



Procurement  
Property Control / Surplus

Joe Lauro, CPPO/PPB  
Director

INTEROFFICE MEMO

To: Joseph Lauro, Director of Purchasing  
From: Ruby McKenzie, CPPB, Procurement Analyst  
Subject: Award of Bid – Golf Cart and Utility Vehicle Lease  
Contract No. 067-0356-B(RM)  
Date: June 21, 2007

**RECOMMENDATION:** I RECOMMEND THE DIRECTOR OF PURCHASING AWARD THE BID FOR GOLF CART AND UTILITY VEHICLE LEASE WITH CLUB CAR, INC., ORLANDO, FLORIDA ON THE BASIS OF BEING THE LOWEST RESPONSIVE, RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. BIDS ARE ON FILE IN THE PURCHASING DEPARTMENT.

IT IS FURTHER RECOMMENDED THAT THE DIRECTOR OF PURCHASING BE AUTHORIZED TO SIGN THE LEASE AGREEMENT.

ESTIMATED ANNUAL EXPENDITURE NOT TO EXCEED: \$ 44,196.00

ESTIMATED THIRTY-SIX (36) MONTHS EXPENDITURE NOT TO EXCEED: \$132,588.00  
Funding is provided through Airport Operating Funds.

**DISCUSSION:** This is a thirty-six month contract for the lease of eighty (80) golf carts, two(2) standard utility carts and one (1) utility beverage cart for the Airco Golf Course (Airco). The total monthly lease payment is \$3,683.00. Airco is not selecting the optional golf cart maintenance fee. Airco golf staff will maintain the carts. A 20% discount off Manufacturer's Suggested List Price for any optional items that may be added at the time of the order, and for any other additional purchases will be honored for the full term of the contract.

Contract Period: 7/18/2007 THROUGH 7/17/2010  N/A – One Time Purchase

Renewal Options: Terms Length of  None  
Remaining Each Term  
1 36 Months

Increase Allowances: **Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, for the twelve (12) months prior to renewal, or 2.5%, whichever is less.**

APPROVED: *Joseph Lauro*  
JOSEPH LAURO, CPPB/CPPO  
Director of Purchasing

Date of Approval: 6/21/07

- Attachments: 1 Contract Review  
2 Lease Agreement  
3 Bid Tabulation  
4 Department Recommendation  
5 Corporate Identity

**McKenzie, Ruby M**

---

**From:** Thomas, Larry D  
**Sent:** Wednesday, June 20, 2007 2:55 PM  
**To:** McKenzie, Ruby M  
**Subject:** RE: GOLF CART LEASE AGREEMENTS

Thanks Ruby.

We "will" be opting out of the maintenance portion of the agreement as previously discussed. The golf staff can cover the small generic maintenance that is required to be performed on each cart on a monthly basis. The rest will be covered under the general warranty clause. If a cart is damaged through neglect or guest, the golf course will pay to have it repaired, as we are currently doing.

I've got Chris (Club Car Rep) coming out to the golf course tomorrow morning to discuss things. I'll make sure he understands those points during our discussion time.

Thanks for the update.

LT

---

**From:** McKenzie, Ruby M  
**Sent:** Wednesday, June 20, 2007 2:50 PM  
**To:** Thomas, Larry D  
**Cc:** Wallace, Michelle A; Hunter, Marian L  
**Subject:** GOLF CART LEASE AGREEMENTS

Hi Larry.

I received the Golf Cart Lease today. I notice on page 3 that it says CCI will provide preventative maintenance at \$12.50 per month per car for 36 months. Are you opting for the maintenance? It was my understanding that you didn't want it. Please advise.

I have attached a copy of the agreement for Michelle and Loretta to look over. Once they approve, I will walk it to each of them for their official stamp of approval. Please let me know if Legal and Risk are ok with the agreement.

ruby

Ruby M. McKenzie, CPPB  
Procurement Analyst

Pinellas County Purchasing Department  
Board of County Commissioners  
400 S. Ft. Harrison Avenue  
6th FL Annex  
Clearwater, FL 33756  
Phone: 727 464-3795  
Fax: 727 464-3925

e-mail: [rmmckenz@co.pinellas.fl.us](mailto:rmmckenz@co.pinellas.fl.us)

Florida has a very broad public records law.  
Your email communications may be subject to public disclosure.

6/20/2007

**LEASE AGREEMENT**  
between  
**PINELLAS COUNTY, FLORIDA**  
and  
**CLUB CAR, INC.**

This Lease Agreement ("**Agreement**") made this 21 day of June, 2007, by and between **Pinellas County a political subdivision of the State of Florida ("Pinellas County")** represented by its Board of Commissioners and **Club Car, Inc. ("CCI")**.

WHEREAS, Pinellas County, generally located at 400 South Fort Harrison Avenue, Sixth Floor, Clearwater, FL 33756 currently desires to lease certain new golf and utility vehicles (the "**Vehicles**"), as more particularly described in **Section E—Specifications of the Invitation to Bid**, in connection with the golf and other operations located at **Airco Golf Course, 13690 Stoney Drive, Clearwater, FL ("Airco Golf Course");** and

WHEREAS, CCI, located at 4125 Washington Road, Evans, GA 30809 desires and has agreed to provide the Vehicles, subject to the terms and conditions set forth in this Lease.

NOW, THEREFORE, for the consideration hereinafter expressed, Pinellas County and CCI agree as follows:

- 1) **Term and Termination:** The term of this Agreement is July 18, 2007 through July 17, 2010. Should either party be in material breach of any of its obligations or responsibilities under this Agreement and such breach is not remedied within thirty (30) days after receipt of written notice of default, then the non-defaulting party shall have the right to terminate this Agreement immediately by giving written notice of termination to the defaulting party.

If there is no material breach, either party hereto may terminate this Agreement at any time without cause and without penalty on thirty (30) days prior written notice by certified mail return receipt requested to the other party at its address set forth above or to such other address as such party may have designated in writing as the place to which any such notices shall be sent.

At the termination of this Agreement, the Vehicles shall be returned by Pinellas County to CCI at the same place where it received delivery in the same condition as when received by Pinellas County with ordinary wear and tear excepted.

2) **Products and Pricing:** CCI shall provide the products, options, and pricing as listed in **Section F** of the Bid Summary, with delivery of the listed vehicles being made on or before \_\_\_\_\_, 2007. The prices set forth in **Section F** of the Bid Summary are effective for the term of the Agreement. Under the terms of this Agreement, CCI products (golf cars, utility vehicles, and service parts) shall not be available for resale by Pinellas County.

3) **Leasing Terms/Rates:** All payments shall be made in accordance with the Florida Prompt Payment Act, F.S. Sec. 218.70, *et. seq.* and made payable to **Club Car Inc.**, at 75 Remittance Drive, Suite 1811, Chicago, IL 60675-1811, or as otherwise directed by CCI in writing, and shall not be deemed to have been made until actually received by CCI. Delinquent installments of rent shall bear interest at the rate allowable Florida Statute Sec. 218.70, *et. seq.* Notwithstanding anything herein contained to the contrary, in the event of a bona fide dispute by Pinellas County of any sums for which payment is claimed to be due, no interest shall be due on such disputed sums until such dispute is resolved, provided all undisputed sums shall have been paid.

CCI retains the right to obtain possession of the Vehicles covered by this Agreement for non-payment of the rent provided for in Section F of the Bid Summary or if user abuse beyond the ordinary wear and tear. CCI shall give Pinellas County written notice of non-payment and shall give Pinellas County thirty (30) days from date of receipt of written notice to cure the non-payment before exercising its rights. Should Pinellas County fail to cure non-payment within 30 days notice, Pinellas County shall deliver the Vehicles immediately to the nearest Club Car dealer, at its own expense.

Pinellas County and CCI agree that all applicable taxes shall be included in the lease amount which Pinellas County shall pay to CCI.

4) **Fiscal Non-Funding:** In the event sufficient budgeted funds are not available for a new fiscal period to continue this Agreement, Pinellas County shall notify CCI of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

5) **Title:** Title to the Vehicles shall at all times be and remain the sole and exclusive property of CCI.

6) **Use and Storage:** The Vehicles shall be used and operated at Airco Golf Course in a careful manner and in compliance with all applicable laws. The Vehicles shall not be removed from Airco Golf Course without CCI's prior written approval.

The Vehicles shall not be used or operated in a manner subjecting it to depreciation above the usual depreciation associated with normal use. Pinellas County shall be solely responsible for damage to the Vehicles from any accident, vandalism, user abuse, collision, fire or act of God.

Pinellas County agrees to safely store the Vehicles under roof and to properly secure same at night and such other times when not in use, and Pinellas County agrees to be responsible for such storage and safekeeping. If the Vehicles are electric vehicles, Pinellas County agrees that such storage shall include sufficient and adequate electrical charging outlets and watering facilities for the batteries, which are a part of the Vehicles. Pinellas County further agrees to be responsible for the cost of all electricity or fuel for or to the Vehicles.

