

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT is made by and between the **City of Hollywood**, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 2600 Hollywood Blvd., FL 33022 and **Genuine Parts Company, d/b/a NAPA Auto Parts**, a Foreign Profit Corporation authorized to do business in Florida (herein after referred to as "Contractor") whose address is 2999 Wildwood Parkway, Atlanta, GA 30339, this _____ day of _____, 2026.

WHEREAS, the City desires to purchase aftermarket vehicle parts, supplies and accessories; and

WHEREAS, the City desires to procure these services from Contractor, utilizing existing contract prices provided by Sourcewell; and

WHEREAS, in accordance with Contract No. 100124-GPC issued by Sourcewell and executed with the Contractor, with an effective date of January 9, 2025, through January 10, 2029, with an option to renew the contract for three (3) additional one-year renewals; and

WHEREAS, the Contractor agrees to extend the terms, conditions, and pricing of Contract No. 100124-GPC to the City, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Scope. The Contractor shall provide aftermarket vehicle parts, supplies and accessories, in accordance with and pursuant to the same terms, conditions, and pricing pursuant to Contract No. 100124-GPC.
3. Term. Upon award, the period during which purchases will be provided to the City is for the period from June 3, 2026, through January 10, 2029, for a total amount up to \$350,000.00 annually.
4. Termination. The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing ten (10) days written notice to Contractor. Likewise, Contractor, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing sixty (60) days written notice to the City. Upon the effective date of termination, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for reasonable costs incurred by Contractor prior to the date of the effective date of termination.
5. Indemnification. The Contractor shall defend, indemnify and hold harmless the

City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including reasonable attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the negligent performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

6. Notice. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Hollywood
Joseph S. Kroll
Director, Public Works
P.O. Box 229045
Hollywood, FL 33020

With a copy to the City Attorney at the same address.

For CONTRACTOR:

Genuine Parts Company d/b/a NAPA Auto Parts

Art Fischer
Vice President
2999 Wildwood Parkway
Atlanta, GA 30339

7. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement.

8. Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

9. Third Party Beneficiaries. Neither Contractor nor City intends to primarily or directly benefit a third party by entering into this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement.

10. Law and Jurisdiction. This Agreement shall be construed in accordance with the City of Hollywood's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Broward County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

11. Public Records. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG.**

- a. Contractor shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

12. Funding. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

13. Contract Documents. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. All terms and conditions as provided in Contract No. 100124-GPC issued by Sourcewell.
- b. Terms and Conditions of Contract No. 100124-GPC executed between Sourcewell and the Contractor, attached as **Exhibit "A"**.
- c. Terms and Conditions of Competitive Solicitation No. RFP #100124 issued by Sourcewell, attached as **Exhibit "B"**.
- d. Contractor's response to Competitive Solicitation No. RFP #100124 issued by Sourcewell and any subsequent information submitted by Contractor during the evaluation, attached as **Exhibit "C"**.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor executed this contract as of the day and year first above written.

ATTEST:

THE CITY OF HOLLYWOOD, a municipal Corporation of the State of Florida

Patricia A. Cerny, MMC
City Clerk

By: _____
Josh Levy, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Damaris Henlon, City Attorney

Genuine Parts Company d/b/a NAPA Auto Parts

By: ^{Signed by:} Art Fischer
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Print Name: Art Fischer

Title: Vice President

Date: 5/14/2026