SUBJECT: GOLF CART 36-MONTH MUNICIPAL LEASE

BID #: XF-0346-20 **OPEN DATE: 2019-12-18**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – ONE TIME PURCHASE - FEBRUARY 1, 2020 THROUGH JANUARY 31, 2023

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 12 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to extend the period of service from January 31, 2023 to June 30, 2023 to align to the Master Lease Agreement with Yamaha Golf-Car Company for GOLF CART 36-MONTH MUNICIPAL LEASE. The adjustment extension will allow the terms of the award to match the lease agreement. All other terms and conditions will remain the same.

Funding Source: 00111.166105.551010.000000.00000000.00000.0000000, to be executed by formal contract amendment (City Contract # 605663-20) through the Office of General Counsel and process by purchase order.

Attachments: Recommendation Memo, Previous Awards

ANALYST: _____
RUBEN OLA

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Keith Meyerl, Chief of Recreation and Community Programming 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 27, 2022

MEMORANDUM

TO: Dustin Freeman, Chief
Procurement Division

FROM: Keith Meyerl, Chief
Recreation & Community Programming Division

RE: **Bent Creek Golf Club Contract XF-0346-20 Award Date Adjustment**

The Parks, Recreation and Community Services Department respectfully request the award XF-0346-20 Bent Creek Golf Club, Yamaha Motor Finance Corporation, U.S.A, to be adjusted to reflect dates on the Master Lease Agreement. This extension will allow the terms of the award to match the lease agreement.

Current award expiration date is January 31,2023, and the new requested award date is June 30,2023.

The funding will remain unchanged using Purchase Order 605663-20.

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

KM/ah

Attachments: Yamaha Master Lease
Addendum to Master Lease Agreement
Award

6 month
extension

SUBJECT: GOLF CART 36-MONTH MUNICIPAL LEASE

BID #: XF-0346-20

OPEN DATE: 2019-12-16

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – ONE TIME PURCHASE - FEBRUARY 1, 2020 THROUGH JANUARY 31, 2023

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 12 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to rescind the award with Club Car, LLC and to reject their bid for failure to timely execute the contract documents causing failure to deliver the golf carts by January 31, 2020 as required in the bid documents and to award to the next lowest responsive, responsible bidder Yamaha Golf-Car Company in the amount of $219,313.76 for GOLF CART 36-MONTH MUNICIPAL LEASE. Period of service will be from date of contract execution through January 31, 2023.

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, Previous Award, Bid Award Rejection

ANALYST: for RUBEN OLA

RESPECTFULLY SUBMITTED: for GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Keith Meyerl, Chief of Recreation and Community Programming Division

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

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 5/14/20

OTHER:

ACTION OF AWARDING AUTHORITY DATE 5/19/20

APPROVED ✓ BH DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

605663-20

ADDENDUM
TO MASTER LEASE AGREEMENT
BETWEEN
YAMAHA MOTOR FINANCE CORPORATION, U. S. A.
AND
THE CITY OF JACKSONVILLE
FOR
GOLF CART 36-MONTH MUNICIPAL LEASE

THIS ADDENDUM to Master Lease Agreement is made and entered into as of the 25 day of June, 2020 (the "Effective Date"), by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation existing under the Constitution and laws of the State of Florida ("Lessee"), and YAMAHA MOTOR FINANCE CORPORATION, U. S. A. a foreign corporation with principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor") for a Golf Cart 36-Month Municipal Lease.

WHEREAS, Lessee desires to lease from Lessor certain property and services (the "Equipment") described in one or more Schedules to the Master Lease Agreement, attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, Lessor is willing and able to accept such engagement and provide the Equipment in accordance with the Master Lease Agreement and this Addendum (together the "Lease"); and

WHEREAS, Lessee's General Governmental Awards Committee and Mayor approved an award for the procurement of the Equipment on May 19, 2020; and

WHEREAS, Lessee's authority to make and enter into said Lease comes from its Procurement Code; and

WHEREAS, by legislative fiat, there are certain contractual provisions that must be contained in any procurement contract of Lessee; and

WHEREAS, this Addendum should be executed by the parties to ensure that all lawful provisions are contained in the Lease; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants hereinafter contained and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. This Addendum shall be attached to said Master Lease Agreement, shall be a part of said Master Lease Agreement, and shall be binding upon the parties.

3. As required by Section 106.431, *Ordinance Code*, Lessee's total maximum indebtedness for all products and services under the Lease shall be a fixed monetary amount not to exceed TWO HUNDRED NINETEEN THOUSAND THREE HUNDRED THIRTEEN AND 76/100 DOLLARS ($219,313.76) for the 36 month term of the Lease, together with any property taxes, if any, arising under the Master Lease Agreement, subject to the availability of lawfully appropriated funds.

4. As required by Section 126.108, *Ordinance Code*, in its performance of the Lease, Lessor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances (hereinafter collectively referred to as the "Laws"), only with respect to the Lease, as such Laws exist and may be amended from time to time. Such Laws shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law).

5. Lessor represents that it has adopted and will maintain throughout the term of the Lease a policy of nondiscrimination or nonharrassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. On written request, Lessor shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of Lessee for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Lease. Lessor shall not be required to produce for inspection any records covering periods of time more than one (1) year prior to the date of the Lease. Lessor agrees that if any of the obligations of the Lease are to be performed by a contractor, the provisions above shall be incorporated into and become a part of the subcontract.

6. Section 7 of said Master Lease Agreement is amended by deleting said section in its entirety and replacing it with the following:

> "7. <u>Insurance</u>. Lessee is self-insured for general liability, automobile liability, and workers' compensation claims. The self-insured program (the "Program") is established pursuant to Chapter 128, *Ordinance Code*, and is administered by Lessee's Division of Risk Management. The Program will respond to general liability and automobile liability losses arising directly and indirectly from the negligent acts or omissions of Lessee's employees and participating authorities' employees subject to the provisions and limitations imposed under Section 768.28, Florida Statutes. The Program does not provide for a waiver of sovereign immunity beyond the statutory limitations on liability provided in Section 768.28, Florida Statutes."

7. Section 12 of said Master Lease Agreement is amended by deleting said section in its entirety and replacing it with the following:

"12. Licensee is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. Lessor shall not include any federal, state, or local taxes in any invoices submitted to Licensee.

8. In the event of any dispute between the parties under the Lease, the parties shall be entitled to pursue any and all remedies, both legal and equitable.

9. The parties agree that for the execution of the Lease, time is of the essence. Therefore, the Lease and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Lease.

10. To the extent that there is any conflict between the terms of the Master Lease Terms and Conditions, including any supplements or amendments to the Master Lease Terms and Conditions, and the terms of this Addendum, the terms of this Addendum shall control.

11. Public Records. In accordance with Section 119.0701, Florida Statutes, Lessor shall:

(a) Keep and maintain public records required by Lessee to perform the services; and

(b) Upon request from Lessee's custodian of public records, provide Lessee with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease term and following completion of the Lease if Lessor does not transfer the records to Lessee; and

(d) Upon completion of the Lease, transfer to Lessee at no cost all public records in possession of Lessor or keep and maintain public records required by Lessee to perform the Services. If Lessor transfers all public records to Lessee upon completion of the Lease, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of this Lease, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Lessee upon request from Lessee's

custodian of public records in a format that is compatible with Lessee's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to said Master Lease Agreement contemporaneously with said Master Lease Agreement.

ATTEST:

By James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

By S. Stanley
Signature

Stacey Stanley
Type/Print Name

Sr. Commercial Finance Mgr.
Title

YAMAHA MOTOR FINANCE CORPORATION, U. S. A.

By
Signature

Jeff Young
Type/Print Name

President
Title

GC-#1371083-v1-Yamaha_MasterLease_Addendum.doc

Encumbrance and funding information for internal City use:

Account:..... PROD64RGC 04904

Amount:..... $219,317.76

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 No. 605663-20

EXHIBIT A

Master Lease Agreement

YAMAHA
Commercial Finance

MUNICIPAL MASTER LEASE AGREEMENT

YAMAHA

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated June 11, 2020, 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 Assions. 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	YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor
By:	Brian Hughes Chief Administrative Officer	By:
Print Name: Lenny Curry	For: Mayor Lenny Curry Under Authority of:	Print Name: Jeff Young
Title: Mayor	Executive Order No. 2019-02	Title: President