- 7) **Warranty:** CCI warrants to Pinellas County that the Vehicles are free from defects in materials and workmanship subject to the terms and conditions contained in the Club Car Limited Lifetime Warranty, as attached.
- 8) **Maintenance Agreement:** CCI and/or its contractor shall provide preventative maintenance and the cost for same is \$12.50 per car per month for 36 months. The preventative maintenance responsibilities will be as outlined in the Golf Car Maintenance Agreement as attached. CCI and/or its contractor shall maintain workman's compensation coverage on any maintenance personnel provided hereunder in accordance with statutory limits. The Maintenance Agreement does not cover repairs due to collision, accidents, wrecks, vandalism, fire, user abuse/misuse or act of God. Washing, staging and storage are Pinellas County's responsibility.
- 9) **Indemnification:** CCI agrees to indemnify, hold harmless and defend Pinellas County, its officers, employees and agents from any and all liabilities, losses, costs, including court ordered attorney's fees, and expenses arising from a lawsuit, claim or other proceeding related to any defect or alleged defect in the vehicles which are the subject of this Agreement, provided the defect was caused by CCI, and further provided that:
  - a. Pinellas County shall give CCI prompt notice of any such lawsuit, claim or proceeding or any incident or accident involving a vehicle.
  - b. Pinellas County shall cooperate fully with CCI and its attorneys, insurance carriers, agents, experts and employees in the defense or investigation of any such lawsuit, claim or proceeding related to a vehicle.
- 10) **Insurance:** Pinellas County shall, at its sole cost and expense and throughout the term of this Agreement keep the Vehicles fully insured against loss, theft, damage, fire or other casualty. All insurance provided by Pinellas County hereunder shall protect, as their interest may appear, CCI and Pinellas County. CCI and Pinellas County each agree to provide the other with a certificate of insurance or Self-Insurance showing insurance coverage to be in full force and effect. Pinellas County agrees that the requirement in the Insurance and Indemnification Requirements of Section C of the Bid Summary that CCI waive subrogation rights for loss or damage against Pinellas County shall not be applicable for this agreement. Pinellas County shall be endorsed to the required policy or policies as an additional insured exclusive

of products/completed operations coverage, workers compensation and employers liability coverage.

- 11) **Force Majeure:** Neither party to this Agreement shall be liable for delay or failure to perform under this Agreement which results from any occurrence or event which could not have been reasonably avoided including, but not limited to, accident, action of the elements, acts of God, civil commotion, enemy action, epidemic, explosion, fire, flood, insurrection, strike, lockout or other labor trouble or shortage, natural catastrophe, riot, unavailability or shortage of material, equipment or transportation, war, act, demand or requirement of law or of the Government of the United States of America or any other competent governmental authority, or any other similar cause beyond such party's control, if the party in default makes reasonable efforts to remove or overcome the effects of such occurrence or event. If a party believes that any one or more of the above occurrences or events shall cause delay or prevent its performance hereunder, it shall promptly notify the other in writing of such fact.
- 12) **Notices:** All notices in connection with this Agreement shall be in writing and shall be sent by mail or overnight courier with proof of delivery to Pinellas County at:  
  
Pinellas County Board of County Commissioners  
400 South Fort Harrison Avenue  
Annex Building, 6<sup>th</sup> Floor  
Clearwater, FL 33756  
  
and to Club Car, Inc. at  
  
Club Car, Inc.  
4125 Washington Road  
Evans, GA 30907
- 13) **Assignment:** This Lease may not be assigned by CCI without the prior written consent of Pinellas County, which consent will not be unreasonably withheld.
- 14) **Severability:** The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such particular clause, term or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.
- 15) **Governing Law:** This Agreement shall be governed by the laws of the State of Florida.
- 16) **Audit:** CCI shall retain all records relating to the contract for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition,

Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2.

- 17) **Entire Agreement:** This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof, and cancels and supersedes all prior or contemporaneous agreements (including discounts), or understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be used in conjunction with any other rebates, discounts, or agreements made between CCI and a third party, written or implied, without the expressed written consent of CCI. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, this parties have duly executed this Lease as of the day and year first written above.

**Club Car, Inc.**

by: James P. Collins  
as its: VP Finance

(CORPORATE SEAL)

**Pinellas County, Florida**

by: Candy Mancuses  
as its: Asst Dir of Purchasing

RETURN TO FORM  
OFFICE OF COUNTY ATTORNEY

By: Michelle Wallace  
Attorney