

**INTEGRATED SUPPLY AGREEMENT**  
**BY AND BETWEEN**  
**GENUINE PARTS COMPANY**  
**AND**  
**THE CITY OF WESTMINSTER, COLORADO**

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**THIS INTEGRATED SUPPLY AGREEMENT** (this “Agreement”) is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) (“NAPA”), and City of Westminster, (“CUSTOMER”), to be effective as of the 11th day of May, 2022 (the “Effective Date”).

**W I T N E S S E T H**

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 #110520-GPC on December 23, 2020 (hereinafter, “Sourcewell Contract”), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services (Exhibit C is attached for informative reference and background only and its terms shall not be deemed to govern this Agreement nor override any conflicting portion or term of this Agreement); and

WHEREAS, by becoming a participating member of Sourcewell (hereinafter, “Member”), CUSTOMER and its related entities (hereinafter, “User Agencies”) are authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Sourcewell Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such Sourcewell Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the Sourcewell Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the Sourcewell Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER’s locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the “Inventory” or “Products”) to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA (“On Site Location”) and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

**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:

### **AGREEMENT**

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.
- (b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark “NAPA” which is wholly owned by NAPA.
- (c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark “NAPA” with respect to which NAPA maintains no ownership interest.
- (d) ***Current NAPA Jobber Acquisition Cost*** shall mean NAPA’s current gold price as set forth on NAPA’s Confidential Jobber Cost and Suggested Resales price list.

2. **CUSTOMER’S CURRENT LOCATIONS.** NAPA will establish On Site Location(s) at the CUSTOMER’S following location(s):

6405 West 88<sup>th</sup> Ave.  
Westminster, CO 80031  
Fleet Manager: Joe Murzynsky

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. **TERM.** Subject to the terms and conditions set forth below, this Agreement shall begin on the Effective Date and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the Sourcewell Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the parties. Notwithstanding the foregoing, should the parties desire to extend

Sourcewell Contract

this Agreement past the termination or expiration date of the Sourcewell Contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. Further, as Sourcewell awards new successive agreements to NAPA following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Agreement. Either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination. Notwithstanding the foregoing, this Agreement is expressly contingent upon the approval of the City of Westminster's City Council of all the terms set forth herein. In the event this Agreement is not approved in its entirety by City Council, neither Party shall be bound to the terms of this Agreement. All payments under this Agreement are subject to annual appropriation of the funds. Therefore, nothing in this Agreement shall be deemed or construed as a multiple year fiscal obligation under the meaning of Colorado Constitution Article X, Section 20, also known as the TABOR Amendment.

**4. DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Location(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Location(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Location(s). NAPA shall provide computer ordering and cataloging to each On Site Location.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Location.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

**5. DUTIES AND RESPONSIBILITIES OF CUSTOMER.** CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Location(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Location(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Location(s) whatsoever.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory. Access to the secured On Site Location(s) shall be restricted to NAPA employees and authorized NAPA representatives only during regular business hours. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Location area unless accompanied by a NAPA employee or other authorized NAPA representative, or unless doing so is immediately necessary to meet an immediate structural or health and safety threat such as fire, flood, or toxic leak. During operational hours when the NAPA employee is off-duty or during non-operational hours where NAPA employees are unavailable, NAPA will allow access to the On Site Location by CUSTOMER's authorized Manager/Supervisor only. CUSTOMER will provide NAPA with the name of CUSTOMER's authorized Manager/Supervisor, and in any case where CUSTOMER enters the parts room without the presence of NAPA personnel, shall be responsible for identifying and logging any parts removed from the parts room. On-Site Location Inventory shall be accounted for on a monthly basis by NAPA. Missing or damaged Inventory shall be reported to CUSTOMER on a weekly basis and shall be billed to CUSTOMER on a monthly basis. CUSTOMER hereby assumes and shall bear any and all risk of loss or damage from any cause to the Inventory and other personal property located in the On Site Location(s), except for loss or damage arising out of the acts, errors or omissions of NAPA. NAPA shall invoice CUSTOMER for any such loss of or damage to the Inventory and/or other personal property located in the On Site Location(s), and CUSTOMER shall pay such invoiced amount to NAPA in accordance with the payment terms set forth in Section 7 below.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Location(s)) the roof, exterior walls, foundation, and structural portions of the On Site Location(s) and all portions of the electrical and plumbing systems lying outside of the On Site Location(s) but serving the On Site Location(s). CUSTOMER shall be permitted to enter the On Site Location(s) as necessary to conduct such maintenance and repair.

