SUBJECT: GOLF CART LEASE FOR BENT CREEK GOLF COURSE

BID #: XF-0552-16

OPEN DATE: 2016-09-21

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE TIME PURCHASE

AGENCY: PARKS, RECREATION & COMMUNITY SERVICES DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER – 36 MONTH LEASE

NUMBER OF BIDS INVITED: 8 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to extend award with Yamaha Motor Finance Corporation, U.S.A. (contract #9754-01) for golf cart leasing services for Bent Creek Golf Course from December 31, 2019 through January 31, 2020. Total expenditure amount for the period not-to-exceed $5,987.30. Total revised award amount not-to-exceed $221,530.10.

Funding shall be encumbered from account PROD64RGC-04904 and executed via check request.

ATTACHMENTS: Recommendation Memo, Vendor Letter, Contract #9754-01, Previous Award

ANALYST: DAVID KLAGES

RESPECTFULLY SUBMITTED: for - GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: KEITH MEYERL, CHIEF, PARKS, RECREATION AND COMMUNITY SERVICES DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7919
www.coj.net

ONE CITY. ONE JACKSONVILLE.

December 13, 2019

MEMORANDUM

TO: Gregory Pease, Chief
Procurement Division

FROM: Keith Meyerl, Chief
Recreation & Community Programming Division

12/16/19 12:12:47
Procurement

THRU: Daryl Joseph, Director
Parks, Recreation and Community Services

RE: **Bent Creek Golf Club Contract XF-0552-16 Award Extension**

This is a request for Bent Creek Golf Club, Yamaha Motor Finance Corporation, U.S.A, be extended for a period of 30 days, to end on January 31, 2020, with a 30 days total amount not to exceed $5,987.30, the new total estimated expenditure is not to exceed $221,530.10. This extension will provide for Golf Cart Services to the Community while new contractor transitions into the new contract. The current bid expires on December 31, 2019.

The funding source will be: PROD64RGC 04904. This will be paid for via check request.

If additional information is required to process this request, please do not hesitate to contact Amy Honey, at 255-7909.

KM/ah

Attachments: Contract XF-0552-16

YAMAHA

SHORT-TERM/SPECIAL EVENTS RENTAL AGREEMENT

1. TERM

This short-term rental/special events agreement (hereinafter this "Agreement") is entered into between YAMAHA GOLF-CAR COMPANY (hereinafter "YGC") and Customer as follows:

Customer Name	City of Jacksonville / Bent Creek GC				Contact:	Renee Harriman			
Address:	214 N Hogan Street				City,State,Zip:	Jacksonville, FL 32202			
Dealer #:					Phone:	904-255-8294			
Quantity	Per Day	Per Month	Make	MODEL- GAS or ELECTRIC		Rental Charge Per Unit/Per Month			
78		76.76	Yamaha	Electric & Gas			Total Per Charge Per Month		$ 5,987.28
		0.00	Yamaha			Rental Charge Per Unit/Per Day			$ -
		0.00	Yamaha				Total Per Charge Per Day		$ -
		0.00	Yamaha				Total Days		$ -
		0.00	Yamaha			Rental Term.		Delivery Date 1/1/2020	
	Total							Return Date 1/31/2020	
Please list any accessories and special items needed below:								Freight	Pass Through Cost

Accessories/Special Items: Cars currently at Bent Creek Golf Course.

2. PAYMENT

The daily/monthly rental for the Equipment delivered under this Agreement (hereinafter, together with any Optional Equipment delivered under this Agreement and any attachments, accessories and parts, the "equipment"), as more specifically identified in Exhibit "A", $ 5,987.28 to be paid within 30 days of invoice date.
All applicable sales taxes will be calculated and presented to Customer on each YGC invoice.
A delivery and pick up charge of: $ - each way shall be added to the first and last invoice.

3. RISK OF LOSS OR INJURY

a) Effective upon delivery of the Equipment, and until the Equipment is returned to Yamaha as provided herein, Customer relieves Yamaha of responsibility for all risk of physical damage, loss or destruction of the Equipment, howsoever caused. During the continuance of this Agreement. Customer shall, at its own expense, cause to be carried and maintained casualty insurance with respect to each item of Equipment and public liability insurance. All policies with respect to such insurance shall name Yamaha as additional insured and as loss payee. The amount of the casualty insurance shall be the full replacement value of the Equipment, and the amount of public liability insurance shall be no less than $1,000,000 combined single limit. Customer hereby indemnifies Yamaha, against any and all claims, costs, expenses, damages, losses, and liabilities (including negligence and strict liability) arising out of or in any manner connected with the renting, operation, control or use of the Equipment including, without limitation, claims for injury to or death of persons and for damage to property.

