



**HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
2008 EAST 8TH AVENUE
TAMPA, FL 33605**

**THIS IS A LEGALLY BINDING MASTER AGREEMENT
BETWEEN
THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE
AND
GENUINE PARTS COMPANY, INC. D/B/A NAPA AUTO
PARTS**

This Master Agreement is made and entered into by Genuine Parts Company, Inc. d/b/a NAPA Auto Parts ("CONTRACTOR") and the Hillsborough County Sheriff's Office ("HCSO") (collectively referred to as the "Parties") with the Florida Sheriffs Association ("FSA") acting through its Cooperative Purchasing Program ("CPP") as the administrative entity. The Master Agreement governs the relationship between the CONTRACTOR and the HCSO, allowing Eligible Purchasers to enter into supplemental agreements with the CONTRACTOR for Fleet and Facility Related Vendor Managed Inventory, Logistics Management Solutions, and related services.

WHEREAS, HCSO desires to enter into a Master Agreement by and between HCSO and CONTRACTOR, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions and Related Services;

WHEREAS, a Request for Proposal ("RFP") was issued on June 16, 2024, and the HCSO selected the CONTRACTOR for award pursuant to the RFP;

WHEREAS, CONTRACTOR represents and warrants that it is qualified to perform the services required by the HCSO as set forth under this Master Agreement;

WHEREAS, said Master Agreement provides that any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts,

police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida; and any Eligible User as defined in F.A.C. 60A-1.001(2) (hereinafter referred to as "Eligible Purchaser" or collectively, "Eligible Purchasers") may purchase products and services at the prices indicated in the Master Agreement through the FSA CPP;

WHEREAS, FSA has the administrative and legal capacity to administer purchases under the Master Agreement to Eligible Purchasers;

WHEREAS, HCSO desires FSA to proceed with administration of the Master Agreement;

WHEREAS, HCSO and CONTRACTOR desire to enter into this Agreement to make available the Master Agreement to Eligible Purchasers through the FSA CPP;

NOW, THEREFORE, the parties agree as follows:

1. Roles and responsibilities.

- a. HCSO: The primary entity entering into the Master Agreement with the CONTRACTOR, responsible for initial oversight and enforcement of the contract terms.
- b. FSA: Oversees the administration of the Master Agreement through the FSA Cooperative Purchasing Program (FSA CPP). FSA, via the CPP, facilitates the contract's management but holds no legal responsibility for individual transactions between the CONTRACTOR and Eligible Purchasers.
- c. FSA CPP: Administers purchases under the Master Agreement and ensures that all Eligible Purchasers have access to CONTRACTOR's services. It is also responsible for collecting administrative fees and handling audit rights but does not bear any liability for purchases made under the Master Agreement.
- d. CONTRACTOR: Provides services under the Master Agreement and enters into supplemental agreements with Eligible Purchasers. The CONTRACTOR must comply with the terms of the Master Agreement and any additional requirements of the supplemental agreements.
- e. Eligible Purchasers: Authorized governmental entities that can procure services under this Master Agreement through the FSA CPP. They must enter into supplemental agreements with the CONTRACTOR to outline specific service terms and deliverables.

2. Term of the Master Agreement. The Contract shall be effective for five (5) years from the date of award. By written mutual consent between the HCSO and the CONTRACTOR, the Contract may be extended for up to two (2) additional, five (5) year extensions. The obligation to pay all amounts owed by CONTRACTOR to FSA through the termination of this Master Agreement and all indemnifications afforded by CONTRACTOR to FSA and HCSO shall survive the term of this Master Agreement.

3. Effective Date of Master Agreement. This Master Agreement shall become effective on the last date of execution set forth on the signature page hereof.

4. RFP and Proposal Incorporated by Reference. The Request for Proposal (RFP) dated May 31, 2024 and issued on June 16, 2024 and the proposal submitted by the CONTRACTOR in response to the RFP (the "Proposal"), including any amendments or modifications thereto, are hereby incorporated herein by reference as though fully set forth

herein, and the terms and conditions contained therein shall apply to this Master Agreement except as expressly changed or modified by this Master Agreement. In the event of any conflict between this Master Agreement, the RFP, and the CONTRACTORS Proposal Response, the terms of this Contract shall govern first, followed by the Proposal Response, , and lastly the RFP, with each document governing only to the extent it does not conflict with the terms of the document above it in this order of precedence.