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. **ALTERNATIVE SUPPLIERS.** Each On Site Location may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25<sup>th</sup> day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25<sup>th</sup> day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

CUSTOMER and NAPA agree that Pricing Option #2a (10% Gross Profit on Products/Monthly Operating Expenses) below shall be in effect for this Agreement.

**PRICING OPTION #2a (10% GROSS PROFIT ON PRODUCTS / MONTHLY OPERATING EXPENSES)**

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by CUSTOMER of each On Site Location's operating expenses. By billing CUSTOMER for these two categories, NAPA's On Site Location(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

- (a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "***NAPA Product Price,***" which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "***Non-NAPA Product Price,***" which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

- (b) **Operational Expenses.** Any and all costs and expenses associated with the operation of the On Site Location(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Location(s), worker’s compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Location(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Location(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Location is charged certain corporate allocation expenses for various line items shown on Exhibit B (“Corporate Allocation Expenses”) which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Location(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Location operations, and maximizing on-site cost efficiency.

#### PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$1.00. CUSTOMER’s price would be $\$1.00/.90=\$1.11$
Non-NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is NAPA’s current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. CUSTOMER’s price would be $\$1.00/.90=\$1.11$

Operational Expenses	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for the NAPA On Site Location(s) after Products and Operational Expenses are billed to CUSTOMER.

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Expenses will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for all Products and Operational Expenses billed to CUSTOMER pursuant to this Section 7 shall be set at \$750,000,00 (Seven Hundred and Fifty Thousand dollars and zero cents) per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract.

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

**8. INSURANCE.** NAPA shall maintain Workers' Compensation Insurance in accordance with the Workers' Compensation laws of the State of Colorado. NAPA shall maintain an Automobile Liability policy of \$500,000 per person/\$1,000,000 per occurrence and a Commercial General Liability policy of \$500,000 per person/\$1,000,000 per occurrence; or alternatively, NAPA shall maintain an Automobile Liability policy and a Commercial General Liability policy each with a \$1,000,000 per occurrence combined single limit. CUSTOMER shall be named as an additional insured under NAPA's Automobile and Commercial General Liability coverages, providing that such insurance is primary with respect to claims made by the CUSTOMER to the extent of NAPA's indemnification obligations. These coverages shall be occurrence-based policies, and shall specifically provide that all coverage limits are exclusive of costs of defense, including attorney fees. NAPA shall provide certificates of insurance to the CUSTOMER indicating

compliance with this paragraph. It shall be an affirmative duty of NAPA to notify the CUSTOMER in writing within a reasonable time of notice of the cancellation of or substantive change to any insurance policy set out herein, and failure to do so shall be a breach of this Agreement.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO General Services DEPARTMENT, ATTENTION: Joe Murzynsky.

9. **NO LIENS.** CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Location(s).

10. **PERSONNEL.** NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Location(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Location(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. **WARRANTY/LIABILITY DISCLAIMER.** All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the Products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA Products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. **TERMINATION FOR CAUSE.** This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty

(30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

**13. EFFECT OF TERMINATION.** Immediately upon termination, expiration, or non-renewal of this Agreement for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination, expiration, or non-renewal.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Location(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 13, 14, 15, 16, and 22 shall survive the termination, expiration, or non-renewal of this Agreement for any reason.