(b) Customer shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever. In the event of damage to Equipment, Customer shall immediately place the same in good repair and operating condition.

(c) Upon delivery of the Equipment, Customer will inspect the equipment and notify Yamaha of any Equipment that is not in reasonably satisfactory condition. At Yamaha's option, any Equipment reasonably designated as unsatisfactory will be deleted from this Agreement with an appropriate adjustment. to rent or replaced by Yamaha with equipment which is reasonably satisfactory to Customer. YAMAHA DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT. IN NO EVENT SHALL YAMAHA BE LIABLE FOR ANY LIABILITY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.

4. RETURN OF EQUIPMENT

At the end of this Agreement, the Equipment shall be inspected by an agent of Yamaha and a Condition Report Report shall be completed by such agent to determine the condition of such Equipment. Customer agrees to pay Yamaha its full retail price for any Equipment not returned at the end of this Agreement. Further, Customer agrees to reimburse Yamaha for any excess wear and tear or other damage to the Equipment, including physical interior and exterior or mechanical wear and tear whether noted on the Condition Report or subsequently discovered.Normal wear and tear will not include:

(a) Tires which are damaged, gouged, or cut so as to be in an unsafe operating condition;
(b) Missing tire(s) or wheel(s), including spare if originally included;
(c) Bent, twisted, dented, dinged or gouged bumper(s).
(d) Any missing part(s) or accessory that was originally delivered with the Equipment or any components, either factory-installed or optional accessories requiring any modifications for installation;
(e) Any mechanical repairs on any components or suspension which may be required due to abuse, accident, negligence or the lack of proper maintenance, or any repairs required which are not considered "normal wear and tear."

5. MISCELLANEOUS TERMS

(a) Customer further agrees:
1. To ensure that all Equipment operators are at least 18 years of age;
2. To ensure that seating and loading capacity requirements are Followed;
3. To remove key from Equipment when not in use.

(b) In the event that any action or proceeding is brought to enforce any term or condition of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.
(c) The headings of this Agreement of for convenience of reference only and shall not be used in the interpretation of this Agreement.
(d) Customer shall not sublease any of the Equipment except in the ordinary course of its business or assign any of its rights under this Agreement.
(e) Customer shall keep the Equipment at the location to which Yamaha delivers the Equipment.
(f) Electric seasonal lease cars are provided to supplement the long term fleet, and are assured to run 18 holes per day.

CUSTOMER		YAMAHA GOLF-CAR COMPANY	
BY:		BY:	Paul Meyer
TITLE:		TITLE:	District Sales Manager
DATE:		DATE:	12/11/2019

YAMAHA

FROM: _____

CITY: _____

SHORT-TERM/SPECIAL EVENT RENTAL AGREEMENT EXHIBIT "A"

1		34		67	
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33		66		99	

Renter _____ Yamaha *Paul Meyer*

District Sales Manager

Date _____

9754-01
Set 2 of 2

YAMAHA

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

November 7, 2016

CITY OF JACKSONVILLE, FLORIDA
117 WEST DUVAL STREET, SUITE 375
JACKSONVILLE, FL 32202

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 2 DR2A EFI Yamaha golf cars. The documents enclosed in the package include the following:

Equipment Schedule #115586
Request for Insurance
Certificate of Acceptance
Invoice For First Payment
Municipal Amortization

Please have these documents signed by an Authorized City Official and return them to me in the enclosed prepaid overnight return envelope.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey

Yamaha Motor Finance Corporation

EXHIBIT A

EQUIPMENT SCHEDULE # 115586

Dated 11/07/2016

1. This Schedule covers the following property ("Equipment")

   2 DR2A EFI GOLF CARS

2. Location of Equipment:

   BENT CREEK GOLF CLUB
   10440 TOURNAMENT LANE
   JACKSONVILLE, FL 32222

3. The Lease term for the Equipment described herein shall commence on January 01, 2017 and shall consist of 36 months from the first day of the month following said date.