5. Indemnification. The CONTRACTOR shall protect, indemnify, and hold harmless HCSO and all Eligible Purchasers, and their respective participants, administrators, employees, and agents against all claims, damages, losses, and expenses arising out of or resulting from the negligent actions or omissions of the CONTRACTOR, its employees, subcontractors, or agents under both this Master Agreement and any supplemental agreements, provided that CONTRACTOR shall not be liable for any negligent actions or omissions of the HCSO, any Eligible Purchaser or their respective participants, administrators, employees or agents.

FSA and FSA CCP shall be afforded all of the rights, privileges and indemnifications afforded to HCSO under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to FSA under this Master Agreement.

6. General Terms and Conditions.

- a. CONTRACTOR shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- b. With respect to any purchases made by HCSO or any Eligible purchaser pursuant to the Master Agreement, FSA (a) shall not be construed as a dealer, representative, or agent of any type of CONTRACTOR, HCSO, or such Eligible Purchaser, (b) shall not be obligated, liable or responsible (1) for any orders made by HCSO, any Eligible Purchaser or any employee of HCSO or Eligible Purchaser under the Master Agreement, or (2) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Eligible Purchaser to (1) comply with procedures or requirements of applicable law, or (2) obtain the due authorization and approval necessary to purchase under the Master Agreement. FSA makes no representations or guaranties with respect to any minimum purchases required to be made by HCSO, any Eligible Purchaser, or any employee of HCSO or Eligible Purchaser under this Master Agreement.
- c. The Eligible Purchaser facilities shall be appropriately secured or otherwise maintained separate and apart from the business of the CONTRACTOR. There shall be no intermingling of Eligible Purchaser 's parts or other inventory with CONTRACTOR's parts or inventory.

7. Performance, Default, And Remedies.

- a. Performance. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, HCSO and the CONTRACTOR will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either HCSO or CONTRACTOR may escalate the resolution of the issue to a higher level of management. The CONTRACTOR will have 30 calendar days to cure an outstanding issue.
 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the CONTRACTOR must continue without delay to carry out all of its responsibilities under the Master Agreement and Supplemental agreements that are not affected by the dispute. If the CONTRACTOR fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by HCSO and/or its Eligible Purchasers as a result of such failure to proceed will be borne by the CONTRACTOR.
- b. Default. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
1. Nonperformance of contractual requirements, or
 2. A material breach of any term or condition of this Contract
- c. Remedies. Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for direct damages. If the default remains after the opportunity for cure, the non-defaulting party may:
1. Exercise any remedy provided by law or equity, or
 2. Terminate the Master Agreement or any portion thereof, including any orders issued against the Contract.
- d. Termination for Cause. If, through any cause within the reasonable control of the CONTRACTOR, it fails to fulfill its obligations in a timely manner or otherwise violates any of the terms of this Contract, the HCSO shall have the right to terminate this Master Agreement. Written notice of the deficiencies shall be given to the CONTRACTOR, and unless the deficiencies are corrected within thirty (30) calendar days, the Master Agreement may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the HCSO, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the HCSO or Eligible Purchasers shall compensate the CONTRACTOR in accordance with the Master Agreement and

executed supplemental agreements for all services performed by the CONTRACTOR prior to termination, net of any costs incurred by the Eligible Purchaser and HCSO as a consequence of the default.

The CONTRACTOR shall also have the right to terminate this Master Agreement if the HCSO fails to perform any of the other material provisions of the Master Agreement and fails to cure the same within thirty (30) calendar days.

- e. Termination Without Cause. Either party may terminate the Master Agreement in whole or in part without cause by providing written notice of such termination. The HCSO shall provide at least 30 calendar days' written notice to the CONTRACTOR, and the CONTRACTOR shall provide at least 60 calendar days' written notice to the HCSO. Termination shall become effective following the applicable notice period.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the HCSO. The CONTRACTOR shall not furnish any product after receiving the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The CONTRACTOR shall not be entitled to recover any lost profits expected to be earned on the balance of the Master Agreement or cancellation charges.

Any payments to the CONTRACTOR shall be only to the total extent of the Eligible Purchaser's liability for goods or services delivered prior to the date of notice to terminate the Contract.