**14. BUY-BACK OF INVENTORY.**

(a) Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA Inventory owned by NAPA and located in each On Site Location at NAPA's On Site Location's current product acquisition cost, and CUSTOMER shall have the option to purchase all NAPA Inventory, owned by NAPA and located in each On Site Location at the Current NAPA Jobber Acquisition Cost. Upon CUSTOMER's request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Location(s). Such obligation to purchase non-NAPA Inventory shall be subject to a cap of \$100,000, and shall still be subject to the maximum billable amount specified in this Agreement or any Amendment thereto, and under no circumstances shall CUSTOMER be required to pay any more than this specified amount in any annual contract period, including the inventory buy-back.

**15. INDEMNIFICATION.** To the fullest extent permitted by law the NAPA agrees to indemnify, defend, and hold harmless the CUSTOMER, its officers and

employees from and against all liability, claims, and demands, including but not limited to reasonable attorneys' fees, on account of any injury, loss, or damage arising out of, connected to or resulting from the negligent acts, omissions, or fault of NAPA or anyone directly or indirectly employed by NAPA, or anyone for whose acts NAPA may be liable, excluding any portion directly attributable to the CUSTOMER's own negligence, and only to the degree or percentage of negligence or fault agreed to be or adjudicated to be attributable to NAPA anyone directly or indirectly employed by NAPA, or anyone for whose acts NAPA may be liable.

**16. NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA:                   Genuine Parts Company D.B.A.  
NAPA AUTO PARTS  
7150 S. Fulton St.  
Suite 300  
Centennial, CO 80112  
Attn: Eric Fritsch

As to CUSTOMER: 4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031  
Attn: Joe Murzynsky, Fleet Manager  
Email: jmurzyns@CityofWestminster.us

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand or overnight courier service or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 16.

**17. FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies, pandemics, or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter; provided that the foregoing in this Section 17 shall not apply to obligations relating to the payment of money.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Location(s) in the reasonable judgment of NAPA.

**18. SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

**19. AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

**20. NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Notwithstanding the same, only waivers made in writing shall be valid and enforceable.

**21. LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

**22. LIMITATION OF LIABILITY.** WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

**23. INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto. Nothing in this Agreement or any of its appendices, exhibits, or attachments, shall constitute or designate NAPA or any of its employees or agents as agents or employees of the CUSTOMER.

**24. APPLICABLE LAWS AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado and the Charter of the City of Westminster. This Agreement shall be deemed entered into in both Adams County and Jefferson County, State

of Colorado, as the CUSTOMER is located in both counties. At the CUSTOMER's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Agreement or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in either county. Nothing in this Agreement or any of its, appendices attachments, or exhibits, shall be deemed or construed as a waiver of any of the protections to which CUSTOMER may be entitled under the Constitution of the State of Colorado or pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

**25. COUNTERPARTS.** The Parties hereby acknowledge that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signature pages may be executed via ink signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means. Further, the Parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

**26. SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

**27. SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

**28. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

**29. SCOPE OF SERVICES.** The parties hereby agree to the Scope of Services attached hereto as Exhibit D, which is incorporated into this Agreement in its entirety.

**30. EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, NAPA shall not unlawfully discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, immigration status, gender identity or expression, sexual orientation, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. NAPA represents that it will require a similar affirmation of

nondiscrimination in any contract it enters into with a subcontractor as part of the execution of this Agreement.

**31. PROHIBITED INTEREST.**

(a) NAPA agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. NAPA further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

(b) No official or employee of the CUSTOMER shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**32. BOOKS AND RECORDS.** NAPA's books and records with respect to this Agreement and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the CUSTOMER's inspection at all reasonable times at the places where the same may be kept. NAPA shall not be required to retain such books and records for more than three (3) years after the termination, expiration or non-renewal of this Agreement.

**33. REMEDIES.** NAPA agrees that the economic loss rule as set forth in *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000) shall not serve as a limitation on CUSTOMER's right to pursue tort remedies in addition to other remedies it may have against NAPA. Such rights and remedies shall survive any termination of this Agreement.

**34. SUBCONTRACTING.** Except subcontractors identified by name and accepted by the CUSTOMER as part of Exhibit E, NAPA may not employ additional subcontractors to perform work without the CUSTOMER's express prior written approval. NAPA is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors. Notwithstanding the foregoing, for purposes of this Agreement, NAPA's parts and equipment suppliers and third party delivery service providers (e.g. UPS, USPS, FedEx) shall not be considered "subcontractors" of NAPA.

