



DATE: September 19, 2014

14M-200

MEMO TO: William MacDonald, Director, Bureau of Finance & Budget (via email)
Neesa Warlen, Director, Purchasing Administration (via email)
John Greene, Acting Director, Risk Management (via email)

FROM: Stephen Muffler, Assistant General Counsel
Office of the General Counsel

SUBJECT: Executed Contract – Genuine Parts Company d/b/a Napa Auto Parts

Enclosed please find a copy of the agreement between the Broward Sheriff's Office and the following:

Agreement Summary

Party: BSO and Genuine Parts Company

Purpose: To establish inventories, service fleet parts, and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment

Consideration: NAPA product costs and Non-NAPA product costs are to be billed no more than 10% mark-up per item that costs \$3,500.00 or more but under \$10,000.00; mark-up prices for items \$10,000.00 or more shall be agreed upon by and between the parties but no more than 5% mark-up per item that costs \$10,000.00 or more.

Term: Two years (September 17, 2014-September 16, 2016)

The Agreement may be renewed at the election of BSO for three (3) additional one (1) year options at the same prices and rates.

Special Conditions: BSO may terminate this Agreement for convenience by providing 30 calendar days written notice to Genuine Parts Company.

Genuine Parts Company may terminate this Agreement for convenience by providing BSO 60 calendar days prior written notice.

Approved by: Frank Porcella, Deputy Chief, FR-Finance & Management
Gerard Ransom, Deputy Chief, FR-Logistics
John Quitoni, Division Chief, FR-Facilities/Fleet
Neesa Warlen, Director, Purchasing Administration

SM/ag
Enclosures

cc: Deputy Chief Gerard Ransom, FR-Logistics (via email)
Irene Costa, Contracts Manager, Purchasing Administration (via e-mail)
Jean Hanna, Asst. Business Manager, EMS Administration – FR (via email)
Donda Evans, Administrative Assistant, Fire Rescue Administration (via email)
Susan Graves, Administrative Assistant, Bureau of Finance & Budget (via email)
Maritza Beckford, Administrative Assistant, Purchasing Administration (via email)

3. The parties understand, acknowledge and agree that BSO shall be substituted for any reference to City of Miramar in the attached Exhibit A and all other documents, provided such reference does not increase BSO's liability and/or responsibilities for services beyond those specifically described in Exhibit A or in this Agreement.
4. Section 2 "Compensation" of Exhibit A: The language in the first paragraph in this provision is deleted in its entirety and replaced with the following paragraph: *"All compensation to the Contractor under this Agreement shall be consistent with the Contract's price proposal provided in response to the RFP, which among other things, provides for NAPA Product Costs and Non-NAPA Product Costs to be billed to BSO at no more than 10% mark-up per item that costs under \$3,500.00; at no more than 5.0% mark-up per item that costs \$3,500.00 or more but under \$10,000.00; and mark-up prices for items \$10,000.00 or more shall be agreed upon by and between the parties but no more than 5.0% mark-up per item that costs \$10,000.00 or more. The net target profit for Contractor is limited to the forgoing price mark-up points per item sold. Notwithstanding the forgoing, the Contractor's yearly Operational Costs, which are more fully explained and defined in section 14 of this Agreement, shall be added into the above price control points and spread out proportionately so that recovery of the same is made by Contractor over a year basis. See Composite Exhibit A, to the extent it does not conflict with the forgoing mark-up price point controls".* All parts will be only be billed to, and paid by, BSO at the close of a work order, not when the parts are issued or arrive at the location for stock storage purposes BSO will make good faith efforts to timely close out all work orders. In any event, all invoices delivered to BSO will be paid within sixty (60) days of BSO's receipt of invoice.

The first sentence of the second paragraph in this provision is deleted in its entirety and replaced with the forgoing sentence: *"The Provider (Contractor) shall submit periodic invoices for the goods and services provided to BSO Attn: Fire Chief Anthony P. Stravino or his designee."* The address for BSO shall be for purposes of this paragraph shall be 2601 West Broward Blvd., Fort Lauderdale, Florida 33312. The remaining portion of this section shall remain unchanged.

5. Section 3 "Term of Agreement" of Exhibit A: The language in the first sentence in this provision is deleted in its entirety and replaced with the following: *"This Agreement shall become effective on September 17, 2014 and remain in effect for a period of two (2) years, unless otherwise renewed or terminated as provided herein. This Agreement may be renewed at the election of BSO for three (3) additional one (1) year options at the same prices and rates presently recited in the Master Contract."* The remaining portion of this section shall remain unchanged except the reference as to "Chief Procurement Officer" and "City Manager" shall be replaced with BSO.

- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

In the event Contractor receives a public records request related to this Agreement and the services provided hereunder, Contractor shall provide BSO with written notice of the request accompanied by a copy of such request at least five (5) calendar days prior to the distribution of any of the requested records."

The remaining portion of this section shall remain unchanged

9. Section 21 "Miscellaneous" of Exhibit A: Subsection A "standard warranty" is amended to add the following sentences at its end: *"Notwithstanding the foregoing, all NAPA branded parts supplied to BSO shall carry a minimum one (1) year limited warranty for full replacement of the part at no cost to BSO. The limited warranty set out herein only applies to the NAPA branded parts used, kept and maintained in accordance with industry accepted specifications. The limited warranty set forth above shall not apply to NAPA branded products that have been subject to abuse, misuse, improper storage, or shows evidence of repairs or modifications by entities or individuals other than Contractor. Ordinary and customary wear, leakage or failures due to normal product use are excluded from the warranty coverage above. This limited warranty shall begin upon delivery of the NAPA branded part to BSO. BSO's sole and exclusive remedy and Contractor's sole liability for any breach of warranty or warranty claim is limited to the full replacement of the NAPA branded part at no cost to BSO. THIS LIMITED WARRANTY DOES NOT COVER ANY LOSS OR LIABILITY FOR INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES THAT MAY BE CAUSED BY A BREACH OF THIS WRITTEN WARRANTY."* Subsection S "Limitation of Liability" is amended to add the following sentence at its end: *"BSO is a sovereign entity. Nothing in this Agreement is intended nor shall it be construed to limit or waive BSO's protections under sovereign immunity as set forth in Florida Statutes §768.28, et. seq., as same may be amended".* Subsection D "Computer Integration" is hereby deleted in its entirety. Subsection P "Overtime Hours" shall be deleted and in its place shall be substituted: *"Overtime Hours" "Contractor shall employ two (2) full-time employees (one store manager and one driver) to service BSO's needs as more fully described herein. The store manager will provide services on a 50 hour work week period and the driver will provide services on a 40 hour work week period. Any further hours shall be approved in writing, and no over-time or additional charges will apply and pass to BSO unless: 1) Said extra charges are approved in writing by BSO; and 2) said hours are over and above the first 50 hours for the*

good faith with BSO to resolve the problem. If Contractor and BSO fail to mutually resolve a personnel issue after good faith attempt to do so, Contractor shall substitute a replacement worker as soon as possible. BSO reserves the right to remove any individual who is a danger to the public or its workforce and/or property provided that such removal does not violate any applicable laws and is not deemed discriminatory in nature.

11. Notwithstanding anything to the contrary herein or within Exhibit A (and any of its related documents) BSO is not obligated to use the Contractor's services and parts exclusively and may contract with other service providers as it deems suitable at any time during the term of this contract. BSO has multiple divisions in need of fleet maintenance and parts, and this contract shall be limited to the Fire Rescue Division, but at BSO's option may be expanded from time to time to cover other first responder/public safety fleet maintenance and parts obligations to BSO or other Broward County governmental units under the same terms and conditions recited within this Agreement and the incorporated Exhibit A (and any of its related documents)
12. Notwithstanding anything to the contrary herein or within Exhibit A (and any of its related documents) BSO has the right, at its own expense, but not the obligation, to have an ongoing audit and report of inventory found within the Premises and on future order by Contractor earmarked for the Premises. BSO shall provide Contractor with at least five (5) days prior written notice of any audit and a representative of Contractor must be present during any such audit. Further, the parties agree and acknowledge that there is no current stock of inventory being assumed or transferred by and between the parties notwithstanding any reference within Exhibit A (and any of its related documents).
13. Notwithstanding anything to the contrary herein or within Exhibit A (and any of its related documents) Contractor shall conduct its business at the Premises in such a way as to not violate BSO's lease relative to the building and common areas located at 508 & 516 S.W. 34th Street, Fort Lauderdale, Florida 33315. In lieu of Contractor approaching the Landlord for execution of any Landlord or Mortgagee to execute any type of consent or waiver of any claim against Contractor's property or interest, BSO shall indemnify, defend and hold Contractor harmless for any liability, loss, cost or expense (including reasonable attorneys' fees) related to: any type of lien or claim or encumbrance against Contractor's inventory and other property located at the property site/Premises instituted or claimed by the landlord or the mortgagee. BSO shall notify Contractor within three (3) business days of any such claims it receives from the Landlord or Mortgagee that relate to such claims upon Contractor's property or interest. Contractor will not interface directly or indirectly with the Landlord or the property owner of this location or the property owner and will direct said entities' inquiries or communications to BSO to respond to in BSO's discretion. Contractor shall not have any signage or advertisements, symbols or markings on vehicles (excluding NAPA vehicles) or at or about the Premises whatsoever unless

IN WITNESS, the parties hereby execute this Agreement on the date(s) set forth below:

BROWARD SHERIFF'S OFFICE


Chief Anthony P. Stravino/Executive Director
Fire Rescue & Emergency Services

Date: 9/17/14

Approved as to form and legal
sufficiency subject to execution by the parties:

By: 
Ronald M. Gunzburger
General Counsel

Date: 09/17/14

GENUINE PARTS COMPANY

By: 
Authorized Representative

Date: 9/15/14

Gregg Sargent/Vice President, Florida Division

Printed name



City of Miramar
An Equal Opportunity Employer

Mayor

Lori C. Moseley

Vice Mayor

Alexander P. Davis

City Commission

Winston F. Barnes

Yvette Colbourne

Wayne M. Messam

**"We're at
The Center of Everything"**

Public Works Department
13900 Pembroke Road
Miramar, Florida 33027

Phone (954) 883-6815
FAX (954) 602-3750

September 12, 2013

 **ORIGINAL**

John Crane
GENUINE PARTS COMPANY D/B/A NAPA AUTO PARTS
11718 North Florida Avenue
Tampa, FL 33612

**RE: Turnkey On-Site On-Demand Vehicle and Equipment Parts
Supply Contract**

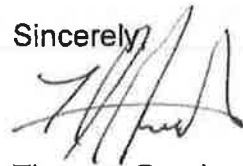
Dear Mr. Crane:

Please find attached, for your records, an original copy of the Turnkey On-Site On-Demand Vehicle and Equipment Parts Supply Contract between the City of Miramar and NAPA Auto Parts to operate an "On-Site Parts Store" at the City's Fleet Facility.

Should you have any questions, please do not hesitate to contact me at 954-883-6815.

Thank you.

Sincerely,



Thomas Good
Director of Public Works

TG/aaa

Cc: Weiss Serota Helfman Pastorlza Cole & Boniske, P.L, City Attorney
Randy Cross, Procurement Director

Request for Proposals No. 13-12-07 (the "RFP"); the Contractor's Proposal, including its price proposal, as accepted by the City; and any subsequently negotiated changes to same; which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this contract, the RFP and the Proposal, the conflict shall be resolved in the following order of priority: terms of this contract; terms of the RFP; terms of the Proposal.

SECTION 2 **COMPENSATION**

2. All compensation to the Contractor under this Agreement shall be consistent with the Contractor's price proposal provided in response to the RFP, which, among other things, provides for NAPA Product Costs and Non-NAPA Product Costs to be billed to the City at a 10% mark-up from cost; Operational Costs to be reimbursed by the City at cost; and Net Profit Target to be 10% net profit for NAPA. See Composite Exhibit "A" attached hereto.

The Provider shall submit periodic invoices for the goods and services provided to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed thirty (30) calendar days from the date of acceptance of the goods and services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or services, unless otherwise agreed to. All invoices shall reference the appropriate contract number, the address where the commodities were delivered or the services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the goods and/or services were delivered and accepted. Payment by the City shall be made within thirty (30) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures should the City require one to be performed.

In the event of City's termination of this Contract prior to the end of the Contract Term pursuant to Section 4 or Section 7, City shall pay Contractor on a pro-rata basis for the Services performed prior to the City's termination of this Contract.

SECTION 3 **TERM OF AGREEMENT**

2. This Agreement shall become effective on the date this Contract is executed by both parties, the term of this Agreement to be for a period of two (2) years commencing on July 16, 2013, with three (3) successive City options to renew for additional one (1) year terms, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a ninety (90) day extension of this contract in accordance with its terms and conditions; and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of one hundred eighty (180) days.

SECTION 7
NON-APPROPRIATION OF FUNDS

7. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 8
INSURANCE

8. For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in the amount set forth herein and naming the City of Miramar as an additional insured.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

<u>General Liability</u>	<u>Per Occurrence</u> \$ 500,000	<u>Aggregate</u> \$1,000,000
<u>Workers' Compensation</u> Statutory Amount		

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City of Miramar shall approve such certificates prior to the performance of any services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance policies shall be endorsed to add the City of Miramar as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Should any of the above described policies be cancelled, materially changed or non-renewed before the expiration date thereof, notice will be delivered to City in accordance with the policy provisions. Upon the request of the City, NAPA shall supply the City with evidence of all required insurance coverage in the form of a Certificate of Insurance and endorsement.

SECTION 12
GOVERNING LAW AND VENUE

12. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this agreement shall be in Broward County, Florida.

SECTION 13
NOTICES

13. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

John Crane
Genuine Parts Company d/b/a NAPA Auto Parts
11718 North Florida Avenue
Tampa, Florida 33612

FOR CITY:

Wazir A. Ishmael
Interim City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3120
Facsimile: (954) 602-3553

With A Copy to:

Jamie Alan Cole, Esquire
City Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
200 East Broward Boulevard Suite 1900
Fort Lauderdale, Florida 33301
Telephone: 954- 763-4242
Facsimile: 954-764-7770

SECTION 18
SURVIVAL

18. All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Agreement.

SECTION 19
ENTIRE AGREEMENT

19. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 20
JOINT PREPARATION

20. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 21
MISCELLANEOUS

The parties agree to the following terms and conditions, which shall supplement the terms and conditions of the rest of this Agreement, including the referenced RFP and NAPA's Proposal as accepted by the City, and which supplemental terms and conditions shall prevail in the event of a conflict with any other provisions contained in this Agreement, the RFP or NAPA's Proposal as accepted:

A. Standard warranty language: All items supplied pursuant to this Contract are subject to the terms of written warranties provided by the manufacturer of each part, and NAPA shall use reasonable commercial efforts to assist the City 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 City in connection with any claims concerning the parts supplied to the City pursuant to this Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND

only. City's employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

I. Audits: For any records requested by the City that NAPA maintains electronically, NAPA shall provide such records to the City, but shall not be required to grant direct access (i.e., password protected access) to its proprietary computer systems to the City.

J. Discipline of employees: NAPA agrees to discuss with and/or discipline an employee for violations of law or policy, but cannot agree to discipline an employee based on the lower standard that conduct is "deemed by the City to be detrimental." In the case that the City is concerned about the detrimental effects of an employee's actions, NAPA will work in good faith with the City to resolve the problem.

In the event that the City for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve the City's request by mutual agreement. Notwithstanding the above good faith agreement, it is clearly understood that NAPA's employees are not employees of the City, and the City's employees are not employees of NAPA.

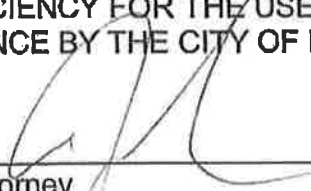
K. Hazardous materials handling: NAPA agrees to arrange for third parties to handle the disposal and/or recycling of the items listed at Section 3-5 of the RFP, but will not be directly involved in the actual disposal of such items. NAPA shall use reasonable commercial efforts to assist the City in processing any claim that may arise against such third party associated with the disposal of the items.

L. Hazardous conditions of IBS location: NAPA cannot agree to take on all responsibility for identifying hazards that may exist on premises owned, maintained and controlled by the City. NAPA agrees to notify the City of any facially obvious condition which it may encounter, but cannot be held responsible for identifying hazardous conditions that are inherent in the location, or are not obvious to a guest on the premises. Based on past ownership, the City is in a better position to determine potential environmental, OSHA, and safety problems with the location, and should retain responsibility for all costs incurred from inspections and corrections of deficiencies.

M. Work Environment: The City shall provide a safe work environment that is free from hostility, violence, or discrimination of NAPA's employees or agents.

N. Insurance: See Section 8.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF MIRAMAR ONLY:

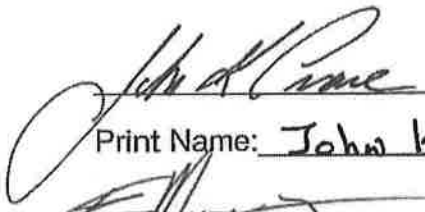


City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

Dec 7/29/13
JCS

CONTRACTOR

WITNESSES:



Print Name: John K. Crane



Print Name: ERIC MAUREY

By:  _____

Date: 7-18-2013

NAPA Product Costs	Billed to the City at a 10% mark-up from cost
Non-NAPA Product Costs	Billed to the City at a 10% mark-up from cost
Operational Costs	Reimbursed by the City at cost
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Operational costs will be reimbursed by the City at cost, with all such charges for Operational Costs to be included in the City's monthly billing statement. The City will be billed at the end of each month for operational costs on an "in arrears" basis.

NAPA will provide all possible rebates at the time of sale to lower the cost of NAPA parts that qualify for manufacture volume rebates.

NAPA has included a monthly and yearly projection of operational costs.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office c/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	CONTACT NAME:	
	PHONE (A/C No. Ext): 866-283-7122	FAX (A/C No.): 800-363-0105
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED GENUINE PARTS CO & SUBSIDIARIES - NAPA, Motion, Balkamp, Altrom, EIS, Rayloc, SP Richards, Drago Supply, Tarrant, General Tool & Supply et al 2999 Circle 75 Parkway Atlanta GA 30339 USA	INSURER A: Travelers Property Cas Co of America	25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570050856418 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2JUB204T038113 A05 TRJUB168T307513 AZ, MA, OR, WI	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A					01/01/2013	01/01/2014	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Miramar
2300 Civic Center Place
Miramar FL 33025 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc.

Holder Identifier :

Certificate No : 570050856418



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Aon Risk Services South, Inc. Atlanta GA Office c/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	CONTACT NAME: PHONE (N/C, No. Ext): 866-283-7122 FAX (N/C, No.): 800-363-0105 E-MAIL: ADDRESS:																					
INSURED GENUINE PARTS CO & SUBSIDIARIES - NAPA, Motion, Balkamp, Altrom, EIS, Rayloc, SP Richards, Drago Supply, Tarrant, General Tool & Supply etal 2999 Circle 75 Parkway Atlanta GA 30339 USA	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B:</td><td>ACE Property & Casualty Insurance Co.</td><td>20699</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Old Republic Insurance Company	24147	INSURER B:	ACE Property & Casualty Insurance Co.	20699	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:	ACE Property & Casualty Insurance Co.	20699																				
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER: 570050856411** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		MWZY59322	09/01/2012	09/01/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		MWTB 21382	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000		X00G2704623A SIR applies per policy terms & conditions	09/01/2012	09/01/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Miramar is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER City of Miramar 2300 Civic Center Place Miramar FL 33025 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South, Inc.</i>
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Holder Identifier :

Certificate No : 570050856411

EXPENSE	SALES	% TO SALES	YEARLY
SALES	\$ 35,257	100.00%	\$ 423,081
Less Cost of Sales	\$ 32,110	91.07%	\$ 385,320
Sales Less Cost	\$ 3,147	8.93%	\$ 37,761
Less Handling Charge	\$ -	0.00%	\$ -
GROSS PROFIT	\$ 3,147	8.93%	\$ 37,761
EXPENSES:	\$ -	0.00%	\$ -
Advertising	\$ -	0.00%	\$ -
Sales Salaries	\$ -	0.00%	\$ -
Handling Credit	\$ -	0.00%	\$ -
Net Salaries	\$ -	0.00%	\$ -
Travel	\$ -	0.00%	\$ -
Sales - Miscellaneous	\$ -	0.00%	\$ -
G. M. Travel	\$ -	0.00%	\$ -
TOTAL SALES EXPENSE	\$ -	0.00%	\$ -
SALARIES - EXEC.	\$ 353	1.00%	\$ 4,231
PAYROLL:		0.00%	\$ -
Acctg & Data Proc.	\$ 176	0.50%	\$ 2,115
General Office	\$ 173	0.49%	\$ 2,073
Counter - J.S.	\$ 3,750	10.64%	\$ 45,000
Stockroom Salaries	\$ -	0.00%	\$ -
Handling Credit	\$ -	0.00%	\$ -
Net Stockroom	\$ -	0.00%	\$ -
Delivery	\$ 1,800	5.11%	\$ 21,600
TOTAL PAYROLL	\$ 6,252	17.73%	\$ 75,019
Bad Debts	\$ -	0.00%	\$ -
Data Proc. Eqpt. & Suppl.	\$ -	0.00%	\$ -
Delivery - Insurance	\$ 225	0.64%	\$ 2,700
Maintenance & Fuel	\$ 600	1.70%	\$ 7,200
Truck Depr.	\$ 425	1.21%	\$ 5,100
Depreciation - F. & F.	\$ 700	1.99%	\$ 8,400
Empl. Benefits - Pension	\$ 159	0.45%	\$ 1,904
Other	\$ 1,200	3.40%	\$ 14,400
Freight & Postage	\$ 160	0.45%	\$ 1,920
Fr. Allowance	\$ -	0.00%	\$ -
Insurance	\$ 150	0.43%	\$ 1,800
Interest	\$ -	0.00%	\$ -
Legal & Professional	\$ -	0.00%	\$ -
Light, Heat, Water	\$ -	0.00%	\$ -
Moving	\$ -	0.00%	\$ -
Rent	\$ 25	0.07%	\$ 300
Stationery, Ship, Supply	\$ 50	0.14%	\$ 600
Stock Loss	\$ -	0.00%	\$ -
Store	\$ 100	0.28%	\$ 1,200
Taxes (Not Income)	\$ 500	1.42%	\$ 6,000
Telephone	\$ 240	0.68%	\$ 2,880
Travel (Not Sales)	\$ -	0.00%	\$ -
TAMS	\$ 825	2.34%	\$ 9,900
Training	\$ -	0.00%	\$ -
TOTAL MISC. EXPENSES	\$ 5,359	15.20%	\$ 64,304
TOTAL EXPENSES	\$ 11,610	32.93%	\$ 139,323
Operating Income	\$ (8,463)	-24.01%	\$ (101,562)
Misc. Inc; Cash Disc. (Net)	\$ -	0.00%	\$ -
IBS Contract Adjustments	\$ 11,610	32.93%	\$ 139,323
PROFIT BEFORE TAXES	\$ 3,147	8.93%	\$ 37,761