ATTEST:

James R. McCain, Jr.
Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE VERITAS

FORM APPROVED

MLSE0906

ASSISTANT GENERAL COUNSEL

EXHIBIT A

EQUIPMENT SCHEDULE # 203158

Dated 06/11/2020

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

   76-DR2E DC GOLF CARS

2. Location of Equipment:

   BENT CREEK GOLF COURSE
   10440 TOURNAMENT LN
   JACKSONVILLE, FL 322221050

3. The Lease term for the Equipment described herein shall commence on July 01, 2020 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 $6,092.16 (APPLICABLE TAXES TO BE BILLED).
   STARTING JULY 2020 AND ENDING JUNE 2023. DUE THE 1ST DAY OF THE MONTH AS FOLLOWS:

Jul-20 $6,092.16	Jan-21 $6,092.16	Jan-22 $6,092.16	Jan-23 $6,092.16
Aug-20 $6,092.16	Feb-21 $6,092.16	Feb-22 $6,092.16	Feb-23 $6,092.16
Sep-20 $6,092.16	Mar-21 $6,092.16	Mar-22 $6,092.16	Mar-23 $6,092.16
Oct-20 $6,092.16	Apr-21 $6,092.16	Apr-22 $6,092.16	Apr-23 $6,092.16
Nov-20 $6,092.16	May-21 $6,092.16	May-22 $6,092.16	May-23 $6,092.16
Dec-20 $6,092.16	Jun-21 $6,092.16	Jun-22 $6,092.16	Jun-23 $6,092.16
	Jul-21 $6,092.16	Jul-22 $6,092.16	
	Aug-21 $6,092.16	Aug-22 $6,092.16	
	Sep-21 $6,092.16	Sep-22 $6,092.16	
	Oct-21 $6,092.16	Oct-22 $6,092.16	
	Nov-21 $6,092.16	Nov-22 $6,092.16	
	Dec-21 $6,092.16	Dec-22 $6,092.16	

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5. Interest Factor: 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 06/11/2020 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.

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 :

Name: Lenny Curry

Title: Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

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

By :

Name: Jeff Young

Title: President

ATTEST:

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE

Purchase Order 605663-20

200495

Purchase Order	605663-20
Order Date	22-JUN-2020
Change Order	0
Change Order Date	22-JUN-2020
Revision	0
Ordered	219,313.76 USD
Requisition Number	PROD-500041-20
Solicitation Number	

All packing slips, invoices, and correspondence must reference the purchase order number.

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Yamaha Motor Corporation, USA
6555 Katella Avenue
CYPRESS, CA 90630

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Ed Ball 4th Floor
214 North Hogan Street
4th Floor
JACKSONVILLE, FL 32202 US

Notes

25265	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Ruben Ola
Email: rubeno@coj.net

Amy Honey
E-mail: ahoney@coj.net

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Golf Cart 36-Month Municipal Lease In accordance to Bid No. XF-346-20 11534.161101.549006.000000.00000531.00000.0000000	219,313.76				

Ship To
Ed Ball 4th Floor
214 North Hogan Street
4th Floor
JACKSONVILLE, FL 32202

Promised

Requested
6/23/20

219,313.76

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total 219,313.76

[redacted] 219,313.76

DRAFT

SUBJECT: GOLF CART 36-MONTH MUNICIPAL LEASE

BID #: XF-0346-20 **OPEN DATE: 2019-12-18**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – ONE TIME PURCHASE - FEBRUARY 1, 2020 THROUGH JANUARY 31, 2023

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 12 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the lowest responsive, responsible bidder Club Car, LLC in the amount of $201,729.84 for GOLF CART 36-MONTH MUNICIPAL LEASE. Period of service will be from February 1, 2020 through January 31, 2023.

Funding for this award to be encumbered by account PROD64RGC 04904, to be executed by purchase order(s).

Attachments: Recommendation Memo, Bid Tabulation Sheet, Terms and Conditions

ANALYST: _____ RUBEN OLA

RESPECTFULLY SUBMITTED: _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Keith Meyerl, Chief of Recreation and Community Programming 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: 1/9/2020

_____ OTHER: _____

_____

_____

ACTION OF AWARDING AUTHORITY DATE 1/10/2020

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02