4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
   36 MONTHLY PAYMENTS IN THE AMOUNT OF $135.30 (APPLICABLE TAXES TO BE BILLED).
   STARTING JANUARY 2017 AND ENDING DECEMBER 2019. DUE THE 1ST DAY OF THE MONTH AS FOLLOWS:

Jan-17 $135.30	Jan-18 $135.30	Jan-19 $135.30
Feb-17 $135.30	Feb-18 $135.30	Feb-19 $135.30
Mar-17 $135.30	Mar-18 $135.30	Mar-19 $135.30
Apr-17 $135.30	Apr-18 $135.30	Apr-19 $135.30
May-17 $135.30	May-18 $135.30	May-19 $135.30
Jun-17 $135.30	Jun-18 $135.30	Jun-19 $135.30
Jul-17 $135.30	Jul-18 $135.30	Jul-19 $135.30
Aug-17 $135.30	Aug-18 $135.30	Aug-19 $135.30
Sep-17 $135.30	Sep-18 $135.30	Sep-19 $135.30
Oct-17 $135.30	Oct-18 $135.30	Oct-19 $135.30
Nov-17 $135.30	Nov-18 $135.30	Nov-19 $135.30
Dec-17 $135.30	Dec-18 $135.30	Dec-19 $135.30

ATTEST:

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

5. Interest Factor: 3.4 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 11/07/2016 between the parties(the"Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

FORM APPROVED

ASSISTANT GENERAL COUNSEL

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF JACKSONVILLE, FLORIDA

By: Dan E Mousa
Signature

Name: Lenny Curry
Type or Print

Title: Mayor

Dan E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By: Kim Ruiz

Name: Kim Ruiz

Title: President

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.("Yamaha")

6555 Katella Avenue, Cypress, CA
90630

E-MAIL: Donna_Hennessy@yamaha-motor.co

NAME OF INSURANCE AGENT:

November 07, 2016

ADDRESS: Na

Please Reference our Quote# **115586**

PHONE:

FAX:

RE: **BENT CREEK GOLF CLUB** **(Customer) Account #**

FORM APPROVED

ASSISTANT GENERAL COUNSEL

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than $1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
Attn: Commercial Finance Group
6555 Katella Ave
Cypress, CA 90630

ATTEST:

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

Your prompt attention will be appreciated

Very Truly Yours,

Equipment Covered:

2 DR2A EFI GOLF CARS

CITY OF JACKSONVILLE, FLORIDA
(Customer)

By:
(Signature of Authorized Officer)

Equipment Location:

10440 TOURNAMENT LANE

JACKSONVILLE, FL 32222

Title: Lenny Curry, Mayor
Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 115586 dated November 07, 2016 to the Master Lease Agreement dated November 07, 2016 between Yamaha Motor Finance Corporation, U.S.A. (the "Lessor") and CITY OF JACKSONVILLE, FLORIDA (the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above

Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
2	DR2A EFI GOLF CARS	See Attachment	NEW	BENT CREEK GOLF CLUB 10440 TOURNAMENT LANE JACKSONVILLE, FL 32222

ADDITIONAL CONDITIONS/SPECIAL TERMS:

FORM APPROVED

ASSISTANT GENERAL COUNSEL

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

ATTEST:

Secretary
Jacksonville

CITY OF JACKSONVILLE, FLORIDA

as Lessee

By:

Name: Lenny Curry

Title: Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

YAMAHA

PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 115586

Date Prepared: 11/7/2016

CITY OF JACKSONVILLE, FLORIDA
117 WEST DUVAL STREET, SUITE 375
JACKSONVILLE, FL 32202

Due Date	Quote No	Description	Amount Due
	115586	2 DR2A EFI GOLF CARS for Municipal Lease Cars located at: BENT CREEK GOLF CLUB	
01/1/2017		Payment	$135.30
		Payment Tax	$0.00
	YOUR ACCOUNT BALANCE IS ————		$135.30

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.

