

AGREEMENT FOR LEASED GOLF CARTS

THIS AGREEMENT is entered into by and between the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Yamaha Golf-Car Company, 6555 Katella Avenue, Cypress California 90630 and with offices in Tampa Florida existing under the laws of the State of Florida, hereinafter referred to as "Contractor".

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. The Contractor covenants and represents to County that Contractor shall provide one hundred sixty two (162) leased golf carts and four (4) leased utility work vehicles as described in Attachment A, hereinafter referred to as the "Scope of Services".

ARTICLE 2: CONTRACT DOCUMENTS. The Contractor shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment "A" --- Scope of Services
- Attachment "B" --- Payments
- Attachment "C" --- Special Conditions
- Attachment "D" --- Insurance Certificate

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Contractor shall be paid by County an amount in accordance with Attachment B for the provision of the Scope of Services. Contractor has been advised that no Contractor or employee of the County may authorize an increase in the above amount. Any increase in total compensation must be authorized in writing by the Board of County Commissioners.

ARTICLE 4: CONTRACT TERM.

A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of Four (4) years, commencing January 1, 2009 and terminating December 31, 2013.

B. Renewals or extensions of this Agreement, if any, shall be as specified in Attachment "C" Special Conditions.

ARTICLE 4. (Cont.)

C. "An "Event of Nonappropriation" means a non-renewal of the term of a Schedule by County, determined by the failure or refusal of the governing body of County to appropriate monies sufficient to pay Rental Payments and other amounts payable under the Schedule for County's next succeeding fiscal period. County will notify Contractor immediately of the occurrence of an Event of Nonappropriation under any Schedule."

Agreement shall terminate if no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for rent due hereunder. County will immediately provide notice in accordance with Article 5 of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to County of any kind whatsoever, except as to the portions of the rental payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, County agrees to peaceably surrender possession of the golf carts and utility vehicles to Contractor on the date of termination and Contractor shall have all legal and equitable rights and remedies to take possession of the golf carts and utility vehicles. This provision shall not be construed so as to permit County to terminate this Agreement in order to acquire similar or competitive golf carts and utility vehicles from another party or manufacturer or to allocate funds to directly or indirectly perform essentially the same functions for which the golf carts and utility vehicles are intended. County warrants that it has adequate funds to meet its obligations hereunder during its current fiscal appropriation.

ARTICLE 5: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Contractor: Yamaha Golf car Company
Attn: Stan Miser, Division Manager
1000 Hwy 34E
Newman, Georgia 30265

If by hand delivery: Yamaha Golf car Company
Attn: Stan Miser, Division Manager
1000 Hwy 34E
Newman, Georgia 30265

If mailed to County: Manatee County Parks and Recreation Department
Attn: Cindy Turner, Director
5502 23rd Avenue Drive West
Bradenton, FL 34209

ARTICLE 5. Notices (Cont)

If by hand delivery: Manatee County Parks and Recreation Department
 Attn: Cindy Turner, Director
 5502 23rd Avenue Drive West
 Bradenton, FL 34209

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

ARTICLE 6: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS.

i. Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Contractor shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Contractor's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Contractor shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or License made by any local, State or Federal Agency. Contractor shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Contractor for at least three (3) years after the termination of this Agreement.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Contractor covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by Contractor, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.

ARTICLE 6: GENERAL CONDITIONS (continued)

C: LICENSES. Contractor shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the County within ten days after receipt by Contractor.

D: CONTRACTUAL LIABILITY. The relationship of the Contractor to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Contractor or any of the officers, employees, personnel, Contractors, or subcontractors of the Contractor any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Contractor in connection with the Scope of Services or for debts or claims accruing to such parties. Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E: SUBCONTRACTORS. Contractor agrees that the Scope of Services shall be provided by employees of Contractor. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Contractor's Scope of Services.

F: NON-ASSIGNABILITY. Contractor may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

G: CONTRACTOR'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Contractor shall provide the County with a list of representatives authorized to act on behalf of the Contractor.

ARTICLE 7: INDEMNIFICATION. Contractor shall indemnify, keep and save harmless the County, its Contractors, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Scope of Services required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or its employees, or of the subcontractors or its employees, if any. Contractor shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgments shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Contractor's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

ARTICLE 7 (CONT.) In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Contractor at the above listed address. Upon receipt of notice, Contractor, at its own expense, Shall defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Contractor attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 8: INSURANCE. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance. Upon due notice from County, Contractor shall procure additional insurance as may reasonably be requested by the County to protect the County from liability.