- f. Termination of Orders. Eligible Purchasers may terminate an individual order, in whole or in part, immediately upon notice to the CONTRACTOR in the event of any of the following:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
 - 3. The CONTRACTOR commits any material breach of this Master Agreement, or any additional terms agreed to between the CONTRACTOR and an Eligible Purchaser and fails to cure such breach in accordance with the terms of this Agreement.
- g. Immediate Termination by HCSO. HCSO, in its sole discretion, may terminate the Master Agreement immediately upon the occurrence of any of the following events:
 - 1. CONTRACTOR's violation of the Public Records Act
 - 2. The insolvency, bankruptcy or receivership of CONTRACTOR;

3. CONTRACTOR's violation or non-compliance with NONDISCRIMINATION section of this contract; or
4. CONTRACTOR is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria;
5. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is has engaged in a boycott of Israel.

8. Requirements. It is expected that the CONTRACTOR has knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Eligible Purchasers.

- a. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
- b. New Equipment and Products. Proposed equipment and products must be for new, current model; however, the CONTRACTOR may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
- c. Delivered and operational. Unless clearly noted in the supplemental agreement, equipment and products must be delivered to the Eligible Purchaser as operational.

9. Funding Out Clause. Any/all Contracts exceeding one (1) year shall include a standard "funding out" clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the Contract contains the following provision:

"Retains to the Eligible Purchaser the continuing right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by the Eligible Purchaser to obtain appropriate funds for payment of the Contract."

The CONTRACTOR has no obligation to continue providing services if funds are not sufficiently appropriated or if funds appropriated for payment under this Master Agreement are exhausted. Payment made for work completed through the effective date of termination will be made to the CONTRACTOR by the Eligible Purchaser. Notwithstanding the foregoing, nothing in this section shall limit the obligation to purchase all non-NAPA inventory upon the termination, expiration or non-renewal of a Contract, as noted herein.

10. Warranties. All parts supplied pursuant to this Master Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and CONTRACTOR will process all warranty claims that the Eligible Purchaser may have against a manufacturer. The manufacturer's warranty will be the sole remedy of the Eligible Purchaser in connection with any warranty claims concerning the parts supplied to the Eligible Purchaser pursuant to this Master Agreement; provided that in the event that CONTRACTOR fails to use reasonable efforts to process a warranty claim that the Eligible

Purchaser has in connection with a Part, CONTRACTOR shall be responsible for fulfilling any warranty obligations to which the Eligible Purchaser may be entitled. ALL OTHER CONTRACTOR WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Copies of the manufacturers' warranties are available to the Eligible Purchaser upon request.

Quality of parts to be furnished: Parts shall be new and shall meet or exceed the quality of parts furnished originally for the equipment (OEM). At the discretion of the Eligible Purchaser, rebuilt parts may be used. However, if the original manufacturer has updated the quality of the parts for the current product, to the extent such updated quality is revealed to the aftermarket industry and updated aftermarket parts are manufactured, CONTRACTOR will attempt to procure such updated parts under the terms herein. At the request of the Eligible Purchaser, CONTRACTOR agrees to discuss the supply of any updated after-market or OEM parts with a manufacturer preferred by the Eligible Purchaser. An authorized representative of the Eligible Purchaser shall specifically approve new product lines or changes to existing product lines before they are introduced for use. If more than one grade of part is available that meets the requirement of this subsection, the authorized representative of the Eligible Purchaser may designate which grade will be made available for use. The Eligible Purchaser may at any time refuse any particular Part and require a specific substitute to be used. Rebuilt (remanufactured) parts must conform to the manufacturer's reconditioning tolerances.

11. Supplemental Agreements. Recognizing that not all Eligible Purchasers will require the full Scope of Services outlined in this contract, the CONTRACTOR shall coordinate closely with each Eligible Purchaser to assess their specific needs.

Prior to commencing any work, the CONTRACTOR shall conduct a site visit to the Eligible Purchaser to assess the current conditions, identify any unique requirements, and determine the Scope of Services needed.

Based on the findings of the site visit and discussions with the Eligible Purchaser, the CONTRACTOR shall develop a tailored Scope of Services that meets the specific needs of the Eligible Purchaser.

A supplemental agreement detailing the specific Scope of Services, deliverables, timelines, and any other pertinent details shall be executed by the CONTRACTOR and the Eligible Purchaser prior to the commencement of any work. The CONTRACTOR will keep accurate information such as signed contract(s), Scope of Services, amendments and all other pertinent information between CONTRACTOR and Eligible Purchasers. Where an Eligible Purchaser consents in writing, the CONTRACTOR must send a copy of the executed supplemental agreement to FSA, including any amendments or renewals, within 5 business days of their execution.

12. Additional Terms and Conditions. Additional terms and conditions related to a purchase order, supplemental agreement, or other required transaction documentation may be negotiated directly between an Eligible Purchaser and the CONTRACTOR. Such terms may include, but are not limited to, job or industry-specific requirements, legal obligations (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Certain Eligible Purchasers may also require the use of a Participating

Addendum, the terms of which shall be negotiated directly between the Eligible Purchaser and the CONTRACTOR. Any additional negotiated terms and conditions must not be less favorable to the Eligible Purchaser than those contained in this Master Agreement.

13. Superseding Terms. Certain terms and conditions set forth in RFP 2024-017 Integrated Business Solutions are hereby superseded by the terms and conditions of this Master Agreement. To the extent that any terms in the RFP conflict with or are inconsistent with the terms in this Master Agreement, the terms of this Master Agreement shall prevail. Specifically, the following RFP terms are superseded by this Master Agreement: Part A, Paragraphs 7, 9, 12, 18, 28, 29, 30 and Part C Paragraph 5. All other terms and conditions of the RFP not expressly modified or superseded by this Master Agreement shall remain in full force and effect.

14. Fees and Reporting. The FSA CPP charges three-quarters of one percent (.0075) to administer the Master Agreement. This fee applies to the total purchase order amount for any goods or services provided under supplemental agreements. The administrative fees are the contractual responsibility of the CONTRACTOR.

After receipt of payment from contract purchases, the CONTRACTOR shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if the CONTRACTOR fails to incorporate the administrative fee in its pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The instructions for electronic payment or wiring of funds is included in Exhibit A. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

CONTRACTOR shall maintain an accounting of all purchases made by Eligible purchasers under the Master Agreement. FSA and HCSO reserve the right to audit the accounting for a period of four (4) years from the date FSA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by HCSO or FSA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, CONTRACTOR shall promptly pay FSA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse FSA's costs and expenses for such audit.

15. Assignment. The CONTRACTOR will not assign, transfer, convey, or otherwise dispose of this Master Agreement or any part thereof, or of its right title or interest therein or its power to execute this Master Agreement or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a

majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.

16. Condition of Materials and Packaging. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, CONTRACTOR must permit the Equipment and Products to be returned within a reasonable time at no cost to HCSO or Eligible Purchasers. Eligible Purchasers reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

CONTRACTOR must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

HCSO may declare the CONTRACTOR in breach of this Master Agreement if the CONTRACTOR intentionally delivers substandard or inferior Equipment or Products. In the event that any Product or Equipment does not conform to the manufacturer's warranty, the Eligible Purchaser may return such Product or Equipment to the CONTRACTOR and the CONTRACTOR will process the Eligible Purchaser's warranty claim with the manufacturer of the defective Product or Equipment. After the manufacturer has accepted the claim from the CONTRACTOR, CONTRACTOR, as the Eligible Purchaser's sole and exclusive remedy and CONTRACTOR's sole liability, shall either, at its option: (i) replace the defective Product or Equipment with a conforming Product or Equipment; (ii) repair the defective Product or Equipment; or (iii) issue a credit or refund for the price of the Product or Equipment

17. Certificates of Insurance. Certificates of insurance shall be delivered to the Eligible Purchaser prior to commencement of work. The insurance company shall be licensed in the State of Florida. The CONTRACTOR shall give the Eligible Purchaser a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The CONTRACTOR shall require all Sub-contractors performing any work to maintain coverage as specified. Sub-contractors, for the purposes of this Master Agreement, exclude third party suppliers and manufacturers of the products sold hereunder and all third-party delivery service providers (i.e. UPS and FedEx).

18. Disposition of Parts Inventory upon Expiration, Termination or Non-Renewal of Master Agreement.

- a. Non-Contractor Parts. Upon the expiration, termination, or non-renewal of this Master Agreement, the Eligible Purchaser will buy and the CONTRACTOR will sell any parts which are Non-NAPA Parts held by the CONTRACTOR pursuant to this Master Agreement at the Current Acquisition Cost; provided that such parts were either: (i) initially purchased from the Eligible Purchaser by the CONTRACTOR; or (ii) included within the Monthly Non-NAPA Parts Inventory Report and specifically approved by the Eligible Purchaser to be included within the Eligible Purchasers obligation to repurchase such parts in accordance with the procedure set forth below.
- b. Within five (5) business days of the end of each month, CONTRACTOR shall submit to the Eligible Purchaser a report that itemizes all Non-NAPA parts in inventory as of the last day of the month (the "Monthly Non-NAPA Parts

Inventory Report"). Such Monthly Non-NAPA Parts Inventory Report shall, at a minimum, contain a full listing of all Non-NAPA parts by part description, part number, part quantity, part cost and part location. The Eligible Purchaser shall review such report and within ten (10) days of the Eligible Purchaser's receipt of such report provide CONTRACTOR with its written approval of which Non-NAPA parts may be included within the Eligible Purchaser's obligation to repurchase in accordance herewith. Once an Eligible Purchaser approves specific Non-NAPA parts included within a specific Monthly Non-NAPA Parts Inventory Report, it cannot, in a later month, reject such specific Non-NAPA Parts. Also, once Non-NAPA parts are included within a specific Monthly Non-NAPA Parts Inventory report, the Eligible Purchaser will be obligated to re-purchase such parts at the expiration, termination, or non-renewal of this Agreement. CONTRACTOR hereby acknowledges that an Eligible Purchaser's approval of whether such Non-NAPA parts may be included within the Eligible Purchaser's obligation to repurchase in accordance herewith may be granted or denied in the Eligible Purchaser's reasonable discretion. Furthermore, the parties acknowledge that CONTRACTOR's failure to submit the Monthly Non-NAPA Parts Inventory Report to the Eligible Purchaser shall not constitute a default under the terms of this Agreement, but will make Non-NAPA parts that have yet to be approved for repurchase to be ineligible from being included within Eligible Purchaser's repurchase obligation as set forth herein.

- c. NAPA Parts. Upon the expiration, termination or non-renewal of this Master Agreement, the Eligible Purchaser will have the option, which may be exercised in the Eligible Purchaser's sole and absolute discretion, to purchase any NAPA parts held by the CONTRACTOR pursuant to this Master Agreement. If the Eligible Purchaser elects to purchase any such NAPA Parts, the CONTRACTOR will sell them to the Eligible Purchaser at the current Jobber Net Pricing as reflected on the CONTRACTOR's online pricing portal.
- d. Removal of Parts. The CONTRACTOR will remove any parts not purchased by the Eligible Purchaser without charge to the Eligible Purchaser.

19. Claims. The CONTRACTOR will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers except where such inventory shortages or damage were caused by the negligent acts or omissions or willful misconduct of Eligible Purchaser or its employees, CONTRACTORS, representatives and personnel.

20. E-verify Requirement. Pursuant to §448.095, Fla. Stat., the Sheriff requires the CONTRACTOR, and any and all Sub-contractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the CONTRACTOR enters into a contract with a Sub-contractor, the Sub-contractor must provide the CONTRACTOR with an affidavit stating that the Sub-contractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the CONTRACTOR has knowingly violated §448.09(1), Fla. Stat., the Master Agreement will be terminated. If the Sheriff has a good faith belief that a Sub-contractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, the Sheriff will promptly notify the CONTRACTOR and order

the CONTRACTOR to immediately terminate the contract with the Sub-contractor. Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with the CONTRACTOR as provided above, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The CONTRACTOR is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

21. Non-Discrimination. CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this provision constitutes a material condition to this Master Agreement, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further agrees to ensure that its independent CONTRACTORS/Sub-contractors are not in violation of the terms of this provision.

22. Choice of Law & Forum. CONTRACTOR agrees that any and all agreements and transactions and performances resulting from this Master Agreement will be governed by the laws of the State of Florida, and the venue for any legal action will be Hillsborough County, Florida. CONTRACTOR shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the performance term relative to the Master Agreement.

23. Sovereign Immunity. Nothing in these terms or conditions is intended nor shall it be construed or interpreted to waive or modify HCSO's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

24. Confidentiality of HCSO Operations. To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of HCSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of HCSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. CONTRACTOR acknowledges that a breach of this confidentiality may cause irreparable injury to HCSO that the remedy at law for any such violation or threatened violation may not be adequate and HCSO shall be entitled to seek temporary and permanent injunctive relief. The provisions of this clause shall remain in full force and effect and enforceable even after the expiration of the contract. At the option of HCSO, employees and/or Sub-contractors of CONTRACTOR that will be working on this Master Agreement will be required to electronically sign a confidentiality agreement.