YAMAHA

PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER MAN 115586

Date Prepared: 11/7/2016

Payment for:

CITY OF JACKSONVILLE, FLORIDA
117 WEST DUVAL STREET, SUITE 375
JACKSONVILLE, FL 32202

115586 ıber _____ Amount Paid _____ Date Paid #_____ Check Number

YAMAHA

City of Jacksonville FL

Initialed By:

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE: City of Jacksonville FL
EQUIPMENT SCHEDULE # 115586

Yield: 3.400%

Mon #	Due Date	Payment	Interest
1	01/01/17	135.30	24.49
2	02/01/17	135.30	24.19
3	03/01/17	135.30	23.88
4	04/01/17	135.30	23.58
5	05/01/17	135.30	23.27
6	06/01/17	135.30	22.97
7	07/01/17	135.30	22.66
8	08/01/17	135.30	22.35
9	09/01/17	135.30	22.05
10	10/01/17	135.30	21.74
11	11/01/17	135.30	21.43
12	12/01/17	135.30	21.12
13	01/01/18	135.30	20.81
14	02/01/18	135.30	20.49
15	03/01/18	135.30	20.18
16	04/01/18	135.30	19.87
17	05/01/18	135.30	19.55
18	06/01/18	135.30	19.23
19	07/01/18	135.30	18.92
20	08/01/18	135.30	18.60
21	09/01/18	135.30	18.28
22	10/01/18	135.30	17.96
23	11/01/18	135.30	17.64
24	12/01/18	135.30	17.32
25	01/01/19	135.30	17.00
26	02/01/19	135.30	16.68
27	03/01/19	135.30	16.35
28	04/01/19	135.30	16.03
29	05/01/19	135.30	15.70
30	06/01/19	135.30	15.38
31	07/01/19	135.30	15.05
32	08/01/19	135.30	14.72
33	09/01/19	135.30	14.39
34	10/01/19	135.30	14.06
35	11/01/19	135.30	13.73
36	12/01/19	135.30	13.40
	Totals:	**4,870.80**	**685.05**

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance

City Contract Number: 9754-01

G:\Gov't Operations\NEILLM\MISCDOCS !DirFin#2&Form Approval.wpd

Set 1 of 2

YAMAHA

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

November 7, 2016

CITY OF JACKSONVILLE, FLORIDA
117 WEST DUVAL STREET, SUITE 375
JACKSONVILLE, FL 32202

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 76 DR2E Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule #115630
Request for Insurance
Certificate of Acceptance
Invoice For First Payment
ACH Form –optional
Municipal Amortization

Please have these documents signed by an Authorized City Official and return them to me in the enclosed prepaid overnight return envelope.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey
Yamaha Motor Finance Corporation

YAMAHA

Commercial Finance

MUNICIPAL MASTER LEASE AGREEMENT

YAMAHA

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated November 7, 2016, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **CITY OF JACKSONVILLE, FLORIDA** having its principal office at 117 WEST DUVAL STREET, SUITE 375, JACKSONVILLE, FL 32202 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.

2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.

3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.

5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.

6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.

7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than $1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.

8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.

9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease. Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

(a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or

(b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or

(c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or

(d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or

(e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or

(f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

(a) Terminate all or any portion of the Equipment Schedules to this Lease;

(b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;

(c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and

(d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF JACKSONVILLE, FLORIDA as Lessee

By: Sam E. Mousa

Print Name: Lenny Curry

Title: Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

By: Kim Ruiz

Print Name: Kim Ruiz

Title: President

FORM APPROVED

ASSISTANT GENERAL COUNSEL MLSE0906

ATTEST:

Corporation Secretary
City of Jacksonville

EXHIBIT A

EQUIPMENT SCHEDULE # 115630

Dated 11/07/2016

1. This Schedule covers the following property ("Equipment")

   76 DR2E GOLF CARS

2. Location of Equipment:

   BENT CREEK GOLF CLUB

   10440 TOURNAMENT LANE
   JACKSONVILLE, FL 32222

3. The Lease term for the Equipment described herein shall commence on January 01, 2017 and shall consist of 36 months from the first day of the month following said date.

4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
   36 MONTHLY PAYMENTS IN THE AMOUNT OF $5,852.00 (APPLICABLE TAXES TO BE BILLED).