Until such time as the insurance is no longer required, the Contractor shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided.

In the event a renewal or replacement certificate is not available Contractor shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage. Further, Manatee County will be provided with copies of all underlying additional insured endorsements. County shall be under no obligation to pay Contractor for any services provided or for any costs associated with Contractor's Scope of Services for any period of time not covered by the insurance required under this Agreement.

ARTICLE 9: COUNTY'S CONTRACT ADMINISTRATOR. Ms. Cindy Turner, Director of Parks and Recreation or such other employee as may be designated in writing by the County's Purchasing Manager shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Contractor's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the Contract Administrator shall be referred to the Purchasing Manager or his designee.

ARTICLE 10: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

ARTICLE 11: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 12: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 13: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES:

Yamaha Golf Car Company

Sign Name: *Matthew E. Hunt*

By: *Thomas E. McDonald*

Print Name: Matthew E. Hunt

Print Name: Thomas E. McDonald

Sign Name: *Chris Boutin*

Title: S. V-P

Print Name: CHRIS BOUTIN

Phone Number: 678-423-2228

APPROVED, with a quorum present and voting this 16TH day of DECEMBER 2008.

County of Manatee, Florida by it's Board of County Commissioners

Attest: R. B. "Chips" Shore
Clerk of the Circuit Court

R. B. "Chips" Shore



Sign: *Dr. Gwendolyn Brown*
Dr. Gwendolyn Y. Brown, CHAIRMAN

Date of Execution: 12/16/08

ATTACHMENT "A"
SCOPE OF SERVICE

1. The Contractor shall provide one hundred and sixty two (162) leased 2009 Yamaha Drive, Glacier White, 48 -Volt Electric Golf Cars.
2. The Contractor shall provide four (4) leased 2009 Yamaha Adventurer 1 Gas Powered Utility Vehicles.
3. Delivery shall be made in the quantities stated, at the following County golf courses:

Manatee County Golf Course **80** 2009 Yamaha Electric Golf Car
6413 53rd Avenue West
Bradenton, FL **2** 2009 Yamaha Adventurer 1 Gas Powered Utility Vehicles

Buffalo Creek Golf Course **82** 2009 Yamaha Electric Golf Carts
8100 Erie Road
Palmetto, FL **2** 2009 Yamaha Adventurer 1 Gas Powered Utility Vehicles
4. All golf carts and utility vehicles shall be delivered on or before **January 1, 2009**.
5. A mobile repair vehicle shall service all golf carts and utility vehicles at each of the County golf courses on a weekly basis. The cost for this service shall be included in the monthly lease rate provided said work is a warranty item. Should an off site warranty repair be necessary, a loaner golf cart or utility vehicle shall be provided at no cost to the County.
6. The Contractor shall provide a parts and labor warranty for all golf carts and utility vehicles for the Four year term. Copy of warranty has been provided and here attached.
7. The Contractor shall provide a battery warranty for all golf carts for the Four year term 1000rounds per cart, provided batteries are charged, watered and washed per servicing specification. Copy of warranty has been provided and here attached
8. 2009 Yamaha Electric Fleet description:
 - a. 48 Volt Electric Golf Cart
 - b. Canopy Top Assembly – Tan
 - c. Body Color – Burgandy
 - d. Seat Color – Tan
 - e. Charger
 - f. Split Windshield
 - g. Sweater Basket

-
- h. Dual Sand Bottles/holders
 - i. Battery Filling System
 - k. Heavy Duty Batteries – 48 Volt System

 - l. Information Holder
 - m. Four Cup Holder
 - n. Number Decals (2)
 - o. Rear bag Covers
 - p. Custom Logos
 - q. Sandstone Wheel Covers

9. Yamaha Adventure 1 Utility Vehicles will be equipped as follows:

- A. Head and tail lights
- B. Cargo Box
- C. (2) radio/ drink holders
- D. Heavy Duty Front and Rear Suspension
- E. 2" Receiver Hitch,
- F. 11.4 357cc Engine.

2008 Models



LIMITED 4-YEAR GOLF CAR LIMITED WARRANTY

Yamaha Golf-Car Company hereby warrants that any new YDRA gas or YDRE electric Yamaha golf car purchased from an authorized Yamaha golf car dealer in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations.

DURING THE PERIOD OF WARRANTY any authorized Yamaha golf car dealer will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

GENERAL EXCLUSIONS from this warranty shall include any failures caused by:

- a. Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- b. Accident or collision damage.
- c. Installation of parts or accessories that are not original equipment.
- d. Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- e. Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- f. Damage due to improper transportation.
- g. Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

WARRANTY COVERAGE:

- Year 1:** The first year of warranty shall cover the entire vehicle except for the Specific Exclusions below.
- Year 2:** The second year exclusions are the YDRA battery, body parts, seats, mats, bumper assembly, bag carrier, scorecard holder, trim, and the Specific Exclusions below.
- Year 3:** The third year exclusions include the second year exclusions, plus the control cables and electrical system (except electronic speed controller, battery charger, and electric motor), and the Specific Exclusions below.
- Year 4:** The fourth year of the warranty covers only the electric motor, speed controller, battery charger, and transaxle on the YDRE and the engine, clutch system (except drive belt), and transaxle on the YDRA.

SPECIFIC EXCLUSIONS: Specific exclusions from this warranty shall include any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service is also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to:

1. Operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual;
2. Give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

WARRANTY TRANSFER: Any transfer of warranty must take place within the first three years of the original in-service date of the vehicle. The vehicle must be re-registered by an authorized Yamaha Golf-Car Dealer within 30 days of transfer. A fee may be charged for the transfer of the warranty.

YAMAHA GOLF-CAR COMPANY MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS AND TIME LIMITS STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY YAMAHA GOLF-CAR COMPANY AND EXCLUDED FROM THIS WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. ALSO EXCLUDED FROM THIS WARRANTY ARE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF USE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE.

Yamaha Golf-Car Company, NEWNAN, GEORGIA 30265-1320

EFFECTIVE DATE: 6/1/07

LIT-13710-03-07



YAMAHA GOLF-CAR COMPANY

YAMAHA FOUR-YEAR LIMITED WARRANTY FOR TROJAN BRAND ELECTRIC GOLF CAR AND UTILITY VEHICLE BATTERIES WHEN CHARGED WITH A DPI CHARGER SUPPLIED BY YAMAHA

Yamaha Golf-Car Company (herein referred to as "YGC") hereby warrants to the Original Retail Purchaser or Lessee of a Yamaha G22E golf car, G23E or G27E utility vehicles purchased from an Authorized Yamaha Distributor or Dealer, that the Trojan batteries charged with a DPI battery charger will be free from defects in materials and workmanship, and will provide "36-hole performance" for a period of four-years or "1,000 rounds" from the date of purchase, whichever event occurs first, subject to the terms and conditions contained herein.

This limited warranty covers defects in materials and workmanship only for a period of four-years or "1,000 rounds", as applicable, from date of purchase, whichever event occurs first. The terms of this four-year or "1,000 round" limited warranty shall be as follows:

For G22E golf car, G23E or G27E utility vehicles free replacement within four years or 20,000 amp-hours discharged or 500 hours elapsed time usage, whichever event occurs first, as determined by YGC using the information recorded and stored in the Genius controller.

This warranty only applies to battery sets charged with a DPI brand battery charger supplied by YGC.

The customer must perform (or have a contracted Yamaha Distributor or Dealer perform) all periodic maintenance and discharge testing as specified in the Yamaha Service Manual Maintenance Schedule. No labor or transportation expenses are included in this limited warranty.

"Thirty-six hole performance" is defined as 60-minutes discharge time as tested and recorded using a Lester model #17770 discharge machine at an ambient temperature of between 60 and 100 degrees F (16 and 38 degrees C). Ambient temperatures between 60 and 80 degrees F (16 and 27 degrees C) must be corrected using the formula: Adjusted Discharge Time = (Discharge Minutes)/(1-(((80-TEMP)/100) x 0.64)).

The customer must notify the Distributor/Dealer within 10 days that a vehicle has failed to make 36 holes per day. Yamaha reserves the right to test and recharge any batteries in question.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE VOID AND EXCLUDED SUBSEQUENT TO ONE YEAR FROM THE DATE OF PURCHASE. THE REPLACEMENT OF THE BATTERY IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. YAMAHA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF YAMAHA HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT WHICH IN ANY WAY VARIES THE TERMS OF THIS LIMITED WARRANTY.

LIMITED WARRANTY EXCLUSIONS

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, YAMAHA does not warrant that its battery is suitable for use in any application other than in a golf car or utility vehicle. As in the use of any battery, a prudent owner will read and study the charger owner's manual, the vehicle owner's manual, the operator's instructions, and the battery warning labels; and will exercise due care in working on or around batteries.

THE PROVISIONS OF THIS LIMITED WARRANTY SHALL NOT APPLY TO FAILURE DUE TO:

Abuse or neglect such as improper fluid levels, loose wiring, rusted or corroded hardware; Lack of proper maintenance as outlined in the electric vehicle Owner's/Operator's Manual; Damage caused by improper installation of the battery; Neglect, breakage, freezing, fire, explosion, wreckage, the addition of any chemical, or the operation of the battery in an uncharged condition (below half-charge - 1.200 specific gravity); and a battery charged by systems other than the original equipment type battery charger. The golf car facility must have ample electrical power to charge the cars, and the chargers must be allowed to shut off automatically.

THIS BATTERY IS INTENDED TO BE USED BY PERSONS WITH TRAINING AND EXPERIENCE WITH BATTERIES AND ONLY IN YAMAHA ELECTRIC VEHICLES. ANY OTHER USE RENDERS THE LIMITED WARRANTIES EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

ALSO EXCLUDED FROM THIS LIMITED WARRANTY ARE ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR REVENUE, LOSS OF TIME, INCONVENIENCE OR ANY OTHER ECONOMIC LOSS.

Some states do not allow limitation on the duration of an Implied warranty, exclusions or limitations of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

WARRANTY LIMITATIONS

Yamaha Golf-Car Company and Trojan Battery Company's liability shall be to replace a defective battery. Replacement shall mean furnishing a new battery or used battery with sufficient life to complete the remainder of the warranty term, which is identical or reasonably equivalent to the warranted product at no cost to the purchaser during the limited warranty period, except for labor or transportation expenses.

Damage not resulting from a defect in materials or workmanship or which occurs due to abuse or neglect (including failure to provide reasonable and necessary maintenance), accident, alteration or acts of God is excluded from this limited warranty.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

For further information or to submit a warranty claim, contact your local Yamaha Distributor/Dealer or contact Yamaha toll free at (877) 811-8250.

ATTACHMENT "B"

PAYMENTS

1. The monthly lease rate per golf cart is **\$63.15** (\$10,230.30 per month).
The monthly lease rate per utility work vehicle is **\$66.13** (\$264.52 per month).
Total Monthly Lease Rate: **\$10,494.82**
2. The Contractor shall provide the County with an invoice which shall include the compensation due the Contractor for the previous month.
3. The Contractor shall provide the County with invoices not more frequently than once a month for each calendar month.
4. The Contractor's invoice shall be in a form acceptable to the County and include detail as may reasonably be requested by the County.
5. The County shall give the Contractor prompt notice of any dispute with respect to the Contractor's invoice.
6. The County shall remit payment for each invoice within Forty- Five (45) days after the receipt of an acceptable invoice.
7. All costs of providing the scope of services described in Attachment "A" shall be the responsibility of the Contractor.
8. All payments to be made to:

Yamaha Motor Corporation
Dept. CH10586
Palatine, IL 60055

ATTACHMENT "C"

SPECIAL CONDITIONS

1. This Agreement may be renewed by the mutual agreement of the parties for an additional three (3) year period, at the same monthly lease rate of **\$63.15** and the replacement of the golf cart fleet delivered in the initial term of this agreement with a current model year golf cart.

The provision also applies to the utility work vehicle at a lease rate of **\$66.13**.

2. County shall be solely responsible for any loss, damage, or destruction of the golf carts or utility vehicles leased to County while under County's possession and control, except for any damage, loss or destruction arising as the result of the negligent acts or omissions of Contractor.
3. County's right to terminate this Agreement shall be limited to Contractor's failure to comply with the terms and conditions provided in this Agreement, provided that County has provided written notice to Contractor of such failure of performance and a period of 60 days to correct such failure.
4. Article 7: Indemnification is amended to exclude any claim or cause of action related to any act, error, omission, or breach of duty by County with respect to the use of the golf carts and utility vehicles.
5. County shall maintain insurance coverage to insure County's liability and the golf carts and utility vehicles in accordance with its Self-Insurance Program and provide to Contractor a letter from County's Risk Manager certifying such coverage.



MANATEE COUNTY ATTORNEY OFFICE
Division of Risk Management

ATTACHMENT "D"

Tedd N. Williams, County Attorney

Michael D. Terrell, Risk Manager

11/19/2008

Yamaha Golf Car Company
6555 Katella Ave.
Cypress Ca. 90630

This is to certify that the Board of County Commissioners of Manatee County, Florida is a qualified self insured for all liability claims and related expenses pursuant to the provisions of Florida Statute §768.28 which allows coverage to a maximum amount of \$100,000 per person/claim and \$200,000 per occurrence and Manatee County Ordinance 92-23. Additionally, this letter certifies that the Board of County Commissioners of Manatee County is a qualified self-insured for Workers Compensation in accordance with the requirements of Chapter §440.38 Florida Statutes.

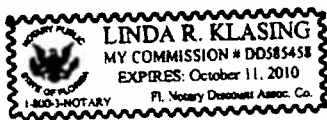
This certificate is in effect the following dates of November 20th 2008 to November 20th 2012.

Sincerely,

Michael D. Terrell
Safety, Claims and Risk Manager

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to and subscribed before me this 19th of November 2008, by Michael D. Terrell who is personally known to me.



Signature, Notary Public

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2008

PRODUCER
Aon Risk Insurance Services West, Inc.
fka Aon Risk Services, Inc. of S CA
1901 Main Street
Suite 300
Irvine CA 92614 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE: (949) 608-6300 FAX: (949) 608-6451

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Yamaha Motor Corporation, U.S.A
Yamaha Golf Car Company
1000 Georgia Highway 34 East
Newnan GA 30081 USA

INSURER A:	ACE American Insurance Company	22667
INSURER B:	Mitsui Sumitomo Insurance Co of America	20362
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PKG3001032	08/01/08	08/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLRC44482435	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 County of Manatee, a political subdivision of the State of Florida, shall be named Additional Insured (under the described General Liability policy only) only as respects liability arising out of operations/activities of Yamaha Golf Car Company.

CERTIFICATE HOLDER

County of Manatee, Florida
1112 Manatee Avenue West
Suite 969
Bradenton FL 34206 USA

CANCELLATION

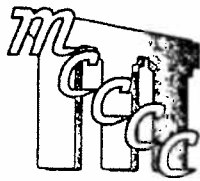
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570031917124



Manatee County

Clerk of the Circuit Court and Comptroller

R.B. Chips Shore

P.O. Box 25400 • Bradenton, Florida 34206 • (941) 749-1800 • FAX (941) 741-4082 • www.manateeclerk.com

December 17, 2008

TO: Yamaha Golf Car Company
1000 Hwy 34 East
Newman, GA 30265

FROM: Clerk of Circuit Court
Board Records Department
Nancy Harris *NJH*
P. O. Box 25400
Bradenton, FL 34206


**SUBJECT: RFP 08-3281BG – GOLF CARTS AND COURSE
UTILITY WORK VEHICLES**

Approved: In open session by the Board of County
Commissioners, Manatee County, Florida on
December 16, 2008.

cc: Board Records
Blair C. Getz/Purchasing
Cindy Turner/Parks & Rec
njh

MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

SUBJECT	Leased Golf Carts and Course Utility Work Vehicles	TYPE AGENDA ITEM	Consent
DATE REQUESTED	December 16, 2008	DATE SUBMITTED/REVISED	November 4, 2008
BRIEFINGS? Who?	N/A	CONSEQUENCES IF DEFERRED	Current lease expires 12/31/2008
DEPARTMENT/DIVISION	Financial Mgmt/Purchasing	AUTHORIZED BY TITLE	Jim Seuffert, Director
CONTACT PERSON TELEPHONE/EXTENSION	Blair C. Getz, Purchasing x3053 R.C. "Rob" Cuthbert, Purchasing x3014, Gary MacDougall x3270	PRESENTER/TITLE TELEPHONE/EXTENSION	Cindy Turner, Director, Parks and Recreation Department, x6001
ADMINISTRATIVE APPROVAL			

ACTION DESIRED

INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Authorization to award RFP #08-3281BG, to the top ranked firm, Yamaha Golf Car Company, Newman, Georgia and for the Chairman to execute an Agreement, and acceptance of the insurance certificates.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

Ordinance 08-43, Manatee County Purchasing Code, Section 2-26-42

BACKGROUND/DISCUSSION

- Negotiations were held on November 20, 2008. In the best interest of the County, it was concluded to award this contract to the top ranked firm, Yamaha Golf Car Company.
- The Parks and Recreation Department requires leased golf carts for use at the Manatee County Golf Course and Buffalo Creek Course. The current lease expires on December 31, 2008.
- Continued on page 2