**35. ENFORCEMENT OF AGREEMENT.** In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Agreement, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

**36. AUTHORIZATION OF AGREEMENT.** The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

**37. IMMIGRATION COMPLIANCE.** To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the

following provisions shall apply: NAPA shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement. In addition, NAPA shall not enter into a contract with any entity that fails to certify to NAPA that it shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement. If NAPA obtains actual knowledge that an entity performing work under this Agreement knowingly employs or contracts with an undocumented worker, NAPA shall notify the entity and the CUSTOMER within three (3) days that NAPA has actual knowledge that the entity is employing or contracting with an undocumented worker. Furthermore, NAPA shall terminate such contract with the entity if, within three (3) days of receiving the notice required pursuant to this paragraph, the entity does not stop employing or contracting with the undocumented worker. Except that NAPA shall not terminate the contract with the entity if during such three (3) days the entity provides information to establish that the entity has not knowingly employed or contracted with an undocumented worker.

NAPA certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program"). NAPA shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake pre-employment screening of job applicants while performing this Agreement. NAPA shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

**[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.

<p>Genuine Parts Company, NAPA</p> <p>B <i>Eric Fritsch</i> _____</p> <p>Printed Name: Eric Fritsch</p> <p>Title: Vice President</p> <p>ATTEST:</p> <p>_____</p> <p>Printed Name: _____</p> <p>Title: Corporate Secretary</p> <p>(Corporate Seal)</p>	<p>CITY OF WESTMINSTER</p> <p>By <i>Jody Andrews</i> _____</p> <p>Printed Name: Jody Andrews _____</p> <p>Title: Interim City Manager _____</p> <p>ATTEST:</p> <p><i>[Signature]</i> _____</p> <p>City Clerk</p> <p>(Seal) </p> <p>APPROVED AS TO LEGAL FORM</p> <p>B: <i>Mathew Munch</i> _____</p> <p>City Attorney</p> <p>I certify that either an appropriation has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Agreement.</p> <p><i>Jody Andrews</i> _____</p> <p>City Manager</p> <p>Account No.            30012460.73600.0000                                     30012460.74100.0000                                     30012460.67800.0000</p>
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**EXHIBIT A**  
**ASSIGNMENT**

See attached.

**ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter “Assignor”), hereby assigns, transfers, sets over and delivers to [JOBBER], a \_\_\_\_\_ (hereinafter “Assignee”), all of Assignor’s rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated \_\_\_\_\_ by and between Genuine Parts Company and \_\_\_\_\_ [CUSTOMER] (the “Integrated Supply Agreement”).

Location(s): \_\_\_\_\_

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by “NAPA” in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as “NAPA” therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein and hereby agrees to release and discharge Assignor from any further obligation or liability under the Integrated Supply Agreement and to look solely to Assignee as the responsible party under the Integrated Supply Agreement for all liabilities or obligations arising from and after the effective date of this assignment.

The parties hereto agree that the assignment as set forth herein shall be effective as of 12:01 a.m. on \_\_\_\_\_.

[Signatures appear on following page]

**IN WITNESS WHEREOF**, the undersigned have set their hands this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

ASSIGNOR:

ASSIGNEE:

GENUINE PARTS COMPANY

\_\_\_\_\_ [JOBBER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Agreed and acknowledged:

\_\_\_\_\_ [CUSTOMER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT B**

**SAMPLE PROFIT AND LOSS STATEMENT**

See attached.

## City of Westminster, CO - Sample 5 year proforma and ROI



Projected Expenses	NAPA Monthly Parts and Operational Projections	% To Sales	Target Year One	* Target Year Two Escalation 3%	Target Year Three Escalation 3%	Target Year Four Escalation 3%	Target Year Five Escalation 3%
Parts Purchases	60,000	100.00%	720,000	741,600	763,848	786,763	810,366
Cost of Goods	54,000	90.00%	648,000	667,440	687,463	708,087	729,330
Markup on Parts	6,000	10.00%	72,000	74,160	76,385	78,676	81,037
<b>GROSS PROFIT</b>	<b>6,000</b>	<b>10.00%</b>	<b>72,000</b>	<b>74,160</b>	<b>76,385</b>	<b>78,676</b>	<b>81,037</b>
<b>Accounting Fees</b>	<b>600</b>	<b>1.00%</b>	<b>7,200</b>	<b>7,416</b>	<b>7,638</b>	<b>7,868</b>	<b>8,104</b>
<b>PAYROLL:</b>							
Manager/Counter Salaries	3,750	6.25%	45,000	46,350	47,741	49,173	50,648
Delivery Driver Salaries	3,000	5.00%	36,000	37,080	38,192	39,338	40,518
Pension	270	0.45%	3,240	3,337	3,437	3,540	3,647
Insurance	515	0.86%	6,180	6,365	6,556	6,753	6,956
Workers Comp Insurance	0	0.00%	-	-	-	-	-
FICA/SECA/FUI/SUI	390	0.65%	4,680	4,820	4,965	5,114	5,267
<b>Total IBS Payroll</b>	<b>7,925</b>	<b>13.21%</b>	<b>95,100</b>	<b>97,953</b>	<b>100,892</b>	<b>103,918</b>	<b>107,036</b>
<b>Miscellaneous Expenses</b>							
Delivery Truck Insurance	395	0.66%	4,740	4,882	5,029	5,180	5,335
Delivery Maintenance/Gas	300	0.50%	3,600	3,708	3,819	3,934	4,052
Truck Payment	500	0.83%	6,000	6,180	6,365	6,556	6,753
Shelving/Cage Depreciation	-	0.00%	-	-	-	-	-
Freight & Postage	210	0.35%	2,520	2,596	2,673	2,754	2,836
General Liability Insurance	135	0.23%	1,620	1,669	1,719	1,770	1,823
Interest	-	0.00%	-	-	-	-	-
Light, Heat, Water	-	0.00%	-	-	-	-	-
Rent	-	0.00%	-	-	-	-	-
Stationary, Shipping Supplies	30	0.05%	360	371	382	393	405
Stock Loss	30	0.05%	360	371	382	393	405
Store Expenses	135	0.23%	1,620	1,669	1,719	1,770	1,823
Personal Property Taxes	15	0.03%	180	185	191	197	203
Telephone	-	0.00%	-	-	-	-	-
Inventory Computer	900	1.50%	10,800	11,124	11,458	11,801	12,155
Training	10	0.02%	120	124	127	131	135
<b>TOTAL MISC. EXP.</b>	<b>2,660</b>	<b>4.43%</b>	<b>31,920</b>	<b>32,878</b>	<b>33,864</b>	<b>34,880</b>	<b>35,926</b>
<b>TOTAL EXPENSES</b>	<b>11,185</b>	<b>18.64%</b>	<b>134,220</b>	<b>138,247</b>	<b>142,394</b>	<b>146,666</b>	<b>151,066</b>
Gross Profit Less Expenses	(5,185)	-8.64%	(62,220)	(64,087)	(66,009)	(67,989)	(70,029)
Miscellaneous Discounts	0	0.00%	-	-	-	-	-
<b>MGMT FEE</b>	<b>11,185</b>	<b>18.64%</b>	<b>134,220</b>	<b>138,247</b>	<b>142,394</b>	<b>146,666</b>	<b>151,066</b>
<b>NET PROFIT</b>	<b>6,000</b>	<b>10.00%</b>	<b>72,000</b>	<b>74,160</b>	<b>76,385</b>	<b>78,676</b>	<b>81,037</b>

**EXHIBIT C**

**SOURCEWELL CONTRACT**

Available at: <https://www.sourcewell-mn.gov/cooperative-purchasing/121218-gpc#tab-contract-documents>

## EXHIBIT D

### SCOPE OF SERVICES

#### **On-Site Fleet Services IBS Inventory Program**

This Scope of Services identifies the terms, requirements, conditions, some of the tasks and expected outcomes for CUSTOMER and NAPA when utilizing NAPA IBS as an inventory management solution.

NAPA shall provide an Integrated Business Solution (“IBS”) service for the City of Westminster, also known as the CUSTOMER. Services to consist of managing and operating one (1) stand-alone IBS with NAPA-staffed employees and NAPA and NON-NAPA inventory, at the CUSTOMER’S designated location as identified within the Agreement and this Exhibit D.

The purpose of incorporating a NAPA IBS program is to employ a stand-alone full-service provider who can support CUSTOMER with inventory to maintain, repair and support the fleet of vehicles and equipment managed by the CUSTOMER. This requires measuring, assessing, planning, stocking, allocating, and administering inventory and inventory management services to meet the needs of the CUSTOMER. Vehicles and equipment include, but are not limited to sedans, light trucks, vans, medium and heavy-duty trucks, busses, construction equipment, portable and stationary equipment, and trailers.

Duties, responsibilities, and requirements for NAPA’S IBS services are described in more detail below and shall be provided in accordance with the provisions of this Scope of Services and the Agreement between Genuine Parts Company and the City of Westminster.

**1. NAPA DUTIES AND RESPONSIBILITIES.** In addition to the duties and responsibilities set forth in Section 4 of the Agreement, the following duties and responsibilities shall be delivered to the CUSTOMER by NAPA during the duration of this Agreement:

a. NAPA shall provide CUSTOMER with the personnel and management to efficiently operate those facilities at the CUSTOMER’S location necessary to fulfill NAPA’s obligations under this Agreement. NAPA shall operate between the hours of 7:00AM-4PM, Monday through Friday with the following personnel: one (1) Manager and one (1) driver/counterman. The parties may agree on changes in staffing by written agreement (email is sufficient).

b. NAPA shall maintain and manage the CUSTOMER’S on-site IBS location with NAPA and NON-NAPA inventory based on the CUSTOMER’S historical information of inventory required to maintain and repair a highly reliable fleet of vehicles and equipment.

c. Upon request, NAPA shall utilize the CUSTOMER'S established contracts for inventory items (vehicle parts, chemicals, safety items, etc.) when determined to be most advantageous to the CUSTOMER, and NAPA will bill CUSTOMER for such inventory in accordance with the pricing terms set forth in Section 7 (Payment Terms/Pricing) of the Agreement.

d. NAPA shall provide CUSTOMER with a balanced inventory tailored to the CUSTOMER'S vehicle maintenance and repair needs to insure a highly reliable fleet of vehicles and equipment.

e. NAPA shall provide CUSTOMER access to the area's largest inventory for automotive and heavy-duty vehicles and equipment as provided through daily stock orders to the CUSTOMER'S location from NAPA's Local and Regional Distribution Centers to replenish the inventory on a regular basis.

f. NAPA shall provide assurance that when requested, Original Equipment ("O.E.") quality parts are provided and sold to the CUSTOMER.

g. To the extent permitted, NAPA shall pass through all limited and unlimited warranties available to and from the manufacturer to the CUSTOMER.

h. Any applicable product rebates will be included in the price of the product.

i. NAPA shall adhere to any mutually agreed upon CUSTOMER protocols and approval processes for any purchases or allocation of any inventory or services.

j. NAPA shall provide CUSTOMER with a Total Automotive Management System (TAMS) that is capable of:

i. Invoicing, cataloging, inventory control, custom pricing, inventory stocking information, inventory on order, inventory on backorder, lost sales reports and analysis, inventory min/max, and inventory costing;

ii. Checking inventory levels and ordering from any local NAPA Distribution Centers;

iii. Invoicing for purchases at the time of sale in accordance with the terms set forth in the Agreement; and

iv. Providing detailed statements at the end of the month showing all invoice numbered purchases, work order number, purchase description, purchase quantities, cost of sale for each purchase, and date of each purchase.

NAPA will, upon request and mutual agreement, use a FASTER integration until a full integration is in place between TAMS and the CUSTOMER's systems.

k. NAPA will review and consider the purchase of CUSTOMER's existing inventory, which is new, unused, in original packaging, complete, currently needed by CUSTOMER's active fleet and has been used by CUSTOMER in the twelve (12) month period immediately prior to the purchase date. For any existing inventory which NAPA does not purchase, NAPA shall manage such inventory and issue it to CUSTOMER at no cost, and endeavor to work such inventory down and later replace such inventory with NAPA owned inventory.

**2 CUSTOMER ADDITIONAL DUTIES AND RESPONSIBILITIES.** In addition to the terms and conditions set forth in Section 5 of the Agreement, the following duties and responsibilities shall be provided by CUSTOMER to NAPA during the term of this Agreement:

a. CUSTOMER shall provide NAPA access to CUSTOMER'S facilities.

i. Access to all store rooms with NAPA inventory shall be secured, restricted, and monitored in a reasonable method that is mutually agreeable to both NAPA and the CUSTOMER. If no reasonable method can be agreed upon, NAPA has the right to restrict, secure, and monitor all NAPA parts rooms at NAPA's expense,

ii. Access will be provided to washroom facilities.

b. CUSTOMER shall provide NAPA the right to maintain stock and non-stock inventory items at the CUSTOMER'S location.

c. CUSTOMER shall provide NAPA with full access to any and all locations where NAPA and NON-NAPA inventory is stored during business hours, CUSTOMER shall provide NAPA with full access and availability to existing and available shelves, drawers, bins, and storage cabinets for stocking and management of NAPA provided inventory.

d. CUSTOMER shall provide NAPA with controlled user rights to look-up, enter, and edit, information and enter data into CUSTOMER'S Fleet Management system where it pertains to inventory management in regard to maintaining, repairing, and supporting the fleet of vehicles and equipment managed by the CUSTOMER.

## CERTIFICATE OF RESOLUTION

The undersigned, JENNIFER ELLIS, hereby certifies that she is Corporate Secretary of Genuine Parts Company, a Georgia corporation (the "Corporation"), and that at a meeting of the Board of Directors of said Corporation duly held on April 28, 2022, and at which a quorum was present, the following resolution was unanimously adopted and that the same is in full force and effect and has not been rescinded or modified:

"RESOLVED, that Eric Fritsch, Division Vice President, Genuine Parts Company is hereby appointed, constituted and designated as agent and attorney-in-fact of the Corporation with full power and authority to act on behalf of this Corporation including but not limited to, the execution of all contracts, bids, papers, documents, affidavits, bonds, sureties issued pursuant to the business of the Corporation, this Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by the said agent and attorney-in-fact."

IN WITNESS WHEREOF, I have hereunto set my hand, this 6th day of May, 2022.



A handwritten signature in black ink, appearing to read "J. Ellis".

JENNIFER ELLIS  
Vice President & Corporate Secretary  
Genuine Parts Company

**Certificate Of Completion**

Envelope Id: DCD26E862A264FDEB8923F5E35B7ABE0

Status: Completed

Subject: Agreement for Third Party On-Site Parts Store

DocuSignDocumentType: Contract

CobbleStoneNumber: CON-GXS-22-1106

DateOfContract: 05/11/2022

Source Envelope:

Document Pages: 26

Signatures: 5

Envelope Originator:

Certificate Pages: 3

Initials: 0

City of Westminster

AutoNav: Enabled

Stamps: 1

4800 West 92nd Avenue

EnvelopeId Stamping: Enabled

Westminster, CO 80031

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

westminsterdocuSign@cityofwestminster.us

IP Address: 198.243.1.248

**Record Tracking**

Status: Original

Holder: City of Westminster

Location: DocuSign

5/11/2022 11:54:43 AM

westminsterdocuSign@cityofwestminster.us

**Signer Events****Signature****Timestamp**

Eric Fritsch

Eric\_Fritsch@genpt.com

Security Level: Email, Account Authentication (None)

*Eric Fritsch*

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Signed: 5/11/2022 2:30:50 PM