   STARTING JANUARY 2017 AND ENDING DECEMBER 2019. DUE THE 1ST DAY OF THE MONTH AS FOLLOWS:

Jan-17 $5,852.00	Jan-18 $5,852.00	Jan-19 $5,852.00
Feb-17 $5,852.00	Feb-18 $5,852.00	Feb-19 $5,852.00
Mar-17 $5,852.00	Mar-18 $5,852.00	Mar-19 $5,852.00
Apr-17 $5,852.00	Apr-18 $5,852.00	Apr-19 $5,852.00
May-17 $5,852.00	May-18 $5,852.00	May-19 $5,852.00
Jun-17 $5,852.00	Jun-18 $5,852.00	Jun-19 $5,852.00
Jul-17 $5,852.00	Jul-18 $5,852.00	Jul-19 $5,852.00
Aug-17 $5,852.00	Aug-18 $5,852.00	Aug-19 $5,852.00
Sep-17 $5,852.00	Sep-18 $5,852.00	Sep-19 $5,852.00
Oct-17 $5,852.00	Oct-18 $5,852.00	Oct-19 $5,852.00
Nov-17 $5,852.00	Nov-18 $5,852.00	Nov-19 $5,852.00
Dec-17 $5,852.00	Dec-18 $5,852.00	Dec-19 $5,852.00

5. Interest Factor: 3.4 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 11/07/2016 between the parties(the"Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

ATTEST:

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

FORM APPROVED

ASSISTANT GENERAL COUNSEL

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF JACKSONVILLE, FLORIDA

By: Signature

Name: Lenny Curry Type or Print

Title: Mayor

Sam E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By:

Name: Kim Ruiz

Title: President

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.("Yamaha")

6555 Katella Avenue, Cypress, CA
90630

E-MAIL: Donna_Hennessy@yamaha-motor.co

NAME OF INSURANCE AGENT:

November 07, 2016

ADDRESS: n/a

Please Reference our Quote# **115630**

PHONE:

FAX:

RE: **BENT CREEK GOLF CLUB** **(Customer) Account #**

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than $1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
Attn: Commercial Finance Group
6555 Katella Ave
Cypress, CA 90630

FORM APPROVED

ASSISTANT GENERAL COUNSEL

Your prompt attention will be appreciated

Very Truly Yours,

Equipment Covered:

76 DR2E GOLF CARS

CITY OF JACKSONVILLE, FLORIDA
(Customer)

By: (Signature of Authorized Officer)

Equipment Location:

10440 TOURNAMENT LANE

JACKSONVILLE, FL 322

Title: Lenny Curry Mayor

ATTEST:

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 115630

dated November 07, 2016 to the Master Lease Agreement dated

November 07, 2016 between Yamaha Motor Finance Corporation, U.S.A.

(the "Lessor") and CITY OF JACKSONVILLE, FLORIDA

(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above

Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
76	DR2E GOLF CARS	See Attachment	NEW	BENT CREEK GOLF CLUB 10440 TOURNAMENT LANE JACKSONVILLE, FL 32222

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

FORM APPROVED

ASSISTANT GENERAL COUNSEL

ATTEST:

Corporation Secretary

CITY OF JACKSONVILLE, FLORIDA

as Lessee

By:

Name: Lenny Curry

Title: Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

YAMAHA

PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 115630

Date Prepared: 11/7/2016

CITY OF JACKSONVILLE, FLORIDA
117 WEST DUVAL STREET, SUITE 375
JACKSONVILLE, FL 32202

Due Date	Quote No	Description	Amount Due
	115630	76 DR2E GOLF CARS for Municipal Lease Cars located at: BENT CREEK GOLF CLUB	
01/1/2017		Payment	$5,852.00
		Payment Tax	$0.00
	YOUR ACCOUNT BALANCE IS ----------		$5,852.00

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.

YAMAHA

PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER MAN 115630

Date Prepared: 11/7/2016

Payment for:

CITY OF JACKSONVILLE, FLORIDA
117 WEST DUVAL STREET, SUITE 375
JACKSONVILLE, FL 32202

115630 nber

_____ Amount Paid

_____ Date Paid

#_____ Check Number

ACH / ONLINE PAYMENTS AGREEMENT

RECITALS

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.

2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars ($50) to cover administrative costs associated with the rejected payment.

3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.

4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.

5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.

7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Customer Name CITY OF JACKSONVILLE, FLORIDA

Customer Number 7790800

Contact Phone Number _____

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, t initiate debit entries to my (our)

☐ Checking Account or
☐ Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____

Branch _____

City _____ State _____ Zip _____

Bank Routing Number _____

Bank Account Number _____

☐ Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement s forth on the reverse side of this document.