APPROVED IN OPEN SESSION
DEC 16 2008

COUNTY ATTORNEY REVIEW

Check appropriate box

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's Initials: _____)
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)
<input checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input type="checkbox"/>	OTHER County Attorney review, if necessary, will be requested after negotiations have concluded

ATTACHMENTS: (List In order as attached)

INSTRUCTIONS TO BOARD RECORDS:

1. Agreement (2 copies)
2. Insurance Certificates (2)
3. Department Memo dated November 21, 2008

MA 12/18/08
Original to Board Records and Yamaha Golf Car Company, 1000 Hwy. 34 East, Newman, Georgia 30265. Signature page to Blair C. Getz/Purchasing and Cindy Turner/ Parks and Recreation Department.

COST: \$503,751.36

SOURCE (ACCT # & NAME):

4300013700-544000
4900013700-544000
Rents and Leases

COMMENTS: N/A

AMT./FREQ. OF RECURRING COSTS:
(ATTACH FISCAL IMPACT STATEMENT)

N/A

#7

- 10/9/08 – 10/22/08 Appropriate proposal procedures were followed. The Request For Proposal (RFP) was broadcast to three hundred and six (306) golf cart leasing firms; six (6) firms downloaded the RFP; two (2) firms submitted Proposals.
- The Selection Committee consisted of :

Gary MacDougal, Parks and Recreation Department
Buddy Keene, Parks and Recreation Department
Blair C. Getz, Financial Management Department
- The Selection Committee met via conference call on 10/28/08 to discuss the following two (2) received proposals: EZ GO, Yamaha Golf Car Company.
- The Selection Committee concluded that the difference between the EZ GO carts and the Yamaha Carts were so slight, and in no way affected the performance of either product.
- The Committee decided to have the two firms provide Oral Presentations to assist in the selection of the firm that would be in the best interest of the County.
- The Oral Presentation meeting was held November 4, 2008 with EZ GO presenting first and Yamaha second, in alphabetical order. The two firms were given 45 minutes each to present the reasons why their entity would be the best choice for the County Golf Courses. The two firms' specifications were very similar.
- The Committee met after the presentations. Due to equal factors, the final decision would be cost comparison. The Yamaha Proposal presented a cost difference of approximately \$116,677.00 over the life of the lease versus the EZ GO Proposal.
- The Selection Committee ranked the firms as follows for the purpose of Negotiating a contract with the top ranked firm:
 1. Yamaha Golf Car Company
 2. EZ GO
- Yamaha Golf Car Company was unanimously voted by the Selection Committee as the firm of choice to negotiate a lease to provide the carts for the period required.
- **The Golf Cart leasing programs are only available from the Golf Cart Manufacturers and not authorized through their franchised dealers. Therefore, there are no local or area providers of leased golf carts.**
- The lease Agreement will provide for the Lease of one hundred sixty two (162) golf carts and four (4) course utility work vehicles for a forty eight (48) month period for a total not to exceed \$503,751.36.
- 162 golf carts X 48 months X \$63.15 per cart = \$ 491,054.40
4 course utility vehicles X 48 month X \$66.13 per vehicle = \$12,696.96
- The above cost of \$503,751.36 is 100% recoverable through the cart rental charges.

MEMORANDUM



**Parks and Recreation
Department**
5502 33rd Ave Dr W
Bradenton, FL 34209
Creating Lifelong Memories

MANATEE COUNTY
FLORIDA

Phone: 941.742.5923
Fax: 941.742.5972
www.mymanatee.org

To: R.C. "Rob" Cuthbert, Purchasing Division Manager, Financial Management Department
From: Cindy Turner, Director, Parks and Recreation Department *Gary MacDougall FOR C.T.*
Date: November 21, 2008
Subject: Golf Cart Lease, RFP#08-3281BG

I have reviewed the successful negotiations with Yamaha Golf Car Company that took place on November 20, 2008 for the forty-eight (48) month lease of one hundred sixty-two (162) golf carts and four (4) utility vehicles. I concur, and in the best interest for Manatee County recommend that Purchasing should proceed with the lease agreements and bring forth the final agenda to the Board of County Commissioners for approval to accept delivery.

Should you have any further questions, please call me at extension 6001. Thank you.

c: Gary MacDougall, Golf Division Manager, Parks and Recreation Department
Blair C. Getz, Contract Negotiator, Financial Management, Purchasing Department

MANATEE COUNTY
NOV 25 AM 8:39
PURCHASING