25. Severability. In the event any provisions of these terms and conditions are held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the terms and conditions which shall remain in full force and effect and enforceable in accordance with these terms and conditions.

26. Enforcement. In the event either party incurs legal expenses or costs to enforce these

terms and conditions, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limiting, reasonable attorney's fees and costs.

27. **Foreign Influence.** CONTRACTOR represents and warrants that it has made any applicable disclosures to HCSO which are required under Florida Statute 286.101(3)(a) pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

28. **Public Records Laws.** The Florida Constitution, Article I, Section 24, as well as Florida Statute § 119.07(1), provides that information received pursuant to law or ordinance or in connection with the transaction of official business by an Agency is a public record and must be released upon request unless an exemption from the Florida Public Records Act applies. Contractor acknowledges its obligations under Florida Statute § 119.0701(2)(b), and the following language is included pursuant to Florida Statute § 119.0701(2)(a):

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTE TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SHERIFF'S CUSTODIAN OF PUBLIC RECORDS AT:

Hillsborough County Sheriff's Office
Records Section – Freddie Solomon Annex
1900 East 9th Avenue
Tampa, Florida 33605
(813) 247-0960

Rec_Request@HCSO.Tampa.FL.US

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CONTRACTOR:
Genuine Parts Company, Inc.

By: Art Fischer
Art Fischer (User ID: 2024 09 20 15:57)
Art Fischer Division Vice President

Date: 15-Nov-2024

Hillsborough County Sheriff's Office

By: 
Chad Chronister, Sheriff

Date: 12/14/24

HCSO STAFF	APPROVED	DATE
DIST/DIV	SO 636	11-15-24
LEGAL	PM 259484	11-21-24
FSD	11/10 M: 260954	11-22-24
DEPARTMENT	10 4344	12-2-24
CHIEF DEPUTY	11/21/886	12/2/24
CHIEF DEPUTY	3655	12/3/24





NAPA Signed HCSO Master Agreement

Final Audit Report

2024-11-15

Created:	2024-11-14
By:	Hunter Beal (hunter_beal@genpt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4HW3EkUI-DhZ2VavRzJu0KjIhj75Mrmt

"NAPA Signed HCSO Master Agreement" History

-  Document created by Hunter Beal (hunter_beal@genpt.com)
2024-11-14 - 5:23:50 PM GMT
-  Document emailed to Art Fischer (art_fischer@genpt.com) for signature
2024-11-14 - 5:23:58 PM GMT
-  Email viewed by Art Fischer (art_fischer@genpt.com)
2024-11-14 - 5:56:47 PM GMT
-  Document e-signed by Art Fischer (art_fischer@genpt.com)
Signature Date: 2024-11-15 - 2:10:43 PM GMT - Time Source: server
-  Agreement completed.
2024-11-15 - 2:10:43 PM GMT



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org    

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company can pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

202411-00183

CHAD CHRONISTER, SHERIFF
Hillsborough County
Tampa, Florida

**INTER-OFFICE
 MEMORANDUM**



DATE November 15, 2024

TO: Sheriff Chad Chronister

FROM: Robert Flamand, Contract Administrator
 Financial Services Division

RE: RFP 2024-017 Integrated Business Solutions
 Award Agreement between NAPA and HCSO

MESSAGE:

RFP 2024-017 Integrated Business Solutions was awarded to 2 contractors, with a Master Agreement being initiated with each awarded contractor. The attached Master Agreement between GENUINE PARTS COMPANY, INC. D/B/A NAPA AUTO PARTS and HCSO is being routed for review and approval.

In the Master Agreement, HCSO will be the lead public agency and is partnering with the Florida Sheriff's Association (FSA) to make the awarded contract prices and terms available through FSA's Cooperative Purchasing Program (CPP).

Thank you for your consideration.

/ref

APPROVED	DISAPPROVED	ACK	DATE	NAME	ABN	TITLE
[✓]	[]	[]	11-15-24	[Signature]	636	CGO
[✓]	[]	[]	11-22-24	[Signature] ACFO	260954 263891	CFO
[✓]	[]	[]	12-2-24	[Signature]	4244 3664	Colonel
[X]	[]	[]	12/2/24	[Signature]	98460	Colonel
[✓]	[]	[]	12/2/24	[Signature]	211886	Chief Deputy
[✓]	[]	[]	12/3/24	[Signature]	3655	Chief Deputy
[✓]	[]	[]	12/4/24	[Signature]	3286	Sheriff