and equipment.
- D. Provide such other related services as may be required and directed by the County.

- E. NAPA shall provide the good and services as expressly requested in the County's request for proposals, attached hereto and incorporated as if fully set forth herein as Exhibit "A," and any additional goods or services offered by NAPA in its responsive bid proposal attached hereto and incorporated as if fully set forth herein as Exhibit "B."

#### **4. EQUAL EMPLOYMENT OPPORTUNITY**

NAPA agrees that it shall not discriminate against any employee or applicant for employment or any matter directly or indirectly related to employment, because of race, color, religion, familial status, sex, sexual preference, gender identity, national origin, physical or mental handicap where not relevant to the job, height, weight, age between 18 and 70, marital and/or parental status, or other criteria made illegal by state or federal law or county policy. In addition, NAPA agrees to take affirmative steps to maintain a compliant workplace and employment practices in compliance with the above criteria.

#### **5. PERSONNEL**

- A. NAPA shall provide a project manager, with the experience and expertise adequate to meet the County's expectations. The County reserves the right to approve the hiring, changing, or termination of the project manager through the term of this Agreement.
- B. NAPA shall provide sufficiently trained, knowledgeable personnel to efficiently and effectively supply County's needs. NAPA shall employ all such personnel and be solely responsible for their total compensation and affiliated payroll expenses. County shall have the authority to demand discipline or removal of any such employee from servicing the County through this Agreement.
- C. County reserves the right to request a meeting with the project manager at any reasonable time to address any issue County may have with NAPA's personnel.

#### **6. PAYMENT**

With each delivery, NAPA shall submit itemized invoices for all products and services provided in the delivery. County shall pay undisputed invoices within thirty (30) days of receipt of the invoice.

#### **7. WARRANTY**

All parts and supplies furnished by NAPA shall include the full manufacturer's warranties and guarantees. NAPA shall guarantee that all maintenance applications will fit the intended application and further guarantee that the product will work for the intended application.

#### **8. RECORDS**

- A. NAPA shall provide authorized County representatives, at reasonable times, and within a reasonable timeframe, access to and copies of all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, time cards, and memoranda related to this Agreement. These records become the property of the County upon contract termination or conclusion.

- B. NAPA is expected to maintain, or have access to, the service manuals, parts manuals, service bulletins, lubrication charts, and other information necessary to procure and supply the parts and related materials necessary to service and repair the County's fleet.
- C. NAPA shall provide a bi-weekly invoice report that will summarize all outstanding invoices, including overall cost.

In addition, NAPA shall submit quarterly reports detailing all parts purchased within the quarter. The quarterly report shall clearly indicate the part, part number, invoice number, cost at which NAPA purchased the part, the corresponding markup added to the part and the final cost of the part to the county. Upon receiving the quarterly report, the County shall select ten (10) individual parts from the report and NAPA shall provide documentation detailing the cost at which NAPA purchased each part. Quarterly reports shall be received by the County within ten (10) business days of the quarter's end. Verification of NAPA's actual part cost for ten (10) parts shall be completed within twenty (20) business days of the quarter's end. County reserves the right to request documentation of cost at which NAPA purchased any part at any time.

- D. On the calendar year of the effective date of the Agreement, and each anniversary date thereafter, NAPA shall submit to the County a written annual report that summarizes the year's activity in a format agreed upon by NAPA and County.
- E. NAPA shall submit, as needed and requested by the County, a report to County that fully describes the parts and supplies that were replaced under warranty. County reserves the right to obtain additional reports as reasonably required.
- F. The parties agree to hold an annual meeting no less than sixty (60) days before the end of each anniversary of the commencement date. During this meeting, NAPA shall present a summary of accomplishments relative to performance standards, budgets, and overall performance. The presentation shall include recommendations for changes to improve performance during the upcoming term.

## 9. TERMINATION

At the conclusion of year one of the initial two (2) year term of this agreement, NAPA shall have the sole option of terminating this Agreement if County's purchases did not equal or exceed \$130,000 during that first year. In the event NAPA elects for termination after the first year, NAPA shall be required to provide sixty (60) days notice to County and continue to provide the contract prescribed services during that sixty (60) day period.

Upon reaching any anniversary date thereafter, either party may terminate the agreement after providing sixty (60) days notice to the other party. NAPA shall only be allowed to initiate termination if the County's purchases did not equal or exceed \$130,000 during the preceding year, and NAPA shall be required to continue providing the contract prescribed services during any sixty (60) day termination notice period, no matter which party initiated the termination.

Upon receiving a Notice of Termination from NAPA, The County may elect, in lieu of termination, to pay an additional five percent (5%) compensation to all future purchases under this Agreement.

**10. ASSIGNMENT AND SUBCONTRACTING**

NAPA shall not assign this Agreement to any other entity without the express written consent of County, which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve NAPA of its independent obligation to provide the services and be bound by the requirements of this Agreement.

**11. NOTICE**

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

A. Kenton County Fiscal Court  
1840 Simon Kenton Way, Suite 5200  
Covington, KY 41011

B. Alexandria Auto Parts, Inc.  
207 Washington Street  
Alexandria, KY 41001

**12. GOVERNING LAW AND DISPUTES**

This Agreement and the rights and obligations hereto shall be governed by and construed according to the Laws of the Commonwealth of Kentucky, except as specifically noted. Disputes between the Parties shall first be formally mediated by a third party or entity mutually agreeable to the Parties. The mediation shall be non-binding, and each party shall share the cost of the mediation. In the event there is a pending statute of limitations or similar issue, and it is necessary to file an action immediately, the Parties agree to attempt non-binding mediation within sixty (60) days of the filing of any such action.

**13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representation, negotiations, discussions, and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless otherwise provided for in this Agreement or the same is in writing and signed by the respective Parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby, except to the extent any prior negotiations or documents are specifically incorporated in the agreement.

In the event of any conflict or discrepancy in the provisions of the contract document, the document shall be interpreted on the basis of the following order or priority:

1. The Contract Document

2. Exhibit "A"
3. Exhibit "B"

#### **14. AMENDMENT**

This Agreement may be amended or revised only in writing and signed by all Parties.

#### **15. WAIVER OF BREACH**

The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same matter or other provision hereof

#### **16. SEVERABILITY**

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

#### **17. COOPERATION**

On and after the date of this Agreement, each Party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things; which either party may reasonably require to effectuate the provisions and intentions of this Agreement to the extent allowed by law. In the event language in this Agreement and language in the attached Bid proposal conflict, Parties agree to seek a mutually beneficial interpretation of the conflicting terms. If the Parties cannot reach a consensus on the conflicting language, resolution shall proceed as under Section 12.

#### **18. TIME OF ESSENCE**

Time is and shall be of the essence of this Agreement.

#### **19. AUTHORITY**

The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

#### **20. BINDING EFFECT**

This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

#### **21. CUMULATIVE POWERS**

Except as expressly limited by the terms of this Agreement, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with the legal authority to do so.

KENTON COUNTY FISCAL COURT

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

Printed Name: \_\_\_\_\_ Title \_\_\_\_\_

Date: \_\_\_\_\_

ALEXANDRIA AUTO PARTS, INC. D/B/A "NAPA"

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

Printed Name: Chris Cottingham Title President

Date: 8/20/21