Signature Adoption: Pre-selected Style

Signed by link sent to Eric\_Fritsch@genpt.com

Using IP Address: 136.228.200.168

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

CAO DocuSign

caodoc@cityofwestminster.us

Security Level: Email, Account Authentication (None)

**Completed**

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Using IP Address: 198.243.1.248

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Mathew Munch

mmunch@cityofwestminster.us

Assistant City Attorney II

City of Westminster

Security Level: Email, Account Authentication (None)

*Mathew Munch*

Sent: 5/12/2022 10:28:19 AM

Resent: 5/16/2022 8:18:21 AM

Viewed: 5/16/2022 8:21:03 AM

Signed: 5/16/2022 8:35:00 AM

Signature Adoption: Pre-selected Style

Signed by link sent to

mmunch@cityofwestminster.us

Using IP Address: 198.243.1.248

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Joe Murzynsky

jmurzyns@cityofwestminster.us

Fleet Manager

City of Westminster

Security Level: Email, Account Authentication (None)

**Completed**

Sent: 5/16/2022 8:35:02 AM

Viewed: 5/16/2022 8:36:07 AM

Signed: 5/16/2022 8:36:15 AM

Signed by link sent to

jmurzyns@cityofwestminster.us

Using IP Address: 198.243.1.248

Signer Events	Signature	Timestamp
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Chris Lindsey clindsey@cityofwestminster.us Assistant City Manager City of Westminster Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Larry Dorr ldorr@cityofwestminster.us CFO/Deputy City Manager City of Westminster Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Jody Andrews jandrews@cityofwestminster.us Interim City Manager City of Westminster Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Abby Fitch afitch@cityofwestminster.us City Clerk City of Westminster Security Level: Email, Account Authentication (None)</p>	<p><b>Completed</b></p> <p>Signed by link sent to clindsey@cityofwestminster.us Using IP Address: 67.190.94.156 Signed using mobile</p> <p><b>Completed</b></p> <p>Signed by link sent to ldorr@cityofwestminster.us Using IP Address: 198.243.1.248</p> <p><i>Jody Andrews</i></p> <p>Signature Adoption: Pre-selected Style Signed by link sent to jandrews@cityofwestminster.us Using IP Address: 198.243.1.248</p> <p></p> <p></p> <p>Signature Adoption: Pre-selected Style Signed by link sent to afitch@cityofwestminster.us Using IP Address: 198.243.1.248</p>	<p>Sent: 5/16/2022 8:36:20 AM Viewed: 5/16/2022 8:45:31 AM Signed: 5/16/2022 8:46:08 AM</p> <p>Sent: 5/16/2022 8:46:11 AM Viewed: 5/16/2022 11:56:40 AM Signed: 5/16/2022 11:56:46 AM</p> <p>Sent: 5/16/2022 11:56:48 AM Viewed: 5/16/2022 11:59:07 AM Signed: 5/16/2022 11:59:13 AM</p> <p>Sent: 5/16/2022 11:59:15 AM Viewed: 5/16/2022 12:19:26 PM Signed: 5/16/2022 12:19:37 PM</p>

In Person Signer Events	Signature	Timestamp
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>

Carbon Copy Events	Status	Timestamp
<p>Hunter Beal hunter_beal@genpt.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 5/11/2022 11:54:44 AM Viewed: 5/11/2022 11:55:24 AM</p>
<p>Rebecca Picaso RPicaso@CityofWestminster.us Administrative Assistant City of Westminster Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 5/11/2022 11:54:43 AM Viewed: 5/11/2022 11:54:43 AM Signed: 5/11/2022 11:54:43 AM</p>
<p>Shelley Nocera mnocera@cityofwestminster.us Administrative Assistant City of Westminster Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 5/16/2022 8:46:10 AM Viewed: 5/16/2022 1:45:41 PM</p>
<p>Jackie Bowers jbowers@cityofwestminster.us Executive Assistant City of Westminster Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 5/16/2022 11:56:47 AM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	5/16/2022 12:19:37 PM
Completed	Security Checked	5/16/2022 12:19:37 PM

Payment Events	Status	Timestamps
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