Name(s) _____ (Please Print)

Position(s) _____ (Please Print)
(must be an owner or officer of the company)

Signature(s) _____

Date _____

INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
Or Fax to 714-761-7363

YAMAHA

City of Jacksonville FL

Initialed By:

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE: City of Jacksonville FL
EQUIPMENT SCHEDULE # 115630

Yield: 3.400%

Mon #	Due Date	Payment	Interest
1	01/01/17	5,852.00	834.53
2	02/01/17	5,852.00	820.89
3	03/01/17	5,852.00	807.21
4	04/01/17	5,852.00	793.49
5	05/01/17	5,852.00	779.74
6	06/01/17	5,852.00	765.95
7	07/01/17	5,852.00	752.13
8	08/01/17	5,852.00	738.26
9	09/01/17	5,852.00	724.36
10	10/01/17	5,852.00	710.42
11	11/01/17	5,852.00	696.44
12	12/01/17	5,852.00	682.43
13	01/01/18	5,852.00	668.37
14	02/01/18	5,852.00	654.28
15	03/01/18	5,852.00	640.15
16	04/01/18	5,852.00	625.98
17	05/01/18	5,852.00	611.77
18	06/01/18	5,852.00	597.53
19	07/01/18	5,852.00	583.24
20	08/01/18	5,852.00	568.92
21	09/01/18	5,852.00	554.56
22	10/01/18	5,852.00	540.16
23	11/01/18	5,852.00	525.72
24	12/01/18	5,852.00	511.24
25	01/01/19	5,852.00	496.72
26	02/01/19	5,852.00	482.16
27	03/01/19	5,852.00	467.56
28	04/01/19	5,852.00	452.92
29	05/01/19	5,852.00	438.24
30	06/01/19	5,852.00	423.53
31	07/01/19	5,852.00	408.77
32	08/01/19	5,852.00	393.97
33	09/01/19	5,852.00	379.13
34	10/01/19	5,852.00	364.26
35	11/01/19	5,852.00	349.34
36	12/01/19	5,852.00	334.38
	Totals:	**210,672.00**	**21,178.74**

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance

City Contract Number: 9754-01

G:\Gov't Operations\NEILLM\MISCDOCS\!DirFin#2&Form Approval.wpd

SUBJECT: GOLF CART LEASE FOR BENT CREEK GOLF COURSE

BID #: XF-0552-16 **OPEN DATE: 2016-09-21**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE TIME PURCHASE

AGENCY: PARKS, RECREATION & COMMUNITY SERVICES DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER - 36 MONTH LEASE AGREEMENT

NUMBER OF BIDS INVITED: 8 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to reject Club Car for making exceptions to the Terms and Conditions and the Insurance and Indemnification; that included notice of arrangement through a third party leasing source, which is not acceptable; vendor also did not submit a 36-month payment schedule as required in the Terms and Conditions.

Recommend approval to reject E-Z Go Textron for not complying with the Terms and Conditions by not submitting pricing per a Municipal Lease as requested.

Accordingly, recommend approval of award to the lowest responsive, responsible bidder, Yamaha Golf Carts, for a 36 month lease agreement for (76) 2017 2DC 48v Electric Golf Carts and (2) 2017 EFI Gas Vehicles for the Parks, Recreation and Community Services Division. The maximum expenditure for the 36 month lease not-to-exceed $215,542.80.

Funding for this award to be encumbered by account PROD64RGC-04904 to be executed by formal contract through the Office of General Counsel.

Attachments: Recommendation Memo, Bid Tabulation Sheet, Terms and Conditions, Specifications, Rejection Letters

ANALYST: CHELSEY RENFROE

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Daryl Joseph, Director of Parks, Recreation and Community Services Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 10/27/16

OTHER:

ACTION OF AWARDING AUTHORITY DATE 10/27/16

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

QWS3270X 12/16/2019 12:56 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 12/16/2019
LINK TO: ACCOUNT SUMMARY INQUIRY 12:56 PM

FISCAL MO/YEAR : 03 2020 CURRENCY CODE :
INDEX CODE : PROD64RGC GOLF CLUB OF JACKSONVILLE
SUBOBJECT : 04904 TRUST FUND AUTHORIZED EXPENDITURES
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	DEC 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	20,822.59	3,059,712.50
EXPENDITURES	5,987.30	22,431.60	2,423,344.06
ENCUMBRANCES	-5,987.30	-11,974.60	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	10,365.59	636,368.44

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND