City of Pensacola

City Council

Agenda Conference

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

April 6, 2026, 3:30 PM **Hagler-Mason Conference Room, 2nd Floor**

The meeting can be watched via live stream at cityofpensacola.com/video.

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. 26-325 APPROVAL OF 42-MONTH LEASE AGREEMENT WITH YAMAHA FOR OSCEOLA GOLF CARTS

Recommendation: That City Council approve the lease agreement between the City of Pensacola Parks and Recreation Department and Yamaha Golf-Car Company to lease golf carts for Osceola Golf Course. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Osceola Muni Yamaha Proposal (42 month)*
Contract between City and Yamaha - Osceola Golf Course

2. 26-421 APPROVAL OF DONATION AGREEMENT WITH THE PENSACOLA HERITAGE FOUNDATION, INC. - PLACEMENT OF ALEXANDER STODDART STATUE - BAYVIEW COMMUNITY RESOURCE CENTER

Recommendation: That City Council approve the donation agreement between the City of Pensacola and The Pensacola Heritage Foundation, Inc. for placement of the Alexander Stoddart Statue at Bayview Community Resource Center. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this donation agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Donation Agreement*
Background Information - Alexandar Stoddart

3. 26-422 APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH BILL BOND LEAGUE OF PENSACOLA

Recommendation: That City Council approve the lease agreement between the City of Pensacola Parks and Recreation Department and Bill Bond League of Pensacola, to lease the Roger Scott Baseball Field. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Youth Sports Organization Memorandum of Understanding*

REVIEW OF REGULAR AGENDA ITEMS

4. 26-329 DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 801 WEST AVERY STREET

Recommendation: That City Council declare the real property located at 801 West Avery Street to be surplus property available for disposal and authorize the Mayor to identify a transferee of the property through direct negotiation. Also, that City Council authorize the Mayor to take all actions necessary to execute and administer the foregoing acts consistent with the Mayor's executive powers as granted by the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *ESCPA - 801 W AVERY ST 32501*
ESCPA - 801 W AVERY ST Map

5. 26-252 RESOLUTION NO. 2026-10 - REMOVING 801 WEST AVERY STREET FROM THE PENSACOLA INNER CITY COMMUNITY REDEVELOPMENT AREA

Recommendation: That City Council adopt Resolution No. 2026-10.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; DECLARING IT NECESSARY OR DESIREABLE TO AMEND THE PENSACOLA INNER CITY COMMUNITY REDEVELOPMENT AREA PURSUANT TO SECTION 163.361 FLORIDA STATUTES; REMOVING 801 W. AVERY STREET FROM THE PENSACOLA INNER CITY COMMUNITY REDEVELOPEMENT AREA

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No. 2026-10*
Resolution No. 54-80

ESCPA - 801 W AVERY ST 32501

6. 26-253 APPROVAL OF LAND DONATION AGREEMENT WITH COMMUNITY HEALTH NORTHWEST FLORIDA FOUNDATION, INC. - 801 WEST AVERY STREET

Recommendation: That City Council approve the Land Donation Agreement with the Community Health Northwest Florida Foundation, Inc., for the donation of certain real property located at 801 West Avery Street, Pensacola, Florida to be used for medical or dental services. Further, that City Council authorize the Mayor to take actions necessary to execute and administer this Agreement consistent with the terms of the Agreement and the Mayor's executive powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Land Donation Agreement - 801 W. Avery*
ESCPA - 801 W AVERY ST 32501

7. 26-453 RESOLUTION NO. 2026-15 — JOINT SESSION BETWEEN THE PENSACOLA CITY COUNCIL, PENSACOLA MAYOR AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Recommendation: That City Council adopt Resolution No. 2026-15:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, PRESCRIBING THE DATE, TIME AND LOCATION TO CONDUCT A JOINT SESSION OF THE PENSACOLA CITY COUNCIL, PENSACOLA MAYOR AND ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS.

Sponsors: Allison Patton, Council President

Attachments: *Resolution No. 2026-15*

8. 26-445 PROPOSED ORDINANCE NO. 05-26 — REPEALING SECTION 4-3-66, CORRUGATED CARDBOARD, OF THE CODE OF THE CITY OF PENSACOLA

Recommendation: That City Council approve Proposed Ordinance No. 05-26 on first reading:

AN ORDINANCE REPEALING SECTION 4-3-66, CORRUGATED CARDBOARD OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Charles Bare, Council Member

Attachments: *Proposed Ordinance No. 05-26*

CONSIDERATION OF ANY ADD-ON ITEMS

DISCUSSION ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-325 | Agenda Conference | 4/6/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF 42-MONTH LEASE AGREEMENT WITH YAMAHA FOR OSCEOLA GOLF CARTS

RECOMMENDATION:

That City Council approve the lease agreement between the City of Pensacola Parks and Recreation Department and Yamaha Golf-Car Company to lease golf carts for Osceola Golf Course. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #6: Public Spaces that Connect Communities and #7: Thriving Innovation and Businesses.

The City of Pensacola Parks and Recreation Department and Yamaha Golf-Car Company are seeking approval from the City Council to enter into a lease agreement that allows Yamaha Golf-Car Company to give access to the City to utilize the golf carts. Osceola leases golf carts to provide all players with access to facilities for enjoyment. Leasing carts reduces upfront capital while providing maintenance support, which allows courses to manage expenses. The City of Pensacola agrees to pay Yamaha Golf-Car Company $6,484.00 (six thousand four hundred eighty-four dollars) a month for the golf carts and GPS tracking devices. The contract term is 42 months.

PRIOR ACTION:

N/A

FUNDING:

120.570.0300.069000.9357.000000 Golf Course Fund - Operating Budget

FINANCIAL IMPACT:

The City agrees to pay Yamaha $6,484 per month for 42 months.
$6,484 per month x 42 months = $272,328
$45,388 in FY26 (7 months, March 2026-September 2026)
$155,616 in FY27 & FY28 (24 months, October 2026-September 2028)
$71,324 in FY29 (11 months, October 2028-August 2029)

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

2/20/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Tonya Byrd, Parks and Recreation Director

ATTACHMENTS:

1. Osceola Muni Yamaha Proposal (42 month)
2. Contract between City and Yamaha - Osceola Golf Course

PRESENTATION: No

YAMAHA

Golf Car

PROPOSAL EXPRESSLY PREPARED FOR

PLAY PENSACOLA PARKS & RECREATION

Osceola Golf Course

Sourcewell

Awarded Contract

Contract # 091024-YGC

PROUDLY PRESENTED BY

Jeff Jungers - District Sales Manager

DRIVE2

2/21/2026 Rev. 3

Mr. Ryan Maddox - PGA / General Manager
Osceola Golf Course (City of Pensacola)
300 Tonawanda Dr.
Pensacola, FL 32506

On behalf of the entire team at Yamaha Golf-Car Company, I would like to express my most sincere gratitude for the opportunity to submit this proposal for a new fleet of Yamaha golf cars at Osceola Golf Course. Consistently ranked among the most beloved and recognized brands in the world, Yamaha prides itself on providing superior engineering and efficiency in its vehicles, and our quality and image align seamlessly with that of your fine facility. We simply believe Yamaha will be the easiest and best decision you ever make.

Since the launch of 'The Drive' model golf car in late 2006, Yamaha has been on a steady climb to the top of the industry, gaining more than 15% market share over that span. The legacy and growth continues with the Drive^2 and UMAX, evolutions which maintained all the popular features of previous models while enhancing golfer comfort and connectivity and lowering the cost of ownership for your facility.

- Industry - Leading Factory Direct Fleet Service
- Classy Body Styling & Premium Accessories
- Ergonomic Engineering that Emphasizes Player Comfort and Functionality
- Lowest-Maintenance and Cost of Ownership Golf Car in the Industry

Our primary goal at Yamaha is to look out for the best interests of your Club while maintaining your out-of-pocket maintenance costs and eliminating down time. I want to emphasize how confident we are you and your members' needs and expectations will be met and far exceeded with our world class vehicles and the personal touch of excellence from our Industry-Leading Service.

In closing, please know that Yamaha is not only committed to earning your trust and your business on this deal, but building a long-term partnership as your golf car and utility fleet provider for years to come.

Most sincere regards,

Jeff Jungers
District Sales Manager
(404) 819-0858
Jeff.Jungers@Yamaha-motor.com

The Yamaha Story

OUR CARS

The best fleet and utility cars in the industry and the only company with four fleet options:

Drive^2 PowerTech AC Lithium

Drive^2 AC Electric (Lithium battery option available)

Drive^2 EFI, Golf Digest Editors' Choice Award for Best Gas Golf Car

Drive^2 QuieTech EFI, an Industry First

OUR STATS

3,450+ Courses have switched to Yamaha in the past 15 years

1 Rated in Satisfaction, Customer Support, and Reliability *

97% Brand Loyalty **

94% Customer Retention Rate

OUR AFFORDABLE GPS SOLUTION

Track and control your fleet.

Drive Profits. Reduce Costs.

Work Smarter.

* Golf Car Attitudes and Perceptions Research Study Published by NGF, 2015.

** Golf Car Fleet Study Published by Golf DataTech, LLC., 2015.

YGC funded the research studies conducted by NGF and Golf DataTech, LLC.

Company Profile

Yamaha Golf-Car Company (YGC) is a for-profit subsidiary of Yamaha Motor Corporation, USA. We are an American company with nearly 1,700 American employees between our factory in Newnan, GA and our Southeastern Headquarters in Kennesaw, GA.

For more information, please visit us on the web at:

www.yamahagolfcar.com

Our Team

President: Stephen Donnell

Division Manager, Direct Sales: Craig Sanford

District Sales Manager: Jeff Jungers

Inside Sales Manager: Jacob Pratt

Factory Service Provider: Bill Molitorisz

Manufacturing Facility

Yamaha Motor Manufacturing Corporation

1000 GA Hwy. 34 East

Newnan, GA 30265

Corporate Headquarters

Yamaha Golf-Car Company

1270 Chastain Rd. NW

Kennesaw, GA 30144

Parent Corporation

Yamaha Motor Corporation U.S.A. (YMUS)

1270 Chastain Rd. NW

Kennesaw, GA 30144

Captive Finance Company

Yamaha Motor Finance Corporation (YMFUS)

6555 Katella Ave.

Cypress, CA 90630

FINANCIAL SERVICES

Celebrating 25 Years in 2018!

Our Partners

Official Golf Car:

Affiliate Member:

Silver Sponsor:

Member:

Section Sponsor:

Alabama - NW Florida Section, PGA
Carolinas Section, PGA
Georgia Section, PGA
Gulf States Section, PGA
New England Section, PGA
North Texas Section, PGA
Northern California Section, PGA
Southern California Section, PGA
South Central Section, PGA
South Florida Section, PGA
South Texas Section, PGA
Tennessee Section, PGA

Great Incentives When You **Convert or Renew** Your Golf Car Fleet

Yamaha is the "Official Golf Car Partner" of the National Golf Course Owners Association.
NGCOA members receive valuable incentives, including rebates, on Yamaha's golf car and utility vehicle purchases and leases.

You'll appreciate Yamaha's technical **innovation and advancements**—including the YamaTrack GPS fleet management utility—and will find satisfaction and value in Yamaha's **superior customer service**.

ALREADY AN NGCOA MEMBER?

- **Convert** your fleet to Yamaha golf cars and receive a $50 rebate per golf car*

OR

- **Renew** your current Yamaha contract and receive one FREE registration for NGCOA's Golf Business Conference—an $800 value

NOT YET AN NGCOA MEMBER?

- **Convert** your fleet to Yamaha golf cars and receive one year of NGCOA membership FREE, and one FREE registration for NGCOA's Golf Business Conference—a combined $1,250+ value

OR

- **Renew** your current Yamaha contract and receive one year of NGCOA membership FREE— a $450+ value

Learn more about the benefits of membership at www.ngcoa.org/membership/join,
and contact Sherea Malcolm, Assistant Director of Membership, at smalcolm@ngcoa.org or 302-399-1652 with any questions.

NGCOA members who **joined prior to 03/31/18** receive the rebate payment following the **Yamaha contract date**.
After 04/01/18, new NGCOA members joining with a **1-year membership** receive the rebate payment following their **2nd year renewal**.
After 04/01/18, new NGCOA members joining with a **2-year membership** receive the rebate payment following the **Yamaha contract date**.
*Rebates are processed quarterly.

Yamaha Golf-Car Company / NGCOA Rebate Request Form

Course Name		
Course Address		
Course City	Course State	Course Zip Code

Contact Name	Contact Phone Number
Contact Email Address	

Is your golf course a current NGCOA Member? ☐ Yes ☐ No
If not— you must join the NGCOA for 2 years in order to receive a rebate. *Learn more about the benefits of membership at www.ngcoa.org/membership/join, and contact Barbara Searle, Associate Director of Membership, at bsearle@ngcoa.org or 843-830-1970 with any questions.*

Fleet Delivery Date	Number of New Cars
Previous Brand/Model	Number of Previous Cars

Why did you choose Yamaha?

Did the rebate impact your decision?

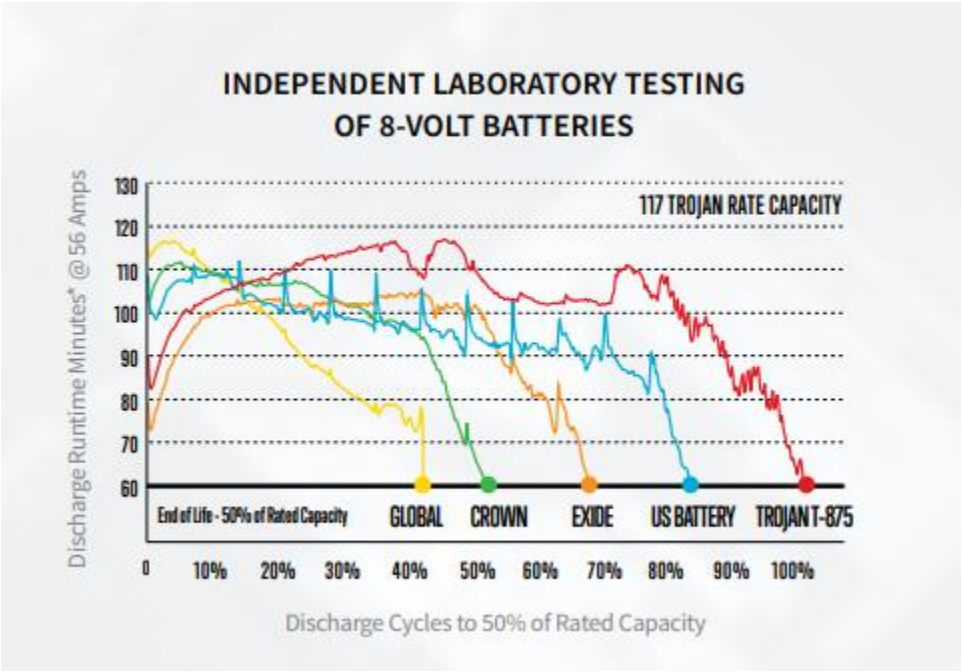
Please submit this ***completed*** Rebate Form to: amy_austin@yamaha-motor.com

Superior Battery Performance

Yamaha uses only the industry-best Trojan T-875 Deep Cycle 8-Volt batteries. When you are an industry leader, exaggerated competitor claims are common, but Trojan Battery Company believes that the proof is in the performance. Trojan is the only battery company that provides sustained capacity over the life of the battery and is the only company to meet their published capacity rating during independent testing. When choosing your electric fleet batteries, three important questions come to mind:

1. Will the battery perform?
2. Will the battery last?
3. Will the battery be reliable over time?

Yamaha is committed to providing you with the battery configuration that answers, “Yes” to all of these important questions. It’s simple, really - we took the best battery and put it in the best golf car.



*Based on the averaging of two completed separate tests on two batteries for each brand.

4-Year Limited Warranty for Drive^2 Golf Car

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE^2 Gas or DRIVE^2 Electric Fleet golf car purchased from Yamaha, or an Authorized Dealer or Distributor 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 service technician, dealer, or distributor 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.

Car Components	Warranty Period
Frame	Limited Lifetime to Original Owner
Transaxle	4 Years
Steering / Suspension Components	4 Years
Brakes (Excluding Shoes / Pads)	4 Years
Sun Top	4 Years
Electrical Wires, Switches, and Relays	3 Years
Pedal Assy	3 Years
Body Parts	3 Years
Bumpers / Bag Carrier	3 Years
Seats	2 Years
Scorecard Holder	2 Years
Floor Mats	2 Years
Common Accessories	**Warranty Period**
Genuine Yamaha Fleet Accessories	3 years* **Refer to the Accessory Warranty Statement for details*

Electric Car Specific Parts	Warranty Period
Battery - Trojan T875 FLA	4 Years or 23,500 amp hours whichever comes first / **without** HydroLink Watering System 4 Years or 25,000 amp hours whichever comes first / **with** HydroLink Watering System **See Trojan Warranty Statement for details*
Battery - Trojan T875 AGM	5 Years or 50,000 amp hours whichever comes first **See Trojan Warranty Statement for details*
RoyPow® Lithium-Ion Battery	5 Years or 97,000 amp hours whichever comes first **See RoyPow Battery Warranty Statement for details*
Battery Charger and Cord	4 Years
Electric Motor and Controller	4 Years
Charger Receptacle	4 Years
Throttle Position Sensor	2 Years
Gas Car Specific Parts	**Warranty Period**
Gas Engine	4 Years
Starter Generator	4 Years
Exhaust / Intake	4 Years
Clutch (Excluding Drive Belt)	4 Years
Throttle / Control Cables	3 Years
Starting Battery	1 Year
All Remaining Parts	**1 Year**

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, 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 are also excluded from this warranty. Gasoline-powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

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

- Operate and Maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's manual, and
- Give notice to an authorized Yamaha Golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business, and
- Transport the car to and from an authorized dealer or distributor for warranty service.

WARRANTY TRANSFER: To transfer the warranty from the original purchaser to any subsequent purchaser(s), it is imperative that the vehicle be inspected and registered for warranty by an authorized Yamaha Golf Car dealer. In order for this warranty to remain in effect, this inspection and registration must take place within ten (10) days after transfer of ownership to the subsequent purchaser. A reasonable dealer-imposed fee may be charged for this inspection.

EMISSION CONTROL SYSTEM WARRANTY (USA only): Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by this warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/ or lack of proper maintenance are not covered by this warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness 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 is 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 give you specific legal rights, and you may also have other rights, which vary from state to state.

EFFECTIVE DATE: 10/01/21

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ (Initial)

2-Year Limited Warranty for Transportation and Utility Vehicles

Yamaha Golf-Car Company hereby warrants that any new Yamaha utility vehicle or any multi passenger cars or specialty vehicles purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for TWO years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor 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.

Car Components	Warranty Period
Brake System (Excluding Shoes / Drums)	2 Years
Body Parts	2 Years
Bumpers / Rear Floor Cover (Bag Well)	2 Years
Electrical Wires, Switches, and Relays	2 Years
Frame Assy	2 Years
Floor Mats	2 Years
Pedal Assy	2 Years
Scorecard Holder	2 Years
Seats	2 Years
Steering / Suspension Components	2 Years
Transaxle / Transmission	2 Years
Common Accessories	**Warranty Period**
Windshield	3 years
Sun Top	2 Years
Tail Light	2 Years

Electric Car Specific Parts	Warranty Period
Battery - Trojan T105 FLA	4 Years or 20,000 amp hours whichever comes first / **without** HydroLink Watering System 4 Years or 21,500 amp hours whichever comes first / **with** HydroLink Watering System **See Trojan Warranty Statement for details*
Battery - Trojan T875 AGM	5 Years or 50,000 amp hours whichever comes first **See Trojan Warranty Statement for details*
RoyPow® Lithium-Ion Battery	5 Years or 97,000 amp hours whichever comes first **See RoyPow Battery Warranty Statement for details*
Battery Charger and DC Cord	2 Years
Electric Motor and MCU	2 Years
Charger Receptacle	2 Years
Throttle Sensor Assy	2 Years
Gas Car Specific Parts	**Warranty Period**
Clutch (Excluding Drive Belt)	2 Years
Intake and/or Exhaust System	2 Years
Gas Engine	2 Years
Starter Generator	2 Years
Startng Battery	1 Year
Throttle / Control Cables	2 Years
All Remaining Parts	**1 Year**

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, 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 are also excluded from this warranty. Gasoline-powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty .

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

- Operate and Maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's manual, and
- Give notice to an authorized Yamaha Golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business, and
- Transport the car to and from an authorized dealer or distributor for warranty service.

WARRANTY TRANSFER: To transfer the warranty from the original purchaser to any subsequent purchaser(s), it is imperative that the vehicle be inspected and registered for warranty by an authorized Yamaha Golf Car dealer. In order for this warranty to remain in effect, this inspection and registration must take place within ten (10) days after transfer of ownership to the subsequent purchaser. A reasonable dealer-imposed fee may be charged for this inspection.

EMISSION CONTROL SYSTEM WARRANTY (USA only): Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by this warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/ or lack of proper maintenance are not covered by this warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness 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 is 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 give you specific legal rights, and you may also have other rights, which vary from state to state.

EFFECTIVE DATE: 01/01/24

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ (Initial)

4-Year Limited Warranty for Trojan® Brand Batteries When Charged with a Yamaha Provided 48-Volt Charger

Yamaha Golf-Car Company (herein referred to as "YGC") hereby warrants to the Original Retail Purchaser or Lessee of a Yamaha Drive2 Golf car, PTV, Multi passenger, or Utility car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States, that the Trojan® brand batteries charged with a Yamaha provided battery charger will be free from defects in materials and workmanship, and will provide "36-hole performance" as follows:

- 4-years or 20,000 amp-hours with T-105 FLA.
- 4-years or 21,500 amp-hours with T-105 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 4-years or 23,500 amp-hours with T-875 FLA.
- 4-years or 25,000 amp-hours with T-875 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 5-years or 50,000 amp-hours with T-875 AGM.

WARRANTY LIMITATIONS

Yamaha Golf-Car Company's and Trojan Battery Company's limit of 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, at no cost to the purchaser during the limited warranty period, except for labor or transportation expenses. The following conditions apply.

- Amp-hours will be determined either through the PC Genius controller or through other means necessary in the event of a controller failure or replacement.
- This warranty only applies to factory installed Trojan battery sets charged with a Yamaha provided battery charger.
- The customer must perform (or have a contracted Yamaha 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. Maintenance records must be kept.
- YGC supplied or approved replacement batteries may be of a different brand or capacity, but are warranted to provide 36-hole performance for the remainder of the original warranty term.
- "36-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 Dealer within 10 days that a vehicle has failed to make 36 holes per day. YGC reserves the right to test and recharge any battery 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 WARRANTY.

LIMITED WARRANTY EXCLUSIONS:

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, YGC 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 IF BATTERIES ARE SUBJECTED TO ANY OF THE FOLLOWING CONDITIONS:

- 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. For example, lack of regular battery watering or adding water to battery before charging.
- 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)
- Battery charged by systems other than the original equipment type battery charger.
- On fleet golf cars, the use of any non-YAMAHA supplied electrical devices that consume more than one amp-hour per round or two amp-hours per day of battery energy. Examples of these devices include, but are not limited to: heating or cooling systems; GPS (global position system) devices; information gathering devices; lights; radios or stereos; or yardage measuring devices.
- Less than one charger per car or inadequate facility electrical power to power all chargers. Examples include more than one charger on a single circuit, circuit rating of less than 15 amps, or not enough circuits for the number of cars.
- In fleet applications, less than one battery charger per vehicle. For example, using only 10 battery chargers to charge a 15 car fleet.
- The use of any system that does not allow the battery chargers to shut off automatically. For example, timer systems that are designed to switch battery charger AC power on and off during peak demand hours.
- 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 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 limitations on how long implied warranty lasts, so the above limitation may not apply to you. Also excluded from this Warranty is 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 give you specific legal rights, and you may also have other rights, which vary from state to state.

EFFECTIVE DATE: 07/01/20

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ (Initial)

Service Details

Yamaha Golf-Car Company's factory-supported service is the clear leader in the industry. Factory-supported dealers' and technicians' vehicles are fully equipped with the parts and tools necessary to provide on-site repairs and get your golf car back out on the course in the event that it should become disabled. Our service providers are trained extensively on the mechanical aspects of Yamaha golf cars and are routinely re-trained throughout the course of their tenure. The timely response and attentive manner of our service providers are two key factors in the success and customer satisfaction that we have been able to achieve at Yamaha.

The service provider for Osceola Golf Course will continue to be Bill Molitorisz (Pensacola based). Bill has been with Yamaha for many years and has received countless positive reviews from the customers they service. Their goal is to be your partner and look out for the best interests of your fleet and your Club, while minimizing your down time. **Bill will continue to provide service visits monthly and as needed visits with the use of the SOS operating system within the 4 year warranty period.**

Please refer to your owner's manual for maintenance requirements and recommended service intervals. For further reference, a quick service check guide is included on the following page with tips to ensure your fleet runs as expected.

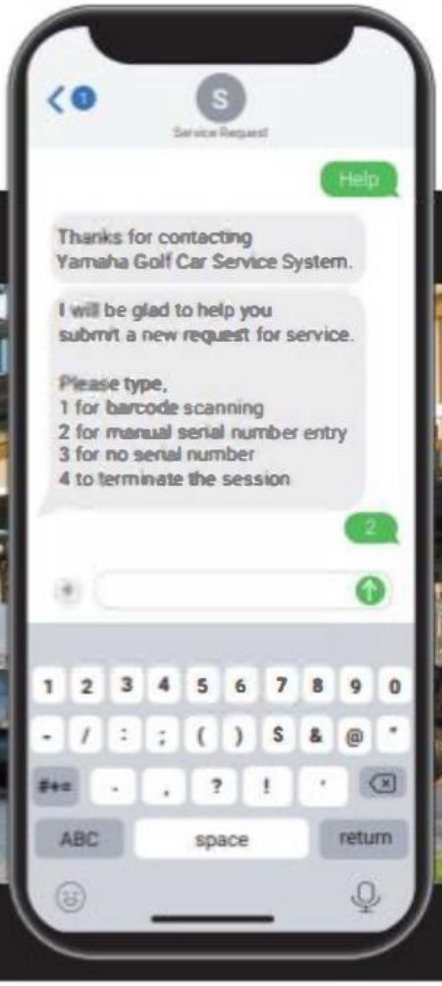
Bill Molitorisz– Factory Service Technician

(404) 472-4362 & Bill_Molitorisz@Yamaha-Motor.com

YAMAHA
Golf Car

IT'S SO EASY

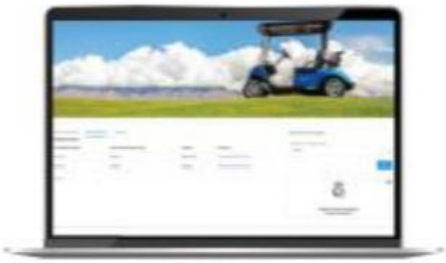
THE SERVICE OPERATIONS SYSTEM FROM YAMAHA



REQUEST | PLAN | TRACK from any device

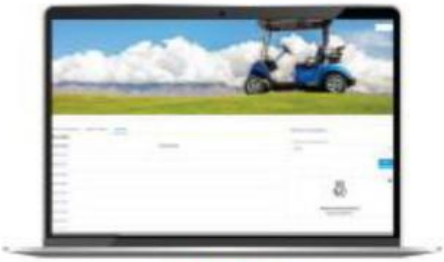
REQUEST

Request repairs quickly and easily from home, the office, the course, or the cart barn.



PLAN

Plan for scheduled maintenance with less hassle.



TRACK

Track the status of every car throughout the entire service cycle for more profit potential and peace of mind.

YAMAHA
Revs Your Heart

YamahaGolfCar.com | (866) 747-4027

Equipment Maintenance Schedule

While Yamaha Golf-Car Company maintains a network of reliable service providers that are willing and able to assist you at any time, the following are best practices that will ensure that your golf car fleet stays in optimum working condition, cutting down on the need of service assistance:

Daily Safety Checklist:

- Visually inspect all equipment for damage. Be sure all nuts, bolts, and screws are tight.
- Insure that all warning and instruction labels are on equipment and in good condition.
- Check equipment for proper and safe operation.
- Maintain a proper tire pressure of 18 psi for gas cars, and 22 psi for electric cars.
- Check drive unit, transmission, engine, and fuel system (gasoline equipment) for leaks.

Daily Performance Inspection:

- *Forward/Reverse Switch:* Check for proper operation.
- *Brakes:* Be sure brakes function properly.
- *Parking Brake:* When latched, the parking brake should lock the wheels and hold the vehicle stationary.
- *Reverse Buzzer:* The reverse buzzer will sound as a warning when the forward/reverse handle or switch is in the reverse position.

Daily Maintenance:

- Remove trash from bag well, floorboard, dash compartment, and drink holders.
- Wash exterior of equipment, including seats and bag well. Do not pressure wash.
- Wash engine compartment. Avoid all electrical components and connections. Do not pressure wash.
- Keep equipment clean with damp cloth.
- Change or repair flat tires.
- *Fuel:* Check fuel level.
- *Engine:* Check for proper engine oil level.
- *Battery:* Check battery post; wires should be tight and free of corrosion, and battery should be fully charged.

Monthly Maintenance:

- *Engine:* Check engine cooling air intake; clean if necessary. Visually inspect the unshrouded area around the engine exhaust for grass and debris; clean if necessary.
- *Tires:* Check air pressure and adjust as necessary.

I have read and understand the above Equipment Maintenance Schedule _____ (Initial)

Terms and Conditions for Returning Vehicles or Trades

Sole Responsibility, if applicable:

Osceola Golf Course agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

1.) All cars must be free of all liens and encumbrances.

2.) All cars must be capable of running at least nine (9) holes of golf.

3.) All cars must be the same quantity and year model as originally evaluated.

4.) All cars must be clean, and free of trash, scorecards, pencils, tees, etc.

5.) All cars must have a working charger.

6.) All cars must have four (4) serviceable tires that retain proper air pressure.

7.) All cars must steer properly in all directions.

8.) All batteries must be free of corrosion, and properly filled with water.

Furthermore, Osceola Golf Course understands and agrees to further charges being assessed if the below conditions are found upon Yamaha Golf-Car Company's inspection of the returned cars:

1.) Severely damaged or missing chargers

2.) Inoperable cars

3.) Minor damage (damage to bodies, bumpers, or seats)

4.) Major damage (frame damage, wrecked cars, etc.)

I have read and agree to the above terms and conditions for returning vehicles and/or trades

_____ *(Initial)*

Proposal Details and Acceptance

ADDITIONAL BENEFITS:

- Factory Fleet Direct Service will support course service needs on an as-needed basis.
- Delivery - Mid February with the 1st payment due on 4/1/26
- The Month of March will not require a payment to Yamaha.

- Yamaha is the awarded of choice for SOURCEWELL (#091024-YGC)
- The city of Pensacola is an active member of SOURCEWELL (#2378)

- The county/course will have the ability to purchase the exiting Utility units cars for the following amounts:

2023 Yamaha UMAX Bistro:	$8,150.00
2023 Yamaha UMAX Range Unit:	$6,000.00
2023 Yamaha UMAX Unit:	$4,100.00

- Early Roll Option:

  Upon entering into the last year of the lease with Yamaha Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will grant customer the option of rolling into a new fleet of Yamaha golf cars. The new agreement must be with Yamaha Commercial Customer Finance and will be subject to their credit approval process. The new payment will be based upon current fleet condition, product pricing, and interest rates at that time.

Sourcewell
Awarded Contract
Contract # 091024-YGC

YAMAHA
Golf Car

Proposal Details and Acceptance
Fleet Vehicle Pricing
Quote:20019834

Leasing Quote No:P-227192

Model Description	Installed Accessories	Qty	Terms	
2026 FLEET AC	• GLACIER • BATTERY GAUGE • DECALS • USB L AC • SELF ADHESIVE INFO HOLDER • CLUB COVER BLACK • FUSIONFIT INFO CARD 2.0 • Standard Seat Option • DOMESTIC GOLF CAR SUNTOP • SAND BOTTLE KIT NO HANDLE • SAND BOTTLE KIT NO HANDLE • WHEEL COVER, SILVER, BULK • CLEAR HINGED WINDSHIELD ASSY	60	Term: Starting: Payment per unit: Total Payment: Total # of Payments:	42 Months 4/1/2026 $95.00 $5,700.00 42

Payment Schedule:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026			X	X	X	X	X	X	X	X	X	X
2027	X	X	X	X	X	X	X	X	X	X	X	X
2028	X	X	X	X	X	X	X	X	X	X	X	X
2029	X	X	X	X	X	X	X	X				

Payment X No Payment **blank**

ADDITIONAL TERMS:

All prices listed above are subject to change without notice.
This Lease Quote is valid for 30 days from quote date.

This quotation is valid for Twenty One (21) days from quote date and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties. The proceeding quotation does not include applicable taxes, insurance or service and is subject to final approval of Yamaha Commercial Leasing & Finance and Yamaha Golf Car Company. Additional contracts to follow.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by:_____Date: _____
OSCEOLA GOLF COURSE

Accepted by: Jeff Jungers Date: 2/21/2026
Yamaha District Manager

Section 4 Pricing and Leasing Information

YAMAHA
Golf Car

Proposal Details and Acceptance
Fleet Vehicle Pricing
Quote:20019834

Leasing Quote No:P-227193

Model Description	Installed Accessories	Qty	Terms	
2026 UMAX 2 EFI	• GREEN METALLIC • BED MAT KIT • REAR ARM SKID PLATE KIT • UNIVERSAL PICKER ADAPTOR • UMAX RANGE CAGE, EAGLE METAL	1	Term: Starting: Payment per unit: Total Payment: Total # of Payments:	42 Months 4/1/2026 $279.00 $279.00 42

Payment Schedule:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026				X	X	X	X	X	X	X	X	X
2027	X	X	X	X	X	X	X	X	X	X	X	X
2028	X	X	X	X	X	X	X	X	X	X	X	X
2029	X	X	X	X	X	X	X	X	X			

Payment X No Payment **blank**

ADDITIONAL TERMS:

All prices listed above are subject to change without notice.
This Lease Quote is valid for 30 days from quote date.

This quotation is valid for Twenty One (21) days from quote date and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties. The proceeding quotation does not include applicable taxes, insurance or service and is subject to final approval of Yamaha Commercial Leasing & Finance and Yamaha Golf Car Company. Additional contracts to follow.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by:_____Date: _____
City of Pensacola - Osceola Golf Course

Accepted by: Jeff Jungers Date: 02/21/2026
Yamaha District Manager

Section 4 Pricing and Leasing Information

YAMAHA
Golf Car

Proposal Details and Acceptance
Fleet Vehicle Pricing
Quote:20019834

Leasing Quote No:P-227194

Model Description	Installed Accessories	Qty	Terms	
2026 UMAX 2 EFI	• GREEN METALLIC • UMAX SPRT FR BRGRD W/HDLT PROT • UMAX 2 SUN TOP KIT • BED MAT KIT • REAR ARM SKID PLATE KIT • UMAX CLEAR HINGED	1	Term: Starting: Payment per unit: Total Payment: Total # of Payments:	42 Months 4/1/2026 $200.50 $200.50 42

Payment Schedule:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026				X	X	X	X	X	X	X	X	X
2027	X	X	X	X	X	X	X	X	X	X	X	X
2028	X	X	X	X	X	X	X	X	X	X	X	X
2029	X	X	X	X	X	X	X	X	X			

Payment X No Payment **blank**

ADDITIONAL TERMS:

All prices listed above are subject to change without notice.
This Lease Quote is valid for 30 days from quote date.

This quotation is valid for Twenty One (21) days from quote date and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties. The proceeding quotation does not include applicable taxes, insurance or service and is subject to final approval of Yamaha Commercial Leasing & Finance and Yamaha Golf Car Company. Additional contracts to follow.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by:_____Date: _____
City of Pensacola - Osceola Golf Course

Accepted by: Jeff Jungers Date: 02/21/2026
Yamaha District Manager

Section 4 Pricing and Leasing Information

YAMAHA
Golf Car

Proposal Details and Acceptance
Fleet Vehicle Pricing
Quote:20019834

Leasing Quote No:P-227195

Model Description	Installed Accessories	Qty	Terms	
2026 UMAX BISTRO	• CORAL RED • UMAX SPRT FR BRGRD W/HDLT PROT • UMAX 2 SUN TOP KIT • REAR ARM SKID PLATE KIT • UMAX CLEAR ONE-PIECE	1	Term: Starting: Payment per unit: Total Payment: Total # of Payments:	42 Months 4/1/2026 $305.00 $305.00 42

Payment Schedule:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026				X	X	X	X	X	X	X	X	X
2027	X	X	X	X	X	X	X	X	X	X	X	X
2028	X	X	X	X	X	X	X	X	X	X	X	X
2029	X	X	X	X	X	X	X	X	X			

Payment X No Payment **blank**

ADDITIONAL TERMS:

All prices listed above are subject to change without notice.
This Lease Quote is valid for 30 days from quote date.

This quotation is valid for Twenty One (21) days from quote date and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties. The proceeding quotation does not include applicable taxes, insurance or service and is subject to final approval of Yamaha Commercial Leasing & Finance and Yamaha Golf Car Company. Additional contracts to follow.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by:_____Date: _____
City of Pensacola - Osceola Golf Course

Accepted by: Jeff Jungers Date: 02/21/2026
Yamaha District Manager

Section 4 Pricing and Leasing Information

CONTRACT BETWEEN CITY OF PENSACOLA AND YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
BASED UPON SOURCEWELL REQUEST FOR PROPOSALS #091024

THIS CONTRACT ("Contract") is made this ___ day of _____, 2026, (**"Effective Date"**) by and between the City of Pensacola (**"City"**), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 West Main Street, Pensacola, Florida 32502, and Yamaha Motor Finance Corporation, U.S.A., (**"Contractor"**), a foreign profit corporation authorized to do business in Florida, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630, (the City and Contractor collectively referred to hereinafter as the **"Parties"**).

WITNESSETH:

WHEREAS, Sourcewell is a local government and service cooperative offering a cooperative purchasing program to eligible participating government entities; and

WHEREAS, the City is an eligible participating government entity in Sourcewell's cooperative purchasing program; and

WHEREAS, Sourcewell published Request for Proposals #091024 on July 23, 2024, (**"Request for Proposal"**), as modified by any addendum to the Request for Proposal, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the **"RFP Documents"**); and

WHEREAS, in response to the RFP Documents published by Sourcewell, Sourcewell awarded the Contractor Master Agreement #091024 containing Contractor's proposal (**"Sourcewell Master Agreement"**) on November 13, 2024, wherein the Contractor agreed to provide services to participating government entities through Sourcewell's cooperative purchasing program, attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, pursuant to the Sourcewell Master Agreement, Contractor provided the City with a proposal (**"Proposal"**) on February 21, 2026, for a new fleet of leased Yamaha golf cars at Osceola Golf Course, attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, based on the accepted Proposal, the Contractor provided the City with a Municipal Master Lease Agreement, including attached Equipment Schedules, Insurance Request, First Payment Invoice, Resale Certificate, and ACH Form, all as attached hereto as Exhibit D and incorporated herein by this reference (collectively referred to hereinafter as the **"Municipal Master Lease"**); and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Proposal and Municipal Master Lease and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into the Municipal Master Lease and this Contract.

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Municipal Master Lease and this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Municipal Master Lease and Proposal.

Section 4. Payment.
The Contractor agrees to provide all services in the Proposal and Municipal Master Lease in consideration of the total amount described in the Municipal Master Lease, which shall be paid by the City in accordance with the Municipal Master Lease upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Municipal Master Lease, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.
Is a bond required? ( ) Yes (✓) No

Section 6. Performance Schedule.
The Contractor shall commence and complete all services pursuant to the Proposal and Municipal Master Lease.

Section 7. Necessary Approvals.
Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of the Municipal Master Lease and this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in

accordance with the Municipal Master Lease and this Contract.

Section 8. No Waiver.
No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Municipal Master Lease and this Contract contain all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of Municipal Master Lease and this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate the Municipal Master Lease and this Contract without cause upon thirty (30) days prior written notice.

Section 16. Affidavit Regarding the Use of Coercion for Labor and Services.
The Contractor agrees that, prior to the Municipal Master Lease and this Contract being executed, it shall comply with the requirements of Section 787.06(13), *Florida Statutes*, by providing the City with an affidavit (attached hereto as Attachment "A") signed by an officer or representative of the Foundation under penalty of perjury attesting that Contract does not use coercion for labor or services, as those terms are defined in Section 787.06.

Section 17. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "B" attached hereto and incorporated by reference.

Section 18. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed and sealed the day and year first above written.

CONTRACTOR

_____
(Contractor's Name)

By_____
President

_____
(Printed President's Name)

Attest_____
Corporate Secretary

(CORPORATE SEAL)

CITY OF PENSACOLA,
a Florida municipal corporation

_____
D. C. Reeves, Mayor

Attest: _____
Ericka L. Burnett, City Clerk

Approved as to Substance:

_____
Tonya Byrd, Parks & Recreation Director

Legal in form and execution:

_____
Grace Parola, Assistant City Attorney

Contract – signature page

EXHIBIT A

RFP DOCUMENTS

RFP #091024
REQUEST FOR PROPOSALS
for
Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Proposal Due Date: September 10, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 10, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	July 23, 2024
Pre-proposal Conference:	August 20, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	September 3, 2024, 4:30 p.m., Central Time
Proposal Due Date:	**September 10, 2024, 4:30 p.m., Central Time** Late responses will not be considered.
Opening:	September 10, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services, including, but not to be limited to:
    a. Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles, golf carts, low-speed vehicles (LSV);
    b. Parking enforcement, patrol and EMS solutions;
    c. Passenger shuttles, burden carriers, tow tractors, baggage trucks;
    d. Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles; and
    e. Enclosed food and beverage low-speed vehicles (LSV).

2. The primary focus of this solicitation is on Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services. This solicitation should not be construed to include:
    a. E-bikes, Scooters, Segways;
    b. Lawn/turf Equipment;
    c. Tractors;
    d. Trucks, cars, and vans; and
    e. Services only.

Proposers may include accessories, equipment, and services related to their offering of vehicles under Section 1. a.-e. above to the extent that these solutions are complementary to their offering of the vehicles being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD 50 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or service**.** Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. <u>ADMINISTRATIVE FEES</u>

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or

requested modification(s) via redline in the Contract Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the

proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcewell’s office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
   a. A comprehensive selection of the requested equipment, products, or services;
   b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
   c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A

protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

7/24/2024

Addendum No. 1
Solicitation Number: RFP 091024
Solicitation Name: Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

I see this time around a SAM number is required. As we do not typically sell direct to federal gov, we do not have a SAM number on file. Is it recommended to create one for the submission, or is a federal tax id sufficient?

Answer 1:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1. Respond “N/A” if a question does not apply (preferably with an explanation).

End of Addendum

Acknowledgement of this Addendum to RFP 091024 posted to the Sourcewell Procurement Portal on 7/24/2024, is required at the time of proposal submittal.

8/13/2024

Addendum No. 2
Solicitation Number: RFP 091024
Solicitation Name: Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can we request any revisions to the General Terms? Our Legal dept. has concerns with the following sections: 17) Indemnification, 22d) Waiver of Subrogation, and 24) Termination for Cause. We have their recommendations for edits, if possible, to submit them.

Answer 1:

Refer to the RFP IV. Contract. To identify any exception, or to request any modification, to Sourcewell's standard Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

End of Addendum

Acknowledgement of this Addendum to RFP 091024 posted to the Sourcewell Procurement Portal on 8/13/2024, is required at the time of proposal submittal.

8/21/2024

Addendum No. 3
Solicitation Number: RFP 091024
Solicitation Name: Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For Table 2@[sic]: Financial Viability and Marketplace Success, Question# 13. Our Finance leader wants to know if we can have an NDA since our financial information is Confidential and wants assurances our information will not be shared or made public. Please let us know what actions we need to take to ensure our information remains confidential.

Answer 1:

Refer to the RFP VI. E. Disposition of Proposals. All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition and will be public information.

End of Addendum

Acknowledgement of this Addendum to RFP 091024 posted to the Sourcewell Procurement Portal on 8/21/2024, is required at the time of proposal submittal.

EXHIBIT B

SOURCEWELL MASTER AGREEMENT

Docusign Envelope ID: 052DED89-0973-486B-BCB7-FB991436BED0

MASTER AGREEMENT #091024
CATEGORY: Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment and Services
SUPPLIER: Yamaha Golf-Car Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Yamaha Golf-Car Company, 1270 Chastain Road NW, Kennesaw, GA 30144 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13,2028, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP# 091024 to Participating Entities. In Scope solutions include:

   a) Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV);
   b) Parking enforcement, patrol and EMS solutions;
   c) Passenger shuttles, burden carriers, tow tractors, baggage trucks;
   d) Side–by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles;
   e) Food and beverage solutions, athletic and campus-use vehicles.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

Docusign Envelope ID: 052DED89-0973-486B-BCB7-FB991436BED0

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Yamaha Golf-Car Company
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Stephen Donnell 2E8237C154D948A...
By: _____	By: _____
Jeremy Schwartz	Stephen Donnell
Title: Chief Procurement Officer	Title: President3
Date: 11/13/2024 | 6:54 PM CST	Date: 11/13/2024 | 8:09 AM PST

RFP 091024 - Utility, Transport, Golf, and Recreation Vehicles

Vendor Details

Company Name:	Yamaha Golf-Car Company
Address:	1270 Chastain Road Kennesaw, GA 30144
Contact:	Stephen Donnell
Email:	stephen_donnell@yamaha-motor.com
Phone:	770-420-5941
HST#:	582227420

Submission Details

Created On:	Wednesday July 24, 2024 14:17:14
Submitted On:	Tuesday September 10, 2024 14:13:15
Submitted By:	Amy Austin
Email:	amy_austin@yamaha-motor.com
Transaction #:	c961b75d-d145-4a14-9cc4-6973db273398
Submitter's IP Address:	136.226.2.116

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Yamaha Golf-Car Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Yamaha Motor Corporation, USA. / Yamaha Golf-Car Company / Yamaha Motorsports	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage 4V176 UEI H9Y2CEEQNNJ3	*
5	Provide your NAICS code applicable to Solutions proposed.	336999 / 423860 / 441227	
6	Proposer Physical Address:	Yamaha Golf Car Company 1270 Chastain Road NW Kennesaw, GA, 30144	*
7	Proposer website address (or addresses):	www.yamahagolfcar.com www.yamahamotorsports.com/government-fleet	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Stephen Donnell President stephen_donnell@yamaha-motor.com (770) 420-5941	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kevin Norcross Division Manager - National Accounts, Distributor Sales, Marketing kevin_norcross@yamaha-motor.com (770) 420-5971	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Amy Austin Marketing Specialist amy_austin@yamaha-motor.com (770) 420-6084	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Yamaha Music Co was founded in 1887 as an organ manufacturer and today produces professional grade audio equipment, pianos, brass, wind and string instruments. Yamaha Motor Co (YMC) was started in 1955 and has been in continual operation since it's first production model, the YA-1 motorcycle. Today, Yamaha is a global producer of motorcycles, wheel chairs, electric bicycles, swimming pools, helicopters, and surface mounter intelligent machinery. US production consists of boats, personal watercraft, golf cars, ATV's and side by sides. Also, known for it's engineering, YMC has designed and built engines for Toyota, Lexus and Ford. Yamaha Motor US (YMUS) is the exclusive distributor for YMC in the United States. It is a wholly owned subsidiary of YMC and was formed in 1977. YMUS introduced golf cars one year later in 1978. Yamaha sold it's first ATV in 1980 with the first side by side (SXS) arriving in 2004. Yamaha's management principles are 1) Creating value that surpasses customer expectations 2) Establishing a corporate environment that fosters self-esteem 3) Fulfilling social responsibilities globally	*
12	What are your company's expectations in the event of an award?	Yamaha Motor US and Yamaha Golf-Car Company's expectations are to increase sales to government agencies, municipalities, schools, and other qualified members while providing value on quality Yamaha products to members with up front pricing and outstanding service support. Yamaha plans to expand these offerings throughout our Motorsports product lines including ATV's and SXS's.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	We have uploaded YGC's Credit Information Sheet as well as Yamaha Motor Co., Ltd. and Consolidated Subsidiaries public financial information to the document section of this RFP.	*
14	What is your US market share for the solutions that you are proposing?	Market share will vary by segment. Golf car: 30%, Motorcycle: 12%, All Terrain Vehicle (ATV) 16%, Side By Side (SXS): 4%	*
15	What is your Canadian market share for the solutions that you are proposing?	N/A	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Yamaha has not petitioned for bankruptcy protection.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Yamaha Motor US and Yamaha Golf-Car Company are exclusive distributors for Yamaha Motor Corporation and Yamaha Motor Manufacturing. Yamaha Golf-Car company sells and services fleets of golf cars directly (B to B), sells fleets of golf carts through independent distributors and sells to retail customers through an independent network of dealers and distributors. Yamaha Motor US sells motorcycles, ATV's and side by sides through a separate independent dealer network, with periodic overlap in dealers.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Yamaha Golf-Car Company (YGC) and Yamaha Motor US (YMUS) have all required licenses to sell golf carts, motorcycles, ATV's and side by sides.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There are no examples of current and past debarments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Yamaha Golf-Car Company is the Premier Partner and the Official Golf Car Company of the National Golf Course Owners' Association (NGCOA), and winner of Golf Digest Editors' Choice Award for Best Gas-Powered Golf Car.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Between 12-15% of Yamaha golf/utility vehicles are currently on lease or have been purchased by municipal/government customers.	*
22	What percentage of your sales are to the education sector in the past three years?	Currently less than 5% of YCG's sales are in the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	YGC and YMUS hold agreements with the State of GA, Air Force Non-Appropriated Funds (AFNAF) and the US Border Patrol totaling more than $6.1M.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Neither YGC or YMUS have direct GSA contracts preferring to support our independent dealers and distributors who are active in GSA.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Bergen County, NJ	Tom McGovern, Manager of Golf Operations	201-261-1100	*
Passaic County, NJ	Darryl Sparta, Manager Golf Operations	973-881-4821	*
Montgomery County Revenue Authority	Keith Miller, CEO @ MCRA - Montgomery County Revenue Authority	301-762-9080	*
City of Houston	Jason Harsh	Jason.harsh@houstontx.gov	
City of McAllen	Carlos Espinoza	Cespinosa@mcallen.net	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	YGC has 14 District Managers, one Regional Manager and two Internal Sales Assistants for our direct fleet (B2B) sales channel, two Regional Managers supporting our distributor network, two National Account Managers supporting multi-golf course accounts, 5 District Managers and one Regional Manager supporting our independent dealers, and three Internal Sales Representatives supporting golf car parts and accessories. YMUS has thirty-six District Managers, twelve Regional Management staff that focus on Business, Marketing, and Sales Planning across 36 districts. YMUS also has 6 inside sales staff that support our dealers in Parts & Accessory sales.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Yamaha Golf Cars has a well-established network of Authorized Sellers that play a crucial role in delivering their solutions to customers. This network is designed to ensure that buyers have access to high-quality products, services, and support. YGC fulfillment will vary by state and volume but could be fulfilled directly or through our independent dealer or distributor network. YMUS fulfillment will be handled through their national independent dealer network.	*
28	Service force.	Yamaha Golf-Car Company has fifteen Direct Service Techs, along with coast-to-coast service coverage through our dealer and distributor network. Yamaha's Motorsports Division has four field service techs that are supported by 10 inside staff in various offices around the Country.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members would contact our program administrator who would guide them through the purchase process and coordinate with the appropriate dealer, distributor or internal sales group. With our large network of dealers and distributors, Yamaha will be a great asset for Sourcewell members to use.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	In addition to the Sourcewell program administrator, YGC and YMUS both have customer service lines that operate during normal business hours. Issues that cannot be resolved immediately, have an escalation process with 24–72-hour response times.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Depending on quantity, dealer and distributors keep inventory in stock for immediate fulfillment. YGC and YMUS also reserve inventory of specific models specifically for government sales and also has the capacity for nation-wide distribution. Yamaha branded golf cars, ATV's and side by sides are all produced in Newnan, GA.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At this time, Yamaha is only able to provide products and services in the United States.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Alaska, Hawaii, US Territories and Canada are not in scope of this RFP.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Yamaha Golf-Car Company has no entity sectors that we cannot fully service.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	YMUS and YGC are currently unable to serve Alaska, Hawaii, US Territories and Canada.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yamaha Golf-Car Company would extend terms to a nonprofit entity.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	YGC will issue an immediate press release through all of its normal channels. Yamaha will utilize internal bulletins, video conferences, sales meetings, and quarterly newsletter to educate internally and promote the Master Agreement. The Sourcewell logo will be added to our website, Facebook, LinkedIn, and applicable print and digital literature. Posts will be made on Facebook and LinkedIn, continued inclusion on our website, and recognition at our trade shows and sponsored events. Please see the attached marketing plan and marketing material.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	YGC is active on LinkedIn, Facebook (Meta), X (Twitter), Instagram and outbound email campaigns to actively target potential customers and inform current users on our products, offerings, and retail financing. Through our paid media efforts, YGC has data-generated demographic audience groups that categorize users based on where they are in the purchasing process. YGC and YMUS utilize Google Analytics from our consumer websites to more efficiently market to potential consumers based on website behaviors.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell's role would be to facilitate sales for member needs for golf carts, ATV's, motorcycles and SXS's. Member inquiries will be personally handled by a Sourcewell administrator who would determine the appropriate sales channel, dealer distributor or internal contact. Our goal is to work with Sourcewell to ensure both Yamaha and Sourcewell can increase sales through both organizations' mutually beneficial contract.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yamaha currently does not have an "e-procurement system" for units.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	YMUS and YGC provide users with operations manuals with all products.	*
42	Describe any technological advances that your proposed Solutions offer.	Backed by decades of innovation and performance, Yamaha designs with every last detail in mind. Yamaha offers the first independent rear suspension in the industry on both the QuieTech EFI and PowerTech AC cars. Proprietary course specific GPS (YamaTrack) units are available as optional accessories. The DRIVE H2 includes a hydrogen engine, an internal combustion engine that makes use of existing technologies and at the same time, does not emit CO2 during the combustion process. DRIVE H2 is equipped with two high-pressure hydrogen tanks (25L each) positioned under the driver's seat and on the back of the rear seat. Through the H2 concept car, which is the first of its kind, Yamaha promotes its efforts toward achieving decarbonization.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Yamaha Motor Co (Parent company to YGC and YMUS) announced the Yamaha Motor Group Environmental Plan 2050, which sets corporate goals and action plans as a "company actively engaged in a sustainable society. Objective of this plan include 1) Total carbon neutrality, 2) Uncompromised compliance with all environmental laws and regulations of every country YMC does business in. 3) Actively research into new technologies in waste and recyclable materials. (Recyclable flax composites). https://global.yamaha-motor.com/about/csr/	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Consistently ranked among the most beloved and recognized brands in the world, Yamaha prides itself on providing superior engineering and efficiency in its vehicles. Since the launch of 'The Drive' model golf car in late 2006, Yamaha has been on a steady climb to the top of the industry, gaining more than 15% market share over that span. The legacy and growth continues with the Drive2 and UMAX, evolutions which maintained all the popular features of previous models while enhancing golfer comfort and connectivity and lowering the cost of ownership for your facility. We pride ourselves in our Industry - Leading Factory Direct Fleet Service, Classy Body Styling & Premium Accessories, and Ergonomic Engineering that Emphasizes Comfort and Functionality. At Yamaha, we love helping people cultivate a luxurious lifestyle. Our personal transportation vehicles are loaded with features that elevate the driving experience, like independent rear suspension and an automotive-style dashboard with USB ports. Every model comes with world-class performance and reliability, so you can travel through life in luxury. Our primary goal at Yamaha is to exceed with our world class vehicles and the personal touch of excellence from our Industry-Leading Service. YGC and YMUS covers a diverse range of product segments including golf cars, personal transportation vehicles, e-bikes, ATV's, motorcycles and SXS. Yamaha US also has a captive financing company that is capable of offering competitive leasing terms and retail financing. Yamaha is a name and brand you can trust. With comprehensive warranties and in-house financing plans, purchasing a Yamaha is not only an investment in power and performance, but also one with the ultimate peace-of-mind.	*
46	Describe any safety features your products have such as seat belts, rollover protection, brake lights, stability control, emergency shutoff, etc.	Golf cars are built to comply with ANSI/OPEI Z130.1-2020 safety standards. Personal transportation vehicles are built to comply with ANSI/OPEI Z135-2020 safety standards. Lithium batteries meet all UN38 and ICES-003 standards. Supplied battery chargers are UL certified. Yamaha ATV's& Side by Sides meet or exceed all Ansi/Rohva standards.	
47	Are your products equipped with GPS or telematics features or other route optimization options?	Not applicable to non-highway offerings. However, YGC offers Yamatrack GPS (a golf course specific GPS system) as an optional accessory on golf cars.	
48	Describe how your products positively contribute to environmental concerns such as air pollution.	YGC not only offers zero emission electric golf cars, in addition to the best fuel consumption for gasoline powered golf cars.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	
51		Women Business Enterprise (WBE)	○ Yes ◉ No	
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
55		Small Business Enterprise (SBE)	○ Yes ◉ No	
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Net 30	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Yamaha Motor Financial US is an in-house, captive finance entity owned by YMC and therefore can provide competitive leasing to qualified purchasers.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Yamaha provides a Proposal that would include the Sourcewell confirmation contained within it.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, P-cards are not accepted.	*

62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A price list of available golf carts, personal transportation vehicles, ATV's motorcycles and SXS will be uploaded. offered and common accessories.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Ten percent discount from MSRP.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts are handled on a case-by-case basis.	*
65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Non-contracted items would be offered at MSRP minus 10% pending availability.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight is included in the price of our cars in all “Contiguous United States." Additional freight charges may apply. The customer may be responsible for any delivery for freight, setup and or applicable taxes from authorized Yamaha Dealers and Distributors.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Independent dealers or distributors have varying prices for freight and setup. Actual charges vary depending on dealer or distributor fulfilling the sale.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Hawaii, US Territories and Canada are not in scope for YGC or YMUS.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	No unique distribution and or delivery methods.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Yamaha Golf Car and Motorsports will develop a comprehensive Sales Bulletin and Sales Programs to keep our factory-direct team, distributors, and dealership networks informed of the Sourcewell partnership. In addition, we will produce a detailed monthly report with warranty registrations to cross-reference with Sourcewell members to ensure consistent pricing and to verify that all pricing information is accurately aligned across our network. We will utilize this internal auditing process and our in-house accounting group to facilitate this process. Yamaha staff will review all ATV/SXS vehicles sold monthly. We will cross reference these lists with current Sourcewell member lists to insure we identify all eligible sales.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Service records, market share reports, customer retention rates monthly sales volume review, monthly sales channel feedback.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We propose an administrative fee of 2% of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	10% off MSRP for units and select accessories.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Yamaha Golf Car will be offering golf cars, utility vehicles, personal transportation vehicles, multi passenger vehicles, and specialty vehicles in this RFP. We are also diversifying our offerings by including Motorsports - all ATV's and SXS's. See below: www.yamahagolfcar.com www.yamahamotorsports.com/government-fleet https://www.yamahamotorsports.com/government-fleet	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Golf car, golf cart, personal transportation vehicles, light utility vehicles, all terrain vehicles, motorcycles, utility side by side, recreational side by side.	*
76	Identify the engine types available for your products (e.g. gasoline, diesel, CNG, propane, hybrid, electric etc.)	All products will be offered with gasoline engines with select golf cars and light duty utility vehicles will also be offered with electric motors.	

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV)	◉ Yes ○ No	Utility vehicles, task vehicles, cargo quad cycles, and golf carts. No tricycles or LSV's at this time.	*
78	Parking enforcement, patrol and EMS solutions	○ Yes ◉ No	N/a	*
79	Passenger shuttles, burden carriers, tow tractors, baggage trucks	◉ Yes ○ No	Multi passenger vehicles	*
80	Side–by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles	◉ Yes ○ No	Side–by-sides, all-terrain vehicles (ATV), motorcycles only.	*
81	Food and beverage solutions, athletic and campus-use vehicles	◉ Yes ○ No		

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Price Lists.zip - Monday September 09, 2024 11:18:29
- Financial Strength and Stability - Financial Stability.zip - Monday September 09, 2024 09:26:09
- Marketing Plan/Samples - Marketing Plan.zip - Monday September 09, 2024 10:01:23
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Yamaha Golf Car - Standard Transaction Document.pdf - Monday September 09, 2024 10:37:46
- Requested Exceptions (optional)
- Upload Additional Document - Brochures.zip - Monday September 09, 2024 09:27:13
- Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Stephen Donnell, President, Yamaha Golf-Car Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Utility Transport Golf Vehicles RFP 091024 Wed August 21 2024 02:38 PM	☑	1
Addendum 2 Utility Transport Golf Vehicles RFP 091024 Tue August 13 2024 01:08 PM	☑	1
Addendum 1 Utility Transport Golf Vehicles RFP 091024 Wed July 24 2024 09:44 AM	☑	1

EXHIBIT C

PROPOSAL

YAMAHA

Golf Car

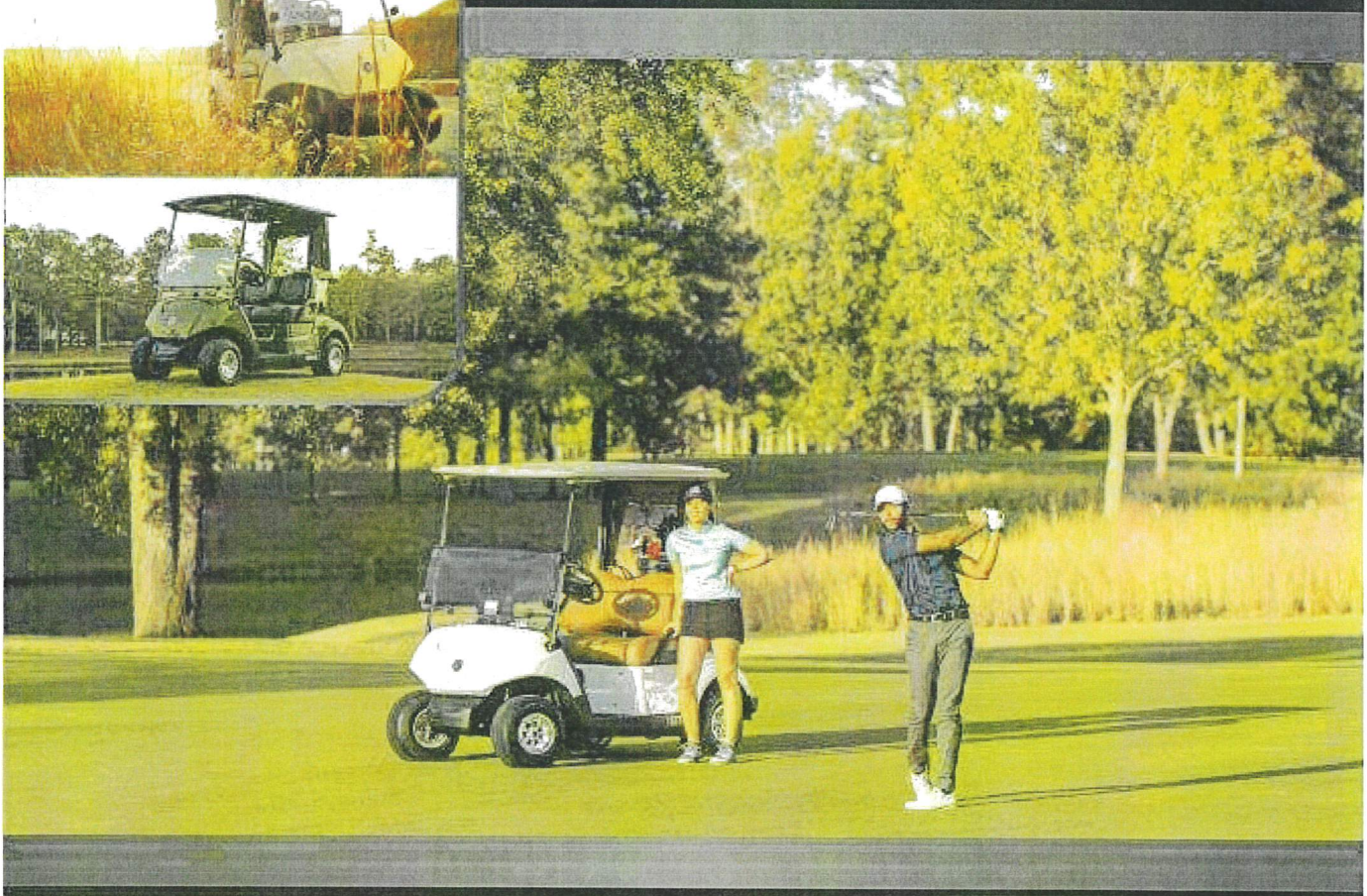
PROPOSAL EXPRESSLY PREPARED FOR

PLAY PENSACOLA PARKS & RECREATION

Osceola Golf Course

Sourcewell

Awarded Contract



PROUDLY PRESENTED BY

Jeff Jungers - District Sales Manager

DRIVE2

YAMAHA
Golf Car

2/21/2026 Rev. 3

Mr. Ryan Maddox - PGA / General Manager
Osceola Golf Course (City of Pensacola)
300 Tonawanda Dr.
Pensacola, FL 32506

On behalf of the entire team at Yamaha Golf-Car Company, I would like to express my most sincere gratitude for the opportunity to submit this proposal for a new fleet of Yamaha golf cars at Osceola Golf Course. Consistently ranked among the most beloved and recognized brands in the world, Yamaha prides itself on providing superior engineering and efficiency in its vehicles, and our quality and image align seamlessly with that of your fine facility. We simply believe Yamaha will be the easiest and best decision you ever make.

Since the launch of 'The Drive' model golf car in late 2006, Yamaha has been on a steady climb to the top of the industry, gaining more than 15% market share over that span. The legacy and growth continues with the Drive^2 and UMAX, evolutions which maintained all the popular features of previous models while enhancing golfer comfort and connectivity and lowering the cost of ownership for your facility.

- Industry - Leading Factory Direct Fleet Service
- Classy Body Styling & Premium Accessories
- Ergonomic Engineering that Emphasizes Player Comfort and Functionality
- Lowest-Maintenance and Cost of Ownership Golf Car in the Industry

Our primary goal at Yamaha is to look out for the best interests of your Club while maintaining your out-of-pocket maintenance costs and eliminating down time. I want to emphasize how confident we are you and your members' needs and expectations will be met and far exceeded with our world class vehicles and the personal touch of excellence from our Industry-Leading Service.

In closing, please know that Yamaha is not only committed to earning your trust and your business on this deal, but building a long-term partnership as your golf car and utility fleet provider for years to come.

Most sincere regards,

Jeff Jungers
District Sales Manager
(404) 819-0858
Jeff.Jungers@Yamaha-motor.com

YAMAHA Golf Car

The Yamaha Story

OUR CARS

The best fleet and utility cars in the industry and the only company with four fleet options:

Drive^2 PowerTech AC Lithium

Drive^2 AC Electric (Lithium battery option available)

Drive^2 EFI, Golf Digest Editors' Choice Award for Best Gas Golf Car

Drive^2 QuieTech EFI, an Industry First

OUR STATS

3,450+ Courses have switched to Yamaha in the past 15 years

1 Rated in Satisfaction, Customer Support, and Reliability *

97% Brand Loyalty **

94% Customer Retention Rate

OUR AFFORDABLE GPS SOLUTION

Track and control your fleet.

Drive Profits. Reduce Costs.

Work Smarter.

* Golf Car Attitudes and Perceptions Research Study Published by NGF, 2015.

** Golf Car Fleet Study Published by Golf DataTech, LLC., 2015.

YGC funded the research studies conducted by NGF and Golf DataTech, LLC.

YAMAHA
Golf Car

Company Profile

Yamaha Golf-Car Company (YGC) is a for-profit subsidiary of Yamaha Motor Corporation, USA. We are an American company with nearly 1,700 American employees between our factory in Newnan, GA and our Southeastern Headquarters in Kennesaw, GA.

For more information, please visit us on the web at:
www.yamahagolfcar.com

Our Team

President: Stephen Donnell
Division Manager, Direct Sales: Craig Sanford
District Sales Manager: Jeff Jungers
Inside Sales Manager: Jacob Pratt
Factory Service Provider: Bill Molitorisz

Manufacturing Facility

Yamaha Motor Manufacturing Corporation
1000 GA Hwy. 34 East
Newnan, GA 30265

Corporate Headquarters

Yamaha Golf-Car Company
1270 Chastain Rd. NW
Kennesaw, GA 30144

Parent Corporation

Yamaha Motor Corporation U.S.A. (YMUS)
1270 Chastain Rd. NW
Kennesaw, GA 30144

Captive Finance Company

Yamaha Motor Finance Corporation (YMFUS)
6555 Katella Ave.
Cypress, CA 90630

ASSEMBLED IN USA

YAMAHA
FINANCIAL SERVICES
Celebrating 25 Years in 2018!

YAMAHA Golf Car

Our Partners

Official Golf Car: NGCOA

Affiliate Member: CLUB MANAGERS ASSOCIATION OF AMERICA

Silver Sponsor: GCSAA

Member: ILTVA INTERNATIONAL LIGHT TRANSPORTATION VEHICLE ASSOCIATION

Section Sponsor:

Alabama - NW Florida Section, PGA
Carolinas Section, PGA
Georgia Section, PGA
Gulf States Section, PGA
New England Section, PGA
North Texas Section, PGA
Northern California Section, PGA
Southern California Section, PGA
South Central Section, PGA
South Florida Section, PGA
South Texas Section, PGA
Tennessee Section, PGA

Great Incentives When You Convert or Renew Your Golf Car Fleet

Yamaha is the "Official Golf Car Partner" of the National Golf Course Owners Association.
NGCOA members receive valuable incentives, including rebates, on Yamaha's golf car and utility vehicle purchases and leases.

You'll appreciate Yamaha's technical **innovation and advancements**—including the YamaTrack GPS fleet management utility—and will find satisfaction and value in Yamaha's **superior customer service**.

ALREADY AN NGCOA MEMBER?

- **Convert** your fleet to Yamaha golf cars and receive a $50 rebate per golf car*

OR

- **Renew** your current Yamaha contract and receive one FREE registration for NGCOA's Golf Business Conference—an $800 value

NOT YET AN NGCOA MEMBER?

- **Convert** your fleet to Yamaha golf cars and receive one year of NGCOA membership FREE, and one FREE registration for NGCOA's Golf Business Conference—a combined $1,250+ value

OR

- **Renew** your current Yamaha contract and receive one year of NGCOA membership FREE— a $450+ value

Learn more about the benefits of membership at www.ngcoa.org/membership/join, and contact Sherea Malcolm, Assistant Director of Membership, at smalcolm@ngcoa.org or 302-399-1652 with any questions.

NGCOA members who **joined prior to 03/31/18** receive the rebate payment following the **Yamaha contract date**.
After 04/01/18, new NGCOA members joining with a **1-year membership** receive the rebate payment following their **2nd year renewal**.
After 04/01/18, new NGCOA members joining with a **2-year membership** receive the rebate payment following the **Yamaha contract date**.
*Rebates are processed quarterly.

YAMAHA Golf Car

NGCOA

Yamaha Golf-Car Company / NGCOA Rebate Request Form

Course Name		
Course Address		
Course City	Course State	Course Zip Code

Contact Name	Contact Phone Number
Contact Email Address	

Is your golf course a current NGCOA Member? ☐ Yes ☐ No

If not— you must join the NGCOA for 2 years in order to receive a rebate.

Learn more about the benefits of membership at www.ngcoa.org/membership/join, and contact Barbara Searle, Associate Director of Membership, at bsearle@ngcoa.org or 843-830-1970 with any questions.

Fleet Delivery Date	Number of New Cars
Previous Brand/Model	Number of Previous Cars

Why did you choose Yamaha?

Did the rebate impact your decision?

Please submit this ***completed*** Rebate Form to: amy_austin@yamaha-motor.com

YAMAHA
Golf Car

Superior Battery Performance

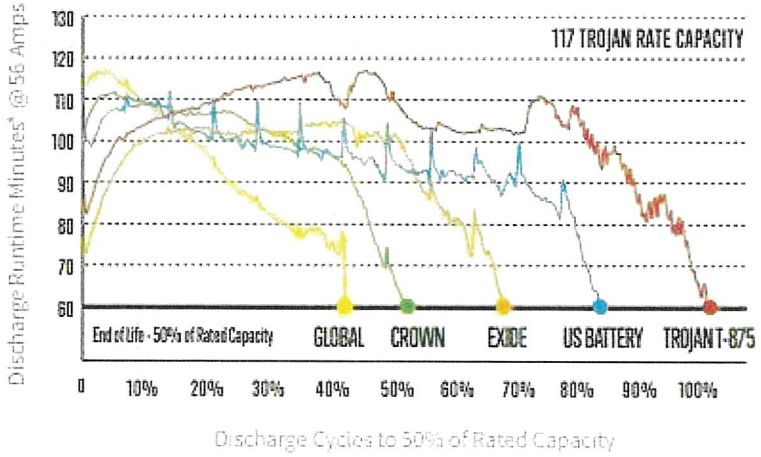
TROJAN
BATTERY COMPANY

Yamaha uses only the industry-best Trojan T-875 Deep Cycle 8-Volt batteries. When you are an industry leader, exaggerated competitor claims are common, but Trojan Battery Company believes that the proof is in the performance. Trojan is the only battery company that provides sustained capacity over the life of the battery and is the only company to meet their published capacity rating during independent testing. When choosing your electric fleet batteries, three important questions come to mind:

1. Will the battery perform?
2. Will the battery last?
3. Will the battery be reliable over time?

Yamaha is committed to providing you with the battery configuration that answers, "Yes" to all of these important questions. It's simple, really - we took the best battery and put it in the best golf car.

INDEPENDENT LABORATORY TESTING
OF 8-VOLT BATTERIES



*Based on the averaging of two completed separate tests on two batteries for each brand.

YAMAHA

Golf Car

4-Year Limited Warranty for Drive^2 Golf Car

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE^2 Gas or DRIVE^2 Electric Fleet golf car purchased from Yamaha, or an Authorized Dealer or Distributor 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 service technician, dealer, or distributor 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.

Car Components	Warranty Period
Frame	Limited Lifetime to Original Owner
Transaxle	4 Years
Steering / Suspension Components	4 Years
Brakes (Excluding Shoes / Pads)	4 Years
Sun Top	4 Years
Electrical Wires, Switches, and Relays	3 Years
Pedal Assy	3 Years
Body Parts	3 Years
Bumpers / Bag Carrier	3 Years
Seats	2 Years
Scorecard Holder	2 Years
Floor Mats	2 Years
Common Accessories	**Warranty Period**
Genuine Yamaha Fleet Accessories	3 years* **Refer to the Accessory Warranty Statement for details*

Electric Car Specific Parts	Warranty Period
Battery - Trojan T875 FLA	4 Years or 23,500 amp hours whichever comes first / without HydroLink Watering System 4 Years or 25,000 amp hours whichever comes first / with HydroLink Watering System **See Trojan Warranty Statement for details*
Battery - Trojan T875 AGM	5 Years or 50,000 amp hours whichever comes first **See Trojan Warranty Statement for details*
RoyPow® Lithium-Ion Battery	5 Years or 97,000 amp hours whichever comes first **See RoyPow Battery Warranty Statement for details*
Battery Charger and Cord	4 Years
Electric Motor and Controller	4 Years
Charger Receptacle	4 Years
Throttle Position Sensor	2 Years
Gas Car Specific Parts	**Warranty Period**
Gas Engine	4 Years
Starter Generator	4 Years
Exhaust / Intake	4 Years
Clutch (Excluding Drive Belt)	4 Years
Throttle / Control Cables	3 Years
Starting Battery	1 Year
All Remaining Parts	**1 Year**

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, 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 are also excluded from this warranty. Gasoline-powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

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

- Operate and Maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's manual, and
- Give notice to an authorized Yamaha Golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business, and
- Transport the car to and from an authorized dealer or distributor for warranty service.

WARRANTY TRANSFER: To transfer the warranty from the original purchaser to any subsequent purchaser(s), it is imperative that the vehicle be inspected and registered for warranty by an authorized Yamaha Golf Car dealer. In order for this warranty to remain in effect, this inspection and registration must take place within ten (10) days after transfer of ownership to the subsequent purchaser. A reasonable dealer-imposed fee may be charged for this inspection.

EMISSION CONTROL SYSTEM WARRANTY (USA only): Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by this warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/ or lack of proper maintenance are not covered by this warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness 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 is 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 give you specific legal rights, and you may also have other rights, which vary from state to state.

EFFECTIVE DATE: 10/01/21

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ ***(Initial)***

YAMAHA

Golf Car

2-Year Limited Warranty for Transportation and Utility Vehicles

Yamaha Golf-Car Company hereby warrants that any new Yamaha utility vehicle or any multi passenger cars or specialty vehicles purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for TWO years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor 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.

Car Components	Warranty Period
Brake System (Excluding Shoes / Drums)	2 Years
Body Parts	2 Years
Bumpers / Rear Floor Cover (Bag Well)	2 Years
Electrical Wires, Switches, and Relays	2 Years
Frame Assy	2 Years
Floor Mats	2 Years
Pedal Assy	2 Years
Scorecard Holder	2 Years
Seats	2 Years
Steering / Suspension Components	2 Years
Transaxle / Transmission	2 Years
Common Accessories	**Warranty Period**
Windshield	3 years
Sun Top	2 Years
Tail Light	2 Years

Electric Car Specific Parts	Warranty Period
Battery - Trojan T105 FLA	4 Years or 20,000 amp hours whichever comes first / **without** HydroLink Watering System 4 Years or 21,500 amp hours whichever comes first / **with** HydroLink Watering System **See Trojan Warranty Statement for details*
Battery - Trojan T875 AGM	5 Years or 50,000 amp hours whichever comes first **See Trojan Warranty Statement for details*
RoyPow® Lithium-Ion Battery	5 Years or 97,000 amp hours whichever comes first **See RoyPow Battery Warranty Statement for details*
Battery Charger and DC Cord	2 Years
Electric Motor and MCU	2 Years
Charger Receptacle	2 Years
Throttle Sensor Assy	2 Years
Gas Car Specific Parts	**Warranty Period**
Clutch (Excluding Drive Belt)	2 Years
Intake and/or Exhaust System	2 Years
Gas Engine	2 Years
Starter Generator	2 Years
Starting Battery	1 Year
Throttle / Control Cables	2 Years
All Remaining Parts	**1 Year**

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, 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 are also excluded from this warranty. Gasoline-powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty .

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

- Operate and Maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's manual, and
- Give notice to an authorized Yamaha Golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business, and
- Transport the car to and from an authorized dealer or distributor for warranty service.

WARRANTY TRANSFER: To transfer the warranty from the original purchaser to any subsequent purchaser(s), it is imperative that the vehicle be inspected and registered for warranty by an authorized Yamaha Golf Car dealer. In order for this warranty to remain in effect, this inspection and registration must take place within ten (10) days after transfer of ownership to the subsequent purchaser. A reasonable dealer-imposed fee may be charged for this inspection.

EMISSION CONTROL SYSTEM WARRANTY (USA only): Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by this warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/ or lack of proper maintenance are not covered by this warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness 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 is 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 give you specific legal rights, and you may also have other rights, which vary from state to state.

EFFECTIVE DATE: 01/01/24

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ ***(Initial)***

YAMAHA

Golf Car

4-Year Limited Warranty for Trojan® Brand Batteries When Charged with a Yamaha Provided 48-Volt Charger

Yamaha Golf-Car Company (herein referred to as "YGC") hereby warrants to the Original Retail Purchaser or Lessee of a Yamaha Drive2 Golf car, PTV, Multi passenger, or Utility car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States, that the Trojan® brand batteries charged with a Yamaha provided battery charger will be free from defects in materials and workmanship, and will provide "36-hole performance" as follows:

- 4-years or 20,000 amp-hours with T-105 FLA.
- 4-years or 21,500 amp-hours with T-105 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 4-years or 23,500 amp-hours with T-875 FLA.
- 4-years or 25,000 amp-hours with T-875 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 5-years or 50,000 amp-hours with T-875 AGM.

WARRANTY LIMITATIONS

Yamaha Golf-Car Company's and Trojan Battery Company's limit of 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, at no cost to the purchaser during the limited warranty period, except for labor or transportation expenses. The following conditions apply.

- Amp-hours will be determined either through the PC Genius controller or through other means necessary in the event of a controller failure or replacement.
- This warranty only applies to factory installed Trojan battery sets charged with a Yamaha provided battery charger.
- The customer must perform (or have a contracted Yamaha 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. Maintenance records must be kept.
- YGC supplied or approved replacement batteries may be of a different brand or capacity, but are warranted to provide 36-hole performance for the remainder of the original warranty term.
- "36-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 Dealer within 10 days that a vehicle has failed to make 36 holes per day. YGC reserves the right to test and recharge any battery 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 WARRANTY.

LIMITED WARRANTY EXCLUSIONS:

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, YGC 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 IF BATTERIES ARE SUBJECTED TO ANY OF THE FOLLOWING CONDITIONS:

- 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. For example, lack of regular battery watering or adding water to battery before charging.
- 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)
- Battery charged by systems other than the original equipment type battery charger.
- On fleet golf cars, the use of any non-YAMAHA supplied electrical devices that consume more than one amp-hour per round or two amp-hours per day of battery energy. Examples of these devices include, but are not limited to: heating or cooling systems; GPS (global position system) devices; information gathering devices; lights; radios or stereos; or yardage measuring devices.
- Less than one charger per car or inadequate facility electrical power to power all chargers. Examples include more than one charger on a single circuit, circuit rating of less than 15 amps, or not enough circuits for the number of cars.
- In fleet applications, less than one battery charger per vehicle. For example, using only 10 battery chargers to charge a 15 car fleet.
- The use of any system that does not allow the battery chargers to shut off automatically. For example, timer systems that are designed to switch battery charger AC power on and off during peak demand hours.
- 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 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 limitations on how long implied warranty lasts, so the above limitation may not apply to you. Also excluded from this Warranty is 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 give you specific legal rights, and you may also have other rights, which vary from state to state.

EFFECTIVE DATE: 07/01/20

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ ***(Initial)***

YAMAHA
Golf Car

Service Details

Yamaha Golf-Car Company's factory-supported service is the clear leader in the industry. Factory-supported dealers' and technicians' vehicles are fully equipped with the parts and tools necessary to provide on-site repairs and get your golf car back out on the course in the event that it should become disabled. Our service providers are trained extensively on the mechanical aspects of Yamaha golf cars and are routinely re-trained throughout the course of their tenure. The timely response and attentive manner of our service providers are two key factors in the success and customer satisfaction that we have been able to achieve at Yamaha.

The service provider for Osceola Golf Course will continue to be Bill Molitorisz (Pensacola based). Bill has been with Yamaha for many years and has received countless positive reviews from the customers they service. Their goal is to be your partner and look out for the best interests of your fleet and your Club, while minimizing your down time. **Bill will continue to provide service visits monthly and as needed visits with the use of the SOS operating system within the 4 year warranty period.**

Please refer to your owner's manual for maintenance requirements and recommended service intervals. For further reference, a quick service check guide is included on the following page with tips to ensure your fleet runs as expected.

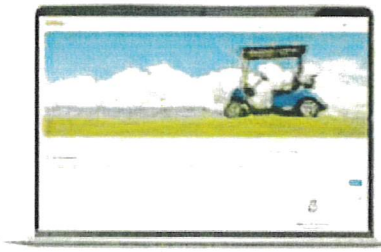
Bill Molitorisz– Factory Service Technician

(404) 472-4362 & Bill_Molitorisz@Yamaha-Motor.com

SERVICE

YAMAHA
Golf Car

IT'S SO EASY

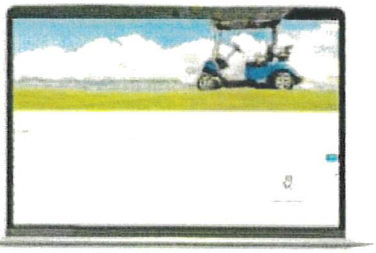


REQUEST

Request repairs quickly and easily from home, the office, the course, or the cart barn.

PLAN

Plan for scheduled maintenance with less hassle.



TRACK

Track the status of every certificate throughout the entire service cycle to improve productivity and peace of mind.

YAMAHA
Revs Your Heart

YAMAHA
Golf Car

Equipment Maintenance Schedule

While Yamaha Golf-Car Company maintains a network of reliable service providers that are willing and able to assist you at any time, the following are best practices that will ensure that your golf car fleet stays in optimum working condition, cutting down on the need of service assistance:

Daily Safety Checklist:

- Visually inspect all equipment for damage. Be sure all nuts, bolts, and screws are tight.
- Insure that all warning and instruction labels are on equipment and in good condition.
- Check equipment for proper and safe operation.
- Maintain a proper tire pressure of 18 psi for gas cars, and 22 psi for electric cars.
- Check drive unit, transmission, engine, and fuel system (gasoline equipment) for leaks.

Daily Performance Inspection:

- *Forward/Reverse Switch:* Check for proper operation.
- *Brakes:* Be sure brakes function properly.
- *Parking Brake:* When latched, the parking brake should lock the wheels and hold the vehicle stationary.
- *Reverse Buzzer:* The reverse buzzer will sound as a warning when the forward/reverse handle or switch is in the reverse position.

Daily Maintenance:

- Remove trash from bag well, floorboard, dash compartment, and drink holders.
- Wash exterior of equipment, including seats and bag well. Do not pressure wash.
- Wash engine compartment. Avoid all electrical components and connections. Do not pressure wash.
- Keep equipment clean with damp cloth.
- Change or repair flat tires.
- *Fuel:* Check fuel level.
- *Engine:* Check for proper engine oil level.
- *Battery:* Check battery post; wires should be tight and free of corrosion, and battery should be fully charged.

Monthly Maintenance:

- *Engine:* Check engine cooling air intake; clean if necessary. Visually inspect the unshrouded area around the engine exhaust for grass and debris; clean if necessary.
- *Tires:* Check air pressure and adjust as necessary.

I have read and understand the above Equipment Maintenance Schedule _____ *(Initial)*

YAMAHA
Golf Car

Terms and Conditions for Returning Vehicles or Trades

Sole Responsibility, if applicable:

Osceola Golf Course agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

1.) All cars must be free of all liens and encumbrances.

2.) All cars must be capable of running at least nine (9) holes of golf.

3.) All cars must be the same quantity and year model as originally evaluated.

4.) All cars must be clean, and free of trash, scorecards, pencils, tees, etc.

5.) All cars must have a working charger.

6.) All cars must have four (4) serviceable tires that retain proper air pressure.

7.) All cars must steer properly in all directions.

8.) All batteries must be free of corrosion, and properly filled with water.

Furthermore, Osceola Golf Course understands and agrees to further charges being assessed if the below conditions are found upon Yamaha Golf-Car Company's inspection of the returned cars:

1.) Severely damaged or missing chargers

2.) Inoperable cars

3.) Minor damage (damage to bodies, bumpers, or seats)

4.) Major damage (frame damage, wrecked cars, etc.)

I have read and agree to the above terms and conditions for returning vehicles and/or trades

_____ *(Initial)*

YAMAHA
Golf Car

Proposal Details and Acceptance

ADDITIONAL BENEFITS:

- Factory Fleet Direct Service will support course service needs on an as-needed basis.
- Delivery - Mid February with the 1st payment due on 4/1/26
- The Month of March will not require a payment to Yamaha.

- **Yamaha is the awarded of choice for SOURCEWELL (#091024-YGC)**
- **The city of Pensacola is an active member of SOURCEWELL (#2378)**

- The county/course will have the ability to purchase the exiting Utility units cars for the following amounts:

2023 Yamaha UMAX Bistro:	$8,150.00
2023 Yamaha UMAX Range Unit:	$6,000.00
2023 Yamaha UMAX Unit:	$4,100.00

- Early Roll Option:

  Upon entering into the last year of the lease with Yamaha Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will grant customer the option of rolling into a new fleet of Yamaha golf cars. The new agreement must be with Yamaha Commercial Customer Finance and will be subject to their credit approval process. The new payment will be based upon current fleet condition, product pricing, and interest rates at that time.

Sourcewell
Awarded Contract

YAMAHA
Golf Car

Proposal Details and Acceptance
Fleet Vehicle Pricing
Quote:20019834

Leasing Quote No:P-227192

Model Description	Installed Accessories	Qty	Terms	
2026 FLEET AC	• GLACIER • BATTERY GAUGE • DECALS • USB L AC • SELF ADHESIVE INFO HOLDER • CLUB COVER BLACK • FUSIONFIT INFO CARD 2.0 • Standard Seat Option • DOMESTIC GOLF CAR SUNTOP • SAND BOTTLE KIT NO HANDLE • SAND BOTTLE KIT NO HANDLE • WHEEL COVER, SILVER, BULK • CLEAR HINGED WINDSHIELD ASSY	60	Term: Starting: Payment per unit: Total Payment: Total # of Payments:	42 Months 4/1/2026 $95.00 $5,700.00 42

Payment Schedule:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026			X	X	X	X	X	X	X	X	X	X
2027	X	X	X	X	X	X	X	X	X	X	X	X
2028	X	X	X	X	X	X	X	X	X	X	X	X
2029	X	X	X	X	X	X	X	X				

Payment X No Payment **blank**

ADDITIONAL TERMS:

All prices listed above are subject to change without notice.
This Lease Quote is valid for 30 days from quote date.

This quotation is valid for Twenty One (21) days from quote date and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties. The proceeding quotation does not include applicable taxes, insurance or service and is subject to final approval of Yamaha Commercial Leasing & Finance and Yamaha Golf Car Company. Additional contracts to follow.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by: _____ Date: 2/24/26
OSCEOLA GOLF COURSE

Accepted by: Jeff Jungers Date: 2/21/2026
Yamaha District Manager

Section 4 Pricing and Leasing Information

YAMAHA
Golf Car

Proposal Details and Acceptance
Fleet Vehicle Pricing
Quote:20019834

Leasing Quote No:P-227193

Model Description	Installed Accessories	Qty	Terms	
2026 UMAX 2 EFI	• GREEN METALLIC • BED MAT KIT • REAR ARM SKID PLATE KIT • UNIVERSAL PICKER ADAPTOR • UMAX RANGE CAGE, EAGLE METAL	1	Term: Starting: Payment per unit: Total Payment: Total # of Payments:	42 Months 4/1/2026 $279.00 $279.00 42

Payment Schedule:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026				X	X	X	X	X	X	X	X	X
2027	X	X	X	X	X	X	X	X	X	X	X	X
2028	X	X	X	X	X	X	X	X	X	X	X	X
2029	X	X	X	X	X	X	X	X	X			

Payment X No Payment **blank**

ADDITIONAL TERMS:

All prices listed above are subject to change without notice.
This Lease Quote is valid for 30 days from quote date.

This quotation is valid for Twenty One (21) days from quote date and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties. The proceeding quotation does not include applicable taxes, insurance or service and is subject to final approval of Yamaha Commercial Leasing & Finance and Yamaha Golf Car Company. Additional contracts to follow.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by:_____ Date: 2/24/26
City of Pensacola - Osceola Golf Course

Accepted by: Jeff Jungers Date: 02/21/2026
Yamaha District Manager

YAMAHA
Golf Car

Proposal Details and Acceptance
Fleet Vehicle Pricing
Quote:20019834

Leasing Quote No:P-227194

Model Description	Installed Accessories	Qty	Terms	
2026 UMAX 2 EFI	• GREEN METALLIC • UMAX SPRT FR BRGRD W/HDLT PROT • UMAX 2 SUN TOP KIT • BED MAT KIT • REAR ARM SKID PLATE KIT • UMAX CLEAR HINGED	1	Term: Starting: Payment per unit: Total Payment: Total # of Payments:	42 Months 4/1/2026 $200.50 $200.50 42

Payment Schedule:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026				X	X	X	X	X	X	X	X	X
2027	X	X	X	X	X	X	X	X	X	X	X	X
2028	X	X	X	X	X	X	X	X	X	X	X	X
2029	X	X	X	X	X	X	X	X	X			

Payment X No Payment **blank**

ADDITIONAL TERMS:

All prices listed above are subject to change without notice.
This Lease Quote is valid for 30 days from quote date.

This quotation is valid for Twenty One (21) days from quote date and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties. The proceeding quotation does not include applicable taxes, insurance or service and is subject to final approval of Yamaha Commercial Leasing & Finance and Yamaha Golf Car Company. Additional contracts to follow.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by: _____ Date: 2/24/26
City of Pensacola - Osceola Golf Course

Accepted by: Jeff Jungers Date: 02/21/2026
Yamaha District Manager

Section 4 Pricing and Leasing Information

YAMAHA
Golf Car

Proposal Details and Acceptance
Fleet Vehicle Pricing
Quote:20019834

Leasing Quote No:P-227195

Model Description	Installed Accessories	Qty	Terms	
2026 UMAX BISTRO	• CORAL RED • UMAX SPRT FR BRGRD W/HDLT PROT • UMAX 2 SUN TOP KIT • REAR ARM SKID PLATE KIT • UMAX CLEAR ONE-PIECE	1	Term: Starting: Payment per unit: Total Payment: Total # of Payments:	42 Months 4/1/2026 $305.00 $305.00 42

Payment Schedule:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026				X	X	X	X	X	X	X	X	X
2027	X	X	X	X	X	X	X	X	X	X	X	X
2028	X	X	X	X	X	X	X	X	X	X	X	X
2029	X	X	X	X	X	X	X	X	X			

Payment X No Payment **blank**

ADDITIONAL TERMS:

All prices listed above are subject to change without notice.
This Lease Quote is valid for 30 days from quote date.

This quotation is valid for Twenty One (21) days from quote date and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties. The proceeding quotation does not include applicable taxes, insurance or service and is subject to final approval of Yamaha Commercial Leasing & Finance and Yamaha Golf Car Company. Additional contracts to follow.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by: _____ Date: 2-24-26
City of Pensacola - Osceola Golf Course

Accepted by: Jeff Jungers Date: 02/21/2026
Yamaha District Manager

Section 4 Pricing and Leasing Information

CITY:

CITY OF PENSACOLA,
a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

Date signed: _____, 2026

(AFFIX CITY SEAL)

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to content:

_____
Tonya Byrd, Department Director

Legal in form and valid as drawn:

_____
Grace Parola, Assistant City Attorney

An official website of the United States government Here's how you know

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Home Search Data Bank Data Services Help

Search All Words e.g. 1606N020Q02

Search Results Saved Searches Actions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search Search Editor

- Any Words
- All Words
- Exact Phrase

e.g. 123456789, Smith Corp

"YAMAHA GOLF-CAR COMPANY" ×

"YAMAHA GOLF CAR COMPANY" ×

Entity

Location

Status

- [x] Active
- [ ] Inactive

Reset

Entity Information All Entity Information Entities Disaster Response Registry Resp

No matches found

Your search did not return any results for active records.
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DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
YAMAHA GOLF-CAR COMPANY

Filing Information

Document Number	F01000000918
FEI/EIN Number	58-2227420
Date Filed	02/15/2001
State	GA
Status	ACTIVE

Principal Address

1270 Chastain Road NW
Kennesaw, GA 30144

Changed: 04/26/2024

Mailing Address

1270 Chastain Road NW
Kennesaw, GA 30144

Changed: 04/26/2024

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 02/28/2005

Address Changed: 02/28/2005

Officer/Director Detail

Name & Address

Title Director

Chrzanowski, Michael
1000 Georgia Highway 34E
Newnan, GA 30265

Title Director

Kawaguchi, Tom
1270 Chastain Road NW
Kennesaw, GA 30144

Title Director, President

Donnell, Stephen G.
1270 Chastain Road NW
Kennesaw, GA 30144

Title Secretary, Treasurer

Saito, Nobuhiko
1270 Chastain Road NW
Kennesaw, GA 30144

Annual Reports

Report Year	Filed Date
2024	04/26/2024
2025	01/15/2025
2026	02/10/2026

Document Images

02/10/2026 -- ANNUAL REPORT	View image in PDF format
01/15/2025 -- ANNUAL REPORT	View image in PDF format
04/26/2024 -- ANNUAL REPORT	View image in PDF format
04/14/2023 -- ANNUAL REPORT	View image in PDF format
04/19/2022 -- ANNUAL REPORT	View image in PDF format
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04/16/2019 -- ANNUAL REPORT	View image in PDF format
01/18/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/05/2016 -- ANNUAL REPORT	View image in PDF format
01/16/2015 -- ANNUAL REPORT	View image in PDF format
01/02/2014 -- ANNUAL REPORT	View image in PDF format
01/09/2013 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
01/06/2009 -- ANNUAL REPORT	View image in PDF format
01/29/2008 -- ANNUAL REPORT	View image in PDF format
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01/31/2006 -- ANNUAL REPORT	View image in PDF format
02/28/2005 -- Reg. Agent Change	View image in PDF format
01/03/2005 -- ANNUAL REPORT	View image in PDF format
01/05/2004 -- ANNUAL REPORT	View image in PDF format

01/09/2003 -- ANNUAL REPORT	View image in PDF format
02/13/2002 -- ANNUAL REPORT	View image in PDF format
02/15/2001 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT D

MUNICIPAL MASTER LEASE

YAMAHA
FINANCIAL SERVICES

03/12/2026

CITY OF PENSACOLA
222 W. MAIN ST.
PENSACOLA, FL 32502

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of Equipment:

1 - Umax 2 FI Range Picker, 60 - Drive 2 AC, 1 - Umax 2 FI Range Picker, 1 - Umax Bistro Standard

The documents enclosed in the package include the following:

Master Lease Agreement
Exhibit A #341-1, #341-2,#341-3,#341-4
Insurance Request
First Payment Invoice
Resale Certificate
ACH Form

OTHER_____

Please have these documents signed by an Authorized Officer and return via DocuSign or email.

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

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

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

Thank you,

Yamaha Commercial Finance

YAMAHA

FINANCIAL SERVICES

Commercial Finance

MUNICIPAL MASTER LEASE AGREEMENT

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated as of 03/12/2026**, 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 PENSACOLA **having its principal office at** 222 W. MAIN ST. **,** PENSACOLA**,** FL 32502 **.**

Lessor and Lessee hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

NON-INTERFERENCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient

funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

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

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

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

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

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

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

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

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

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

CITY OF PENSACOLA	as Lessee	**YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**	as Lessor
By: _____		By: _____	
Print Name: _____		Print Name: _____	
Title: _____		Title: _____	

EXHIBIT A – MUNICIPAL LEASE

YAMAHA FINANCIAL SERVICES

EQUIPMENT SCHEDULE # 341-1
Dated **03/12/2026**

1. This Schedule covers the following property ("Equipment"):
   60 - Drive2 AC
2. Location of Equipment:

   CITY OF PENSACOLA
   300 TONAWANDA DR.
   PENSACOLA, FL 32521

3. The Lease Terms for the Equipment described herein shall commence on **April 28, 2026** and shall consist of:

   A 42 MONTH LEASE ENDING OCTOBER 2029

4. Rental payments on the Equipment shall be due on the following Schedule of Payments:

04/28/2026	5700.00	01/28/2027	5700.00	01/28/2028	5700.00	01/28/2029	5700.00
05/28/2026	5700.00	02/28/2027	5700.00	02/28/2028	5700.00	02/28/2029	5700.00
06/28/2026	5700.00	03/28/2027	5700.00	03/28/2028	5700.00	03/28/2029	5700.00
07/28/2026	5700.00	04/28/2027	5700.00	04/28/2028	5700.00	04/28/2029	5700.00
08/28/2026	5700.00	05/28/2027	5700.00	05/28/2028	5700.00	05/28/2029	5700.00
09/28/2026	5700.00	06/28/2027	5700.00	06/28/2028	5700.00	06/28/2029	5700.00
10/28/2026	5700.00	07/28/2027	5700.00	07/28/2028	5700.00	07/28/2029	5700.00
11/28/2026	5700.00	08/28/2027	5700.00	08/28/2028	5700.00	08/28/2029	5700.00
12/28/2026	5700.00	09/28/2027	5700.00	09/28/2028	5700.00	09/28/2029	5700.00
		10/28/2027	5700.00	10/28/2028	5700.00		
		11/28/2027	5700.00	11/28/2028	5700.00		
		12/28/2027	5700.00	12/28/2028	5700.00		

5. Interest Factor: **5.32**%

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 **03/12/2026** 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 PENSACOLA	**LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**
By: _____ Signature	By: _____
Name: _____ Type or Print	Name: _____
Title: _____	Title: _____

EXHIBIT A – MUNICIPAL LEASE

YAMAHA FINANCIAL SERVICES

EQUIPMENT SCHEDULE # 341-2
Dated **03/12/2026**

1. This Schedule covers the following property ("Equipment"):
   1 - Umax Bistro Standard
2. Location of Equipment:

   CITY OF PENSACOLA
   300 TONAWANDA DR.
   PENSACOLA, FL 32521

3. The Lease Terms for the Equipment described herein shall commence on **April 28, 2026** and shall consist of:

   A 42 MONTH LEASE ENDING OCTOBER 2029

4. Rental payments on the Equipment shall be due on the following Schedule of Payments:

04/28/2026	305.00	01/28/2027	305.00	01/28/2028	305.00	01/28/2029	305.00
05/28/2026	305.00	02/28/2027	305.00	02/28/2028	305.00	02/28/2029	305.00
06/28/2026	305.00	03/28/2027	305.00	03/28/2028	305.00	03/28/2029	305.00
07/28/2026	305.00	04/28/2027	305.00	04/28/2028	305.00	04/28/2029	305.00
08/28/2026	305.00	05/28/2027	305.00	05/28/2028	305.00	05/28/2029	305.00
09/28/2026	305.00	06/28/2027	305.00	06/28/2028	305.00	06/28/2029	305.00
10/28/2026	305.00	07/28/2027	305.00	07/28/2028	305.00	07/28/2029	305.00
11/28/2026	305.00	08/28/2027	305.00	08/28/2028	305.00	08/28/2029	305.00
12/28/2026	305.00	09/28/2027	305.00	09/28/2028	305.00	09/28/2029	305.00
		10/28/2027	305.00	10/28/2028	305.00		
		11/28/2027	305.00	11/28/2028	305.00		
		12/28/2027	305.00	12/28/2028	305.00		

5. Interest Factor: **5.32**%

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 **03/12/2026** 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 PENSACOLA	**LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**
By: _____ Signature	By: _____
Name: _____ Type or Print	Name: _____
Title: _____	Title: _____

EXHIBIT A – MUNICIPAL LEASE

YAMAHA FINANCIAL SERVICES

EQUIPMENT SCHEDULE # 341-3
Dated **03/12/2026**

1. This Schedule covers the following property ("Equipment"):
   1 - Umax 2 FI Range Picker
2. Location of Equipment:

   CITY OF PENSACOLA
   300 TONAWANDA DR.
   PENSACOLA, FL 32521

3. The Lease Terms for the Equipment described herein shall commence on **April 28, 2026** and shall consist of:

   A 42 MONTH LEASE ENDING OCTOBER 2029

4. Rental payments on the Equipment shall be due on the following Schedule of Payments:

04/28/2026	279.00	01/28/2027	279.00	01/28/2028	279.00	01/28/2029	279.00
05/28/2026	279.00	02/28/2027	279.00	02/28/2028	279.00	02/28/2029	279.00
06/28/2026	279.00	03/28/2027	279.00	03/28/2028	279.00	03/28/2029	279.00
07/28/2026	279.00	04/28/2027	279.00	04/28/2028	279.00	04/28/2029	279.00
08/28/2026	279.00	05/28/2027	279.00	05/28/2028	279.00	05/28/2029	279.00
09/28/2026	279.00	06/28/2027	279.00	06/28/2028	279.00	06/28/2029	279.00
10/28/2026	279.00	07/28/2027	279.00	07/28/2028	279.00	07/28/2029	279.00
11/28/2026	279.00	08/28/2027	279.00	08/28/2028	279.00	08/28/2029	279.00
12/28/2026	279.00	09/28/2027	279.00	09/28/2028	279.00	09/28/2029	279.00
		10/28/2027	279.00	10/28/2028	279.00		
		11/28/2027	279.00	11/28/2028	279.00		
		12/28/2027	279.00	12/28/2028	279.00		

5. Interest Factor: **5.32**%

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 **03/12/2026** 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 PENSACOLA	**LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**
By: _____ Signature	By: _____
Name: _____ Type or Print	Name: _____
Title: _____	Title: _____

EXHIBIT A – MUNICIPAL LEASE

YAMAHA FINANCIAL SERVICES

EQUIPMENT SCHEDULE # 341-4
Dated **03/12/2026**

1. This Schedule covers the following property ("Equipment"):
   1 - Umax 2 EFI
2. Location of Equipment:

   CITY OF PENSACOLA
   300 TONAWANDA DR.
   PENSACOLA, FL 32521

3. The Lease Terms for the Equipment described herein shall commence on **April 28, 2026** and shall consist of:

   A 42 MONTH LEASE ENDING OCTOBER 2029

4. Rental payments on the Equipment shall be due on the following Schedule of Payments:

04/28/2026	200.50	01/28/2027	200.50	01/28/2028	200.50	01/28/2029	200.50
05/28/2026	200.50	02/28/2027	200.50	02/28/2028	200.50	02/28/2029	200.50
06/28/2026	200.50	03/28/2027	200.50	03/28/2028	200.50	03/28/2029	200.50
07/28/2026	200.50	04/28/2027	200.50	04/28/2028	200.50	04/28/2029	200.50
08/28/2026	200.50	05/28/2027	200.50	05/28/2028	200.50	05/28/2029	200.50
09/28/2026	200.50	06/28/2027	200.50	06/28/2028	200.50	06/28/2029	200.50
10/28/2026	200.50	07/28/2027	200.50	07/28/2028	200.50	07/28/2029	200.50
11/28/2026	200.50	08/28/2027	200.50	08/28/2028	200.50	08/28/2029	200.50
12/28/2026	200.50	09/28/2027	200.50	09/28/2028	200.50	09/28/2029	200.50
		10/28/2027	200.50	10/28/2028	200.50		
		11/28/2027	200.50	11/28/2028	200.50		
		12/28/2027	200.50	12/28/2028	200.50		

5. Interest Factor: **5.32**%

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 **03/12/2026** 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 PENSACOLA	**LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**
By: _____ Signature	By: _____
Name: _____ Type or Print	Name: _____
Title: _____	Title: _____

REQUEST FOR INSURANCE

YAMAHA FINANCIAL SERVICES

NAME OF INSURANCE AGENT:

ADDRESS:

Lease #: **341-1**

PHONE:

FAX/EMAIL:

RE: **OSCEOLA GOLF COURSE**

Insurance Account #:

The Customer has leased or will be leasing equipment from Yamaha. The Customer is required to provide Yamaha with the following insurance coverage:

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

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance shall not be less than $1000,000.00 combined single limit.

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

A Certificate evidencing such coverage should be emailed to ymfus_cfinsurance@yamaha-motor.com or mailed to Yamaha at the following address:

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

Equipment Covered:
60 - Drive2 AC

Equipment Location:
300 TONAWANDA DR.
PENSACOLA, FL 32521

CITY OF PENSACOLA
(Customer)

By:
(Signature of Authorized Officer)

Title

YAMAHA FINANCIAL SERVICES

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE : OSCEOLA GOLF COURSE
EQUIPMENT SCHEDULE # 227195

OSCEOLA GOLF COURSE **Initialed By** _____

Yield:5.320%

Mon #	Due Date	Payment	Interest
1	03/28/2026	305.00	71.04
2	04/28/2026	305.00	70.04
3	05/28/2026	305.00	69.04
4	06/28/2026	305.00	68.03
5	07/28/2026	305.00	67.02
6	08/28/2026	305.00	66.00
7	09/28/2026	305.00	64.98
8	10/28/2026	305.00	63.96
9	11/28/2026	305.00	62.93
10	12/28/2026	305.00	61.89
11	01/28/2027	305.00	60.86
12	02/28/2027	305.00	59.81
13	03/28/2027	305.00	58.76
14	04/28/2027	305.00	57.71
15	05/28/2027	305.00	56.66
16	06/28/2027	305.00	55.60
17	07/28/2027	305.00	54.53
18	08/28/2027	305.00	53.46
19	09/28/2027	305.00	52.39
20	10/28/2027	305.00	51.31
21	11/28/2027	305.00	50.22
22	12/28/2027	305.00	49.14
23	01/28/2028	305.00	48.04
24	02/28/2028	305.00	46.95
25	03/28/2028	305.00	45.84
26	04/28/2028	305.00	44.74
27	05/28/2028	305.00	43.62
28	06/28/2028	305.00	42.51
29	07/28/2028	305.00	41.39
30	08/28/2028	305.00	40.26
31	09/28/2028	305.00	39.13
32	10/28/2028	305.00	37.99
33	11/28/2028	305.00	36.85
34	12/28/2028	305.00	35.71
35	01/28/2029	305.00	34.56
36	02/28/2029	305.00	33.40
37	03/28/2029	305.00	32.24
38	04/28/2029	305.00	31.08
39	05/28/2029	305.00	29.91
40	06/28/2029	305.00	28.73
41	07/28/2029	305.00	27.55
42	08/28/2029	305.00	26.37
	Totals:	**12,810.00**	**2,072.27**

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE : OSCEOLA GOLF COURSE
EQUIPMENT SCHEDULE # 227194

OSCEOLA GOLF COURSE **Initialed By** _____

Yield:5.320%

Mon #	Due Date	Payment	Interest
1	03/28/2026	200.50	45.12
2	04/28/2026	200.50	44.46
3	05/28/2026	200.50	43.79
4	06/28/2026	200.50	43.12
5	07/28/2026	200.50	42.45
6	08/28/2026	200.50	41.77
7	09/28/2026	200.50	41.10
8	10/28/2026	200.50	40.42
9	11/28/2026	200.50	39.73
10	12/28/2026	200.50	39.05
11	01/28/2027	200.50	38.36
12	02/28/2027	200.50	37.67
13	03/28/2027	200.50	36.97
14	04/28/2027	200.50	36.27
15	05/28/2027	200.50	35.57
16	06/28/2027	200.50	34.87
17	07/28/2027	200.50	34.16
18	08/28/2027	200.50	33.45
19	09/28/2027	200.50	32.74
20	10/28/2027	200.50	32.02
21	11/28/2027	200.50	31.30
22	12/28/2027	200.50	30.58
23	01/28/2028	200.50	29.86
24	02/28/2028	200.50	29.13
25	03/28/2028	200.50	28.40
26	04/28/2028	200.50	27.66
27	05/28/2028	200.50	26.92
28	06/28/2028	200.50	26.18
29	07/28/2028	200.50	25.44
30	08/28/2028	200.50	24.69
31	09/28/2028	200.50	23.94
32	10/28/2028	200.50	23.19
33	11/28/2028	200.50	22.43
34	12/28/2028	200.50	21.67
35	01/28/2029	200.50	20.91
36	02/28/2029	200.50	20.14
37	03/28/2029	200.50	19.37
38	04/28/2029	200.50	18.60
39	05/28/2029	200.50	17.82
40	06/28/2029	200.50	17.04
41	07/28/2029	200.50	16.26
42	08/28/2029	200.50	15.47
	Totals:	**8,421.00**	**1,290.09**

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE : OSCEOLA GOLF COURSE
EQUIPMENT SCHEDULE # 227193

OSCEOLA GOLF COURSE **Initialed By** _____

Yield:5.320%

Mon #	Due Date	Payment	Interest
1	03/28/2026	279.00	60.31
2	04/28/2026	279.00	59.37
3	05/28/2026	279.00	58.44
4	06/28/2026	279.00	57.50
5	07/28/2026	279.00	56.55
6	08/28/2026	279.00	55.60
7	09/28/2026	279.00	54.65
8	10/28/2026	279.00	53.69
9	11/28/2026	279.00	52.73
10	12/28/2026	279.00	51.77
11	01/28/2027	279.00	50.80
12	02/28/2027	279.00	49.83
13	03/28/2027	279.00	48.85
14	04/28/2027	279.00	47.87
15	05/28/2027	279.00	46.88
16	06/28/2027	279.00	45.89
17	07/28/2027	279.00	44.90
18	08/28/2027	279.00	43.90
19	09/28/2027	279.00	42.90
20	10/28/2027	279.00	41.89
21	11/28/2027	279.00	40.88
22	12/28/2027	279.00	39.87
23	01/28/2028	279.00	38.85
24	02/28/2028	279.00	37.82
25	03/28/2028	279.00	36.79
26	04/28/2028	279.00	35.76
27	05/28/2028	279.00	34.72
28	06/28/2028	279.00	33.68
29	07/28/2028	279.00	32.64
30	08/28/2028	279.00	31.59
31	09/28/2028	279.00	30.53
32	10/28/2028	279.00	29.47
33	11/28/2028	279.00	28.41
34	12/28/2028	279.00	27.34
35	01/28/2029	279.00	26.27
36	02/28/2029	279.00	25.19
37	03/28/2029	279.00	24.11
38	04/28/2029	279.00	23.02
39	05/28/2029	279.00	21.93
40	06/28/2029	279.00	20.83
41	07/28/2029	279.00	19.73
42	08/28/2029	279.00	18.62
	Totals:	**11,718.00**	**1,682.36**

YAMAHA
FINANCIAL SERVICES

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE : OSCEOLA GOLF COURSE
EQUIPMENT SCHEDULE # 227192

OSCEOLA GOLF COURSE **Initialed By** _____

Yield:5.320%

Mon #	Due Date	Payment	Interest
1	03/28/2026	5,700.00	1,510.30
2	04/28/2026	5,700.00	1,492.36
3	05/28/2026	5,700.00	1,474.34
4	06/28/2026	5,700.00	1,456.25
5	07/28/2026	5,700.00	1,438.08
6	08/28/2026	5,700.00	1,419.83
7	09/28/2026	5,700.00	1,401.51
8	10/28/2026	5,700.00	1,383.10
9	11/28/2026	5,700.00	1,364.62
10	12/28/2026	5,700.00	1,346.06
11	01/28/2027	5,700.00	1,327.42
12	02/28/2027	5,700.00	1,308.70
13	03/28/2027	5,700.00	1,289.89
14	04/28/2027	5,700.00	1,271.01
15	05/28/2027	5,700.00	1,252.05
16	06/28/2027	5,700.00	1,233.01
17	07/28/2027	5,700.00	1,213.88
18	08/28/2027	5,700.00	1,194.67
19	09/28/2027	5,700.00	1,175.38
20	10/28/2027	5,700.00	1,156.01
21	11/28/2027	5,700.00	1,136.55
22	12/28/2027	5,700.00	1,117.02
23	01/28/2028	5,700.00	1,097.39
24	02/28/2028	5,700.00	1,077.69
25	03/28/2028	5,700.00	1,057.90
26	04/28/2028	5,700.00	1,038.02
27	05/28/2028	5,700.00	1,018.06
28	06/28/2028	5,700.00	998.02
29	07/28/2028	5,700.00	977.88
30	08/28/2028	5,700.00	957.67
31	09/28/2028	5,700.00	937.36
32	10/28/2028	5,700.00	916.97
33	11/28/2028	5,700.00	896.49
34	12/28/2028	5,700.00	875.92
35	01/28/2029	5,700.00	855.27
36	02/28/2029	5,700.00	834.53
37	03/28/2029	5,700.00	813.69
38	04/28/2029	5,700.00	792.77
39	05/28/2029	5,700.00	771.76
40	06/28/2029	5,700.00	750.66
41	07/28/2029	5,700.00	729.47
42	08/28/2029	5,700.00	708.19
	Totals:	**239,400.00**	**47,067.78**

FIRST PAYMENT INVOICE

YAMAHA FINANCIAL SERVICES

PLEASE SEND YOUR PAYMENTS TO: **YAMAHA MOTOR FINANCE CORP., U.S.A.**
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 341-1

Date Prepared: 03/12/2026

CITY OF PENSACOLA
300 TONAWANDA DR.
PENSACOLA, FL 32521

Due Date	*Sequence No.*	*Dscription*	*Amount Due*
04/28/2026	**341-1**	**60 - Drive2 AC** ***Located at:*** **OSCEOLA GOLF COURSE**	

Payment	$5,700.00 USD
Payment Tax	$417.00 USD
YOUR ACCOUNT BALANCE IS	**$6,117.00 USD**

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

- -

PLEASE SEND YOUR PAYMENTS TO: **YAMAHA MOTOR FINANCE CORP., U.S.A.**
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 341-1

Date Prepared: 03/12/2026

Payment for:

CITY OF PENSACOLA
300 TONAWANDA DR.
PENSACOLA, FL 32521

341-1

$_____	_____	#_____
Amount Paid	***Date Paid***	***Check Number***

FIRST PAYMENT INVOICE

YAMAHA FINANCIAL SERVICES

PLEASE SEND YOUR PAYMENTS TO: **YAMAHA MOTOR FINANCE CORP., U.S.A.**
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 341-2

Date Prepared: 03/12/2026

CITY OF PENSACOLA
300 TONAWANDA DR.
PENSACOLA, FL 32521

Due Date	*Sequence No.*	*Description*	*Amount Due*
04/28/2026	**341-2**	**1 - Umax Bistro Standard** ***Located at:*** **OSCEOLA GOLF COURSE**	
		Payment	$305.00 USD
		Payment Tax	$22.88 USD
		YOUR ACCOUNT BALANCE IS	**$327.88 USD**

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

PLEASE SEND YOUR PAYMENTS TO: **YAMAHA MOTOR FINANCE CORP., U.S.A.**
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 341-2

Date Prepared: 03/12/2026

Payment for:

CITY OF PENSACOLA
300 TONAWANDA DR.
PENSACOLA, FL 32521

341-2

$_____ ***Amount Paid***

_____ ***Date Paid***

#_____ ***Check Number***

FIRST PAYMENT INVOICE

YAMAHA FINANCIAL SERVICES

PLEASE SEND YOUR PAYMENTS TO: **YAMAHA MOTOR FINANCE CORP., U.S.A.**
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 341-3

Date Prepared: 03/12/2026

CITY OF PENSACOLA
300 TONAWANDA DR.
PENSACOLA, FL 32521

Due Date	*Sequence No.*	*Description*	*Amount Due*
04/28/2026	**341-3**	**1 - Umax 2 FI Range Picker** ***Located at:*** **OSCEOLA GOLF COURSE**	

Payment	$279.00 USD
Payment Tax	$20.93 USD
YOUR ACCOUNT BALANCE IS	**$299.93 USD**

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

PLEASE SEND YOUR PAYMENTS TO: **YAMAHA MOTOR FINANCE CORP., U.S.A.**
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 341-3

Date Prepared: 03/12/2026

Payment for:

CITY OF PENSACOLA
300 TONAWANDA DR.
PENSACOLA, FL 32521

341-3

$_____	_____	#_____
Amount Paid	***Date Paid***	***Check Number***

FIRST PAYMENT INVOICE

YAMAHA FINANCIAL SERVICES

PLEASE SEND YOUR PAYMENTS TO: **YAMAHA MOTOR FINANCE CORP., U.S.A.**
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 341-4

Date Prepared: 03/12/2026

CITY OF PENSACOLA
300 TONAWANDA DR.
PENSACOLA, FL 32521

Due Date	*Sequence No.*	*Description*	*Amount Due*
04/28/2026	**341-4**	**1 - Umax 2 EFI** ***Located at:*** **OSCEOLA GOLF COURSE**	

Payment	$200.50 USD
Payment Tax	$15.04 USD
YOUR ACCOUNT BALANCE IS	**$215.54 USD**

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

PLEASE SEND YOUR PAYMENTS TO: **YAMAHA MOTOR FINANCE CORP., U.S.A.**
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 341-4

Date Prepared: 03/12/2026

Payment for:

CITY OF PENSACOLA
300 TONAWANDA DR.
PENSACOLA, FL 32521

341-4

$_____	_____	#_____
Amount Paid	***Date Paid***	***Check Number***

UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE - MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Address: 6555 KATELLA AVE, CYPRESS, CA 90630

I certify that:
Name of Firm (Buyer):_____
Address:_____

is engaged as a registered
o Wholesaler
o Retailer
o Manufacturer
o Seller (California)
o Lessor (see notes on pages 2-4)
o Other (Specify)_____

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service[1] to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business:_____
General description of tangible property or taxable services to be purchased from the Seller:_____
GOLF CARS AND RELATED ACCESSORIES

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL[1]		MO16	
AR		NE17	
AZ[2]		NV	
CA[3]		NJ	
CO[4]		NM4,18	
CT[5]		NC19	
DC[6]		ND	
FL[7]		OH20	
GA[8]		OK21	
HI4,9		PA22	
ID		RI23	
IL4,10		SC	
IA		SD24	
KS		TN	
KY11		TX25	
ME12		UT	
MD13		VT	
MI14		WA26	
MN15		WI27	

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature:_____
(Owner, Partner, or Corporate Officer)
Title:_____
Date:_____

ACH / ONLINE PAYMENTS AGREEMENT RECITALS

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

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

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

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

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

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

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

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

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

Address for Delivery of Notice:

ACH / ONLINE PAYMENTS AGREEMENT RECITALS

YAMAHA FINANCIAL SERVICES

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Customer Name _____CITY OF PENSACOLA_____

Customer Number ____341_____

Contact Phone Number_____

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

☐ Checking Account or
☐ Savings Account

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

Depository Name_____

Branch_____

City_____State_____Zip_____

Bank Routing Number_____

Bank Account Number_____

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

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

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

Name(s)_____(Please Print)

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

Signature(s)_____

Date_____

INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

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

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

ATTACHMENT "A"

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion: means:
1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under the penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

ATTACHMENT "B"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

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

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 Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-421 | Agenda Conference | 4/6/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF DONATION AGREEMENT WITH THE PENSACOLA HERITAGE FOUNDATION, INC. - PLACEMENT OF ALEXANDER STODDART STATUE - BAYVIEW COMMUNITY RESOURCE CENTER

RECOMMENDATION:

That City Council approve the donation agreement between the City of Pensacola and The Pensacola Heritage Foundation, Inc. for placement of the Alexander Stoddart Statue at Bayview Community Resource Center. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this donation agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #8: Neighborhoods that Celebrate Culture and Honor Legacy.

Alexander Stoddart was a wealthy business man from New York who moved to the south in the late 1800s. Stoddart's contribution to Pensacola was the investment he made in the development of East Hill and Bayview Park.

The City of Pensacola and The Pensacola Heritage Foundation, Inc., are seeking City Council approval to enter into a donation agreement for the Alexander Stoddart Statue that will be placed at the Bayview Community Center. This agreement will continue unless the statute is removed.

PRIOR ACTION:

February 17, 2026 - The donation agreement was reviewed by the Parks and Recreation Board.

FUNDING:

N/A

FINANCIAL IMPACT:

The Pensacola Heritage Foundation Inc. will cover the costs of creating the statue and its maintenance during the duration of the agreement.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

3/20/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Tonya Byrd, Parks and Recreation Director

ATTACHMENTS:

1. Donation Agreement
2. Background Information - Alexandar Stoddart

PRESENTATION: No

DONATION AGREEMENT BY AND BETWEEN

THE PENSACOLA HERITAGE FOUNDATION, INC.

AND

THE CITY OF PENSACOLA

This Donation Agreement (the "**Agreement**") is dated and effective as of this_____ day of January, 2026 ("**Effective Date**"), and is by and between **THE PENSACOLA HERITGAGE FOUNDATION, INC.**, a Florida not for profit corporation, located at 1201 N. 9th Avenue, Pensacola, Florida 32501 (the "**Donor**"), and **THE CITY OF PENSACOLA**, a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502 (the "**City**") (the City and Donor collectively referred to hereinafter as the "**Parties**").

W I T N E S S E T H:

WHEREAS, the Donor is the owner of a certain statue entitled the **Alexander Stoddart Statue** (the "**Statue**"); and

WHEREAS, the Donor desires to donate the Statue to the City, subject to the terms and conditions of this Agreement, and the City desires to accept such donation subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the forgoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Donor and the City do hereby covenant and agree as follows:

ARTICLE ONE – DONATION AND CONVEYANCE

1.1 **DONATION OF THE STATUE**. Subject to the terms of this Agreement, the Donor agrees to donate and convey to the City, and the City agrees to accept the following Statue:

A life-size bronze statute of Alexander Stoddart walking his St. Bernard dog and tipping his hat, that is approximately five feet and six inches for Alexander Stoddart and three feet for his St. Bernard, and created by sculptor Randy New_(the "**Sculptor**"), as depicted and more particularly described in **Exhibit A** attached hereto.

1.2 **DONOR REPRESENTATIONS.** Donor represents that Donor is the sole owner of the Statue, owns all intellectual property rights and copyright, and all rights of any kind in and to the Statue, that no one other than Donor, including the Sculptor of the Statue, has any rights in the

Statue, and that Donor has full power and ability to transfer all ownership and rights in the Statue to the City pursuant to the terms of this Agreement.

1.3 **CITY REPRESENTATIONS.** The City has the right, power and authority to enter into this Agreement, and to accept the Statue from the Donor and to perform the obligations set forth in this Agreement. Furthermore, the persons signing this Agreement possess the authority to execute such documents on behalf of the City.

ARTICLE TWO –TRANSPORTATION, DELIVERY AND INSTALLATION

2.1 **LOCATION.** Donor and the City agree that the Statue will be located at the small plot of land in front of the Bayview Community Center. The location of the Statue is depicted and more particularly described in **Exhibit B** attached hereto. At any time prior to installation, the City reserves the sole discretion to change the location of the Statue. The Donor shall be responsible for any cost associated with such change in location prior to installation.

2.2 **TRANSPORTATION AND DELIVERY.** Upon delivery and installation of the Statute, all ownership and rights in the Statute transfer to the City. Donor shall be solely responsible for the transportation and delivery of the Statue upon full execution of this Agreement. The Donor shall arrange for a delivery date that is mutually agreeable to the City. The Statue shall be transported to and unloaded by the Donor at Bayview Community Center, at the Donor's sole expense and without cost to the City. Donor shall be solely responsible for any damage or loss to the Statue upon transportation and delivery.

2.3 **INSTALLATION**. The Donor, in coordination with the City, is responsible for installation of any necessary foundation for the Statute and responsible for installation of the Statue in accordance with applicable law. The Donor shall be solely responsible for all labor and material costs associated with installing and securing the Statue and its foundation. The Donor is responsible for obtaining all required licenses, permits, and approvals from the City and any other applicable governmental authority prior to installation. The Donor shall be solely responsible for any damage or loss of the Statue or to City property upon installation of the Statue, including any damage to surrounding landscaping. In the event that the Statute or City property, including surrounding landscaping, is damaged upon installation, the Donor has fourteen (14) days to make any and all repairs.

2.4 **RELOCATION.** The City, in its sole discretion, shall have the right to relocate the Statue from the initial installation site(s) for any reason.

ARTICLE THREE – ONGOING MAINTENANCE, REMOVAL AND DIPSOSAL

3.1 **MAINTENANCE PLAN AND FUNDING.** In the event that the Statue or its foundation requires any maintenance, the City shall notify the Donor with a maintenance request. The Donor agrees to fund a maintenance account for the Statue with funds sufficient to conduct routine and

special maintenance over the lifespan of the Statue, including funds to repair the Statue in the event of vandalism. When the City submits a maintenance request to the Donor, the Donor has thirty (30) days to complete the requested maintenance or, in the event that maintenance will require more than thirty (30) days to complete, will provide the City with a detailed timeline of expected maintenance within thirty (30) days of the City's maintenance request. If the City contacts the Donor regarding maintenance and the Donor either refuses to provide maintenance funds or lacks sufficient funds for maintenance, or the Donor fails to respond to the City's request within thirty (30) days, the City, at its sole discretion, may fund the maintenance itself or choose to remove, relocate, or dispose of the Statue.

3.2 **REMOVAL AND DISPOSAL.** Upon execution of this Agreement, the City, in its sole discretion, has the right to temporarily or permanently remove or dispose of the Statue at any time, regardless of maintenance status. In the event the City chooses to permanently remove or dispose of the Statue, the Donor will be notified in writing thirty (30) days in advance, unless the Statue poses a risk to public safety. The Donor shall have the first right to reclaim the Statue upon the City's permanent removal of the Statue from City property. The Donor shall notify the City in writing within thirty (30) days of its desire to reclaim the Statute and shall have thirty (30) additional days to remove the Statute from City property. If the Donor reclaims the Statue, the cost of removal and transportation shall be at the Donor's sole expense. If the Donor does not reclaim the Statute or fails to remove the Statute within thirty (30) days of Donor's written intent to reclaim, the City shall have the right to remove the Statute. If the City determines that the Statute poses a risk to public safety, the City has the right to remove the Statute immediately without providing the Donor the opportunity to reclaim prior to removal.

ARTICLE FOUR – INSURANCE & INDEMNIFICATION

4.1 **INSURANCE.** Prior to the Donor or any subcontractor transporting, delivering or installing the Statue pursuant to this Agreement, and prior to the Donor conducting any maintenance to the Statue on City property, the Donor shall provide proof of insurance in conformance with **Attachment B**, which is incorporated into this Agreement by this reference.

4.2 **INDEMNIFICATION AND HOLD HARMLESS.** The Donor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively "Indemnified Parties") from and against all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or part, directly or indirectly:

(i) The performance of this Agreement (including any amendments hereto) by the Donor, its employees, volunteers, agents, representatives, or subcontractors; or

(ii) The failure of the Donor, its employees, volunteers, agents, representatives or subcontractors to comply and conform with applicable laws;

(iii) Any negligent act or omission of the Donor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Donor, its employees, volunteers, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(iv) Any reckless or intentional wrongful act or omission of the Donor, its employees, volunteers, agents, representatives, or subcontractors; or

(v) The Donor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable laws (including but not limited to Florida's laws regarding public records and the Florida's laws regarding operation of government in the sunshine); or

(vi) Any claim by any third party premised on a claim that the third party has any interest or right of any kind in the Statue.

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Donor pursuant to this Agreement or otherwise obtained by the Donor and the provisions of this paragraph survive the termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such termination. Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign immunity or limitations promulgated under Florida Statute 768.28.

ARTICLE FIVE – DEFAULT OR TERMINATION

5.1 **DONOR DEFAULT.** In the event that the Donor fail to perform any of their obligations under this Agreement for any reason other than the City's default, the City shall be entitled, following written notice to the Donor and thirty (30) days during which period the Donor may cure the default, to (a) elect to terminate this Agreement by written notice to the Donor, in which event the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); or (b) waive the applicable default and continue this Agreement.

ARTICLE SIX - MISCELLANEOUS

6.1 **ENTIRE AGREEMENT; COUNTERPARTS; AMENDMENTS.** This Agreement constitutes the entire agreement between the Donor and the City with respect to the donation contemplated herein, and it supersedes all prior understandings or agreements between the Donor and the City. This Agreement may be executed in one or more duplicate original counterparts, each of which shall be effective as and shall constitute an original document binding upon the party or parties singing the same.

6.2 **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Donor and the City hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

6.3 **WAIVER; MODIFICATION.** Failure by the Donor or the City to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

6.4 **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** This Agreement shall be governed by, and construed under, the laws of the State of Florida. Any claim, action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in Escambia County, State of Florida, and each of the parties hereto hereby consents to the jurisdiction of such court and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit, or proceeding in any such court or that any such claim, action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum. The parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement.

6.5 **EFFECT OF HEADINGS.** The title of this Agreement and the subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

6.6 **FLORIDA PUBLIC RECORDS ACT.** The parties acknowledge, understand and agree that this Agreement, all associated documents, and all written and electronic communications between the parties are subject to public disclosure pursuant to Chapter 119, Florida Statutes ("Florida Public Records Act.") The Donor acknowledges that if the Donor is a "contractor" as defined in F.S. 119.0701(1)(a), the Donor shall comply with all applicable public records law, and specifically with the requirements listed in **Attachment A.**

6.7 **SOVEREIGN IMMUNITY.** Nothing herein is intended to serve as a waiver of the City's sovereign immunity to which sovereign immunity applies, nor as a waiver of any applicable limitation on the City's liability for monetary damages as provided by the laws and/or Constitution of the State of Florida.

6.8 **E-VERIFY.** In compliance with the provisions of F.S. 448.095, the parties to this Agreement and any subcontractors engaged in the performance of this Agreement hereby certify that, to the extent required by law, they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

6.9 **NOTICES.** All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be

(notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, (b) one business day after having been deposited with an expedited, overnight courier service, or (c) when delivered by electronic mail, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to Donor:	Pensacola Heritage Foundation, Inc. 1201 N. 9th Avenue Pensacola, Florida 32501 Attn: Reese Williams Email: reesewilliams@att.net
With a copy to:	Pensacola Heritage Foundation, Inc. 1201 N. 9th Avenue Pensacola, Florida 32501 Attn: Norman Haines Email: normhaines@cox.net
If to City:	City of Pensacola 222 West Main Street Pensacola, Florida 32502 Attn: Tonya Byrd, Parks & Recreation Director Email: tbyrd@cityofpensacola.com
With a copy to:	City of Pensacola 222 West Main Street Pensacola, Florida 32502 Attn: Adam Cobb, City Attorney Email: acobb@cityofpensacola.com

[A separate signature page follows.]

IN WITNESS WHEREOF, the Donor and the City have executed this Agreement as of the Effective Date.

PENSACOLA HERITAGE FOUNDATION

_____
Printed Name

_____
Signature

_____
Title

Date_____

CITY OF PENSACOLA, FLORIDA

_____
D.C. Reeves, Mayor

Date_____

Attest: _____
Ericka Burnett, City Clerk

Date_____

Approved as to substance:

_____
Department Director

Date_____

Legal in form and valid as drawn:

_____
Grace Parola, Assistant City Attorney

ATTACHMENT "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

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

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 Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

State of Florida

ATTACHMENT "B"
INSURANCE AND INDEMNIFICATION

GENERAL

Before transporting, delivering, or installing the Statue, and before conducting any maintenance or work on the Statue and until termination of work for, or on behalf of the **City**, the Donor shall provide proof of insurance of the types and limits specified.

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

COVERAGE

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

Worker's Compensation

The Donor or its subcontractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least $100,000 each person – accident, $100,000 each person – disease, $500,000 aggregate – disease. Donor may provide a workers' compensation exemption certificate issued by the Florida Division of Workers Compensation to satisfy this requirement.

Commercial General and Umbrella Liability Coverages

The Donor or its subcontractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of $1,000,000 per occurrence, and per accident, for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Donor or its subcontractor agrees to have such limits of $1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent contractors,

and property damage resulting from, explosion, collapse or underground (x,c,u) exposures. The coverage shall be written on occurrence-type basis.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. If required by the City, the Donor shall furnish copies of the Donor's insurance polices, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee**. If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Donor shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Donor shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

INSURANCE OF THE DONOR PRIMARY

The Donor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Donor's coverage. The Donor's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY

The Donor shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Donor shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Donor for the protection of all persons, including employees and property. The Donor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Donor shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Donor and persons employed or utilized by the Donor in the performance of this Agreement. The Donor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Donor agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Governing Law and Venue

This Agreement is governed and construed in accordance with laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of the Agreement. Venue for any claim, actions or proceedings arising out of this Agreement shall be Escambia County, Florida.

Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name:_____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title:_____

Address:_____

City:_____State: _____ZIP:_____

Phone Number: _____

Email Address: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:
1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.
(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED
SIGNATURE

Print Name and Title:_____

Date:_____

Exhibit A

Stoddart statue is 5”6” tall.

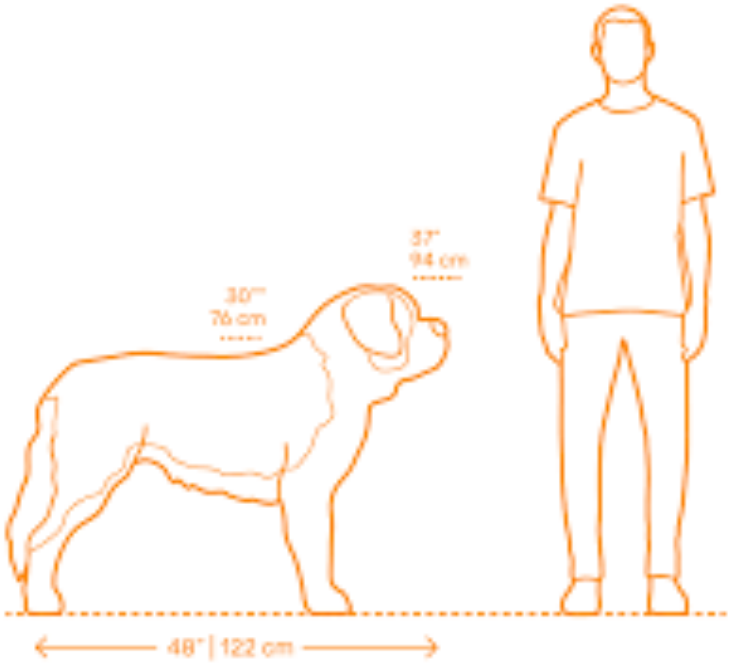
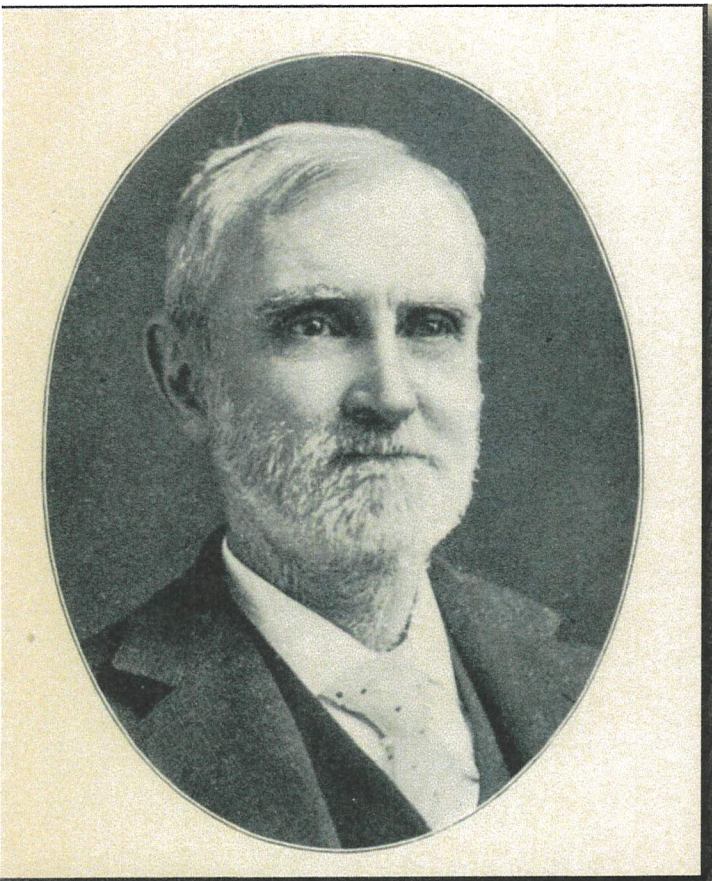


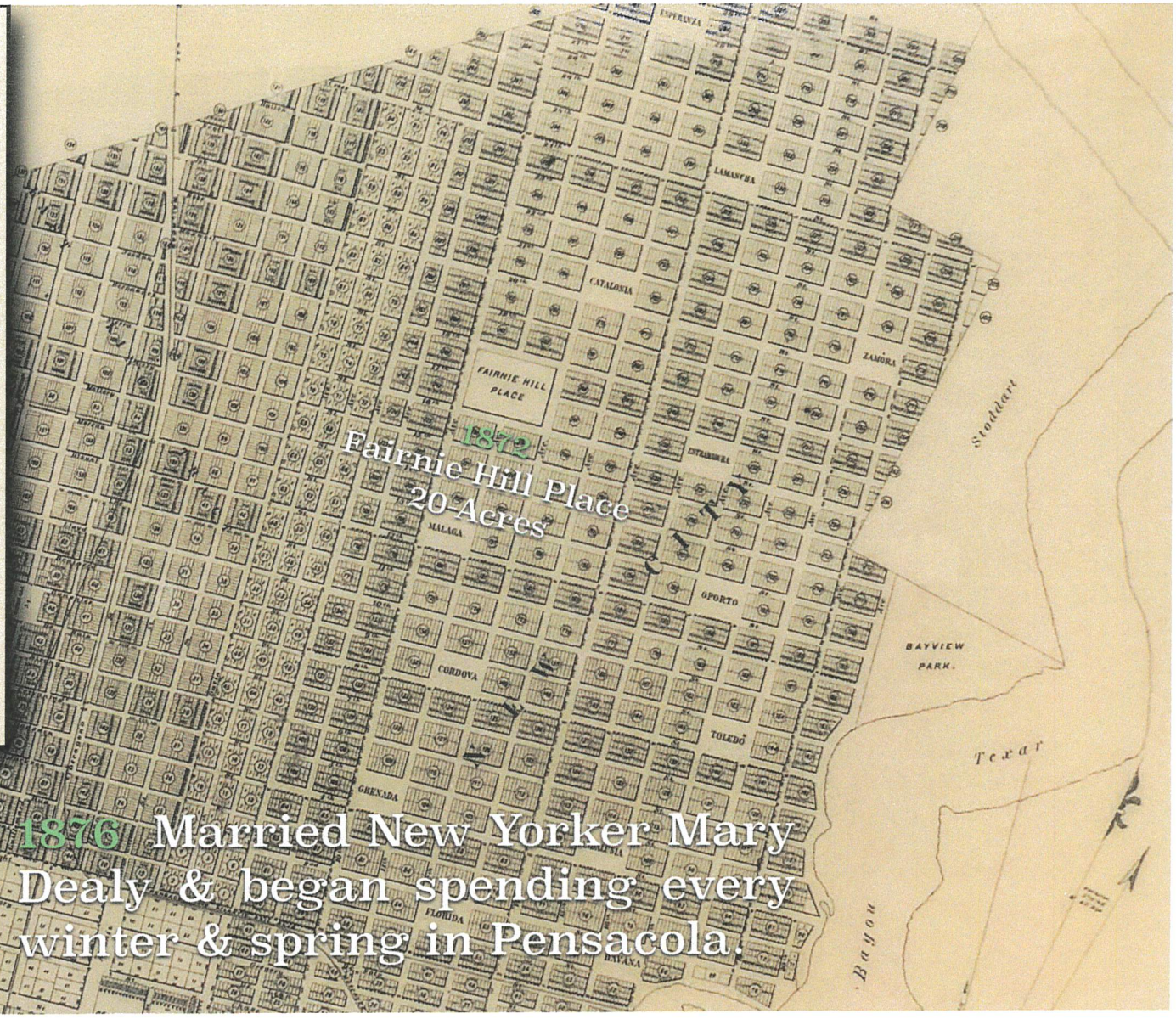
Exhibit B

The placement site is the small plot of land in front of the Bayview Community Center currently planted in Monkey Grass. The dog water park is to the right and the fenced dog park is to the left.



Alexander Stoddart

Alexander Stoddart
(1836-1906)

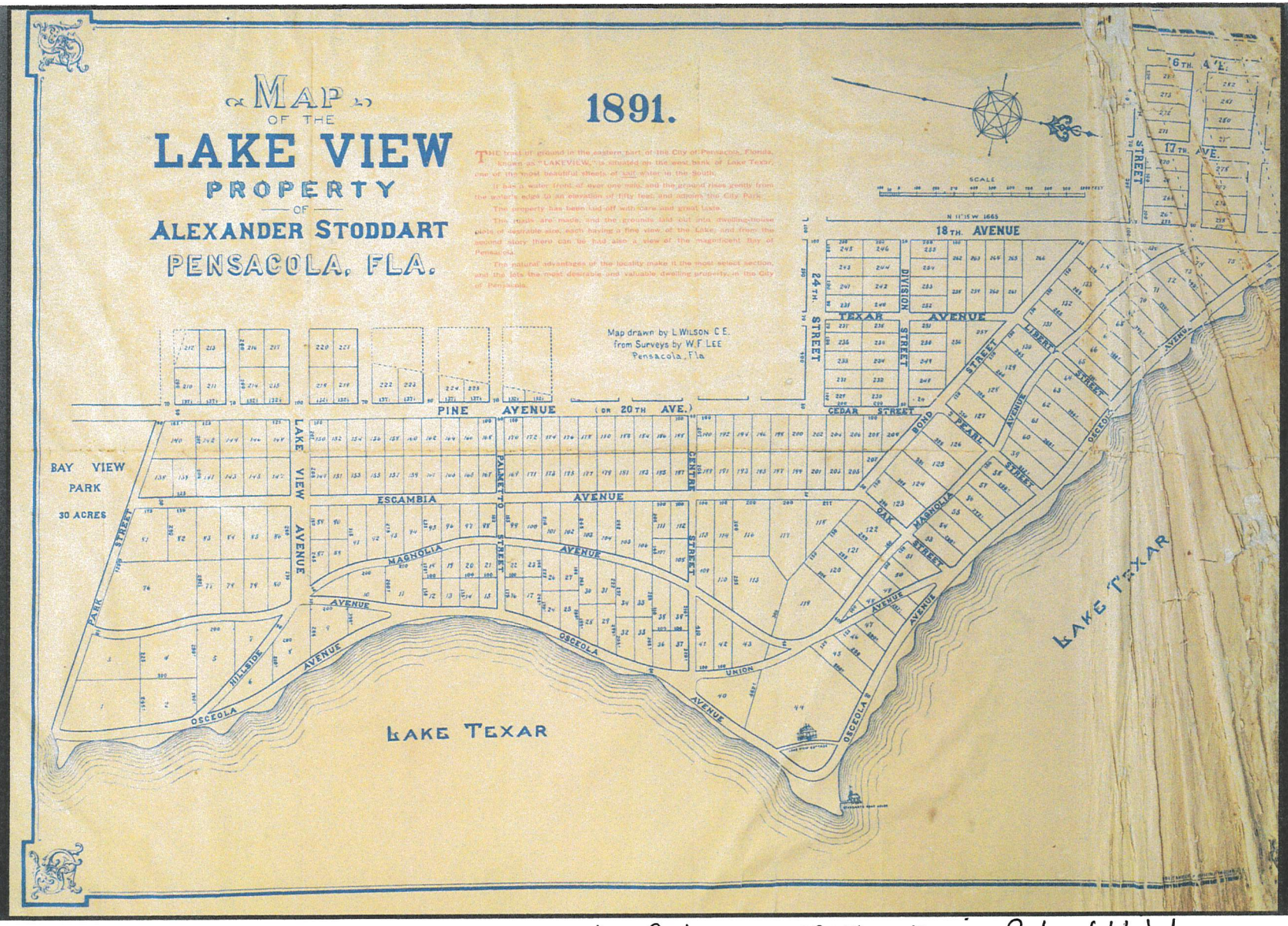


1872 Fairnie Hill Place 20 Acres

1876 Married New Yorker Mary Dealy & began spending every winter & spring in Pensacola.

Lake View Cottage, Clubhouse & Barn 1890s
Burton
PENSACOLA FLA.

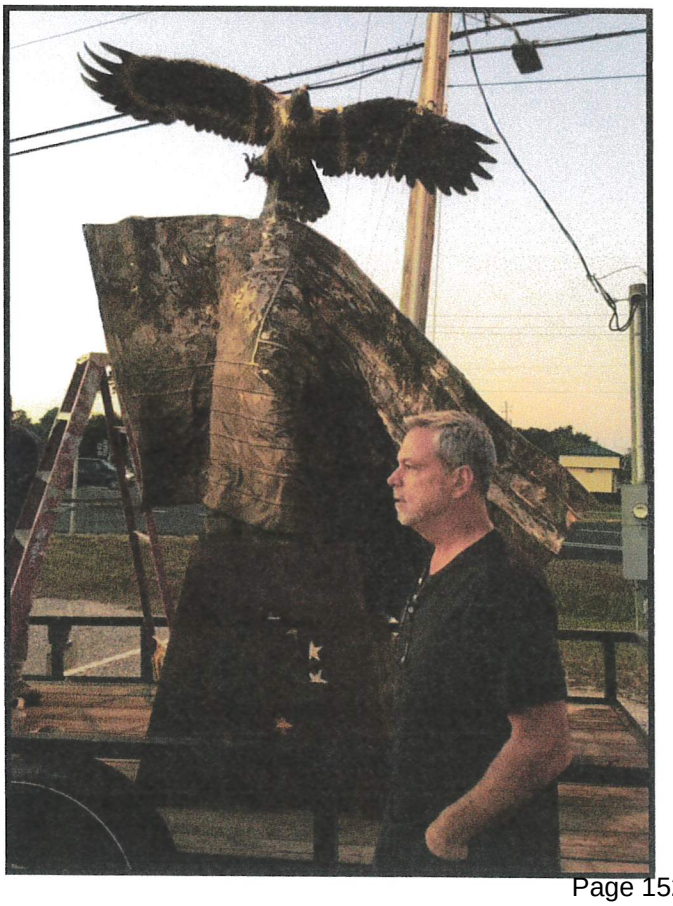
Lake View Boathouse
1890s
Burton
PENSACOLA, FLA.



1878 - 1887 - Roads to Bayview Park
Development of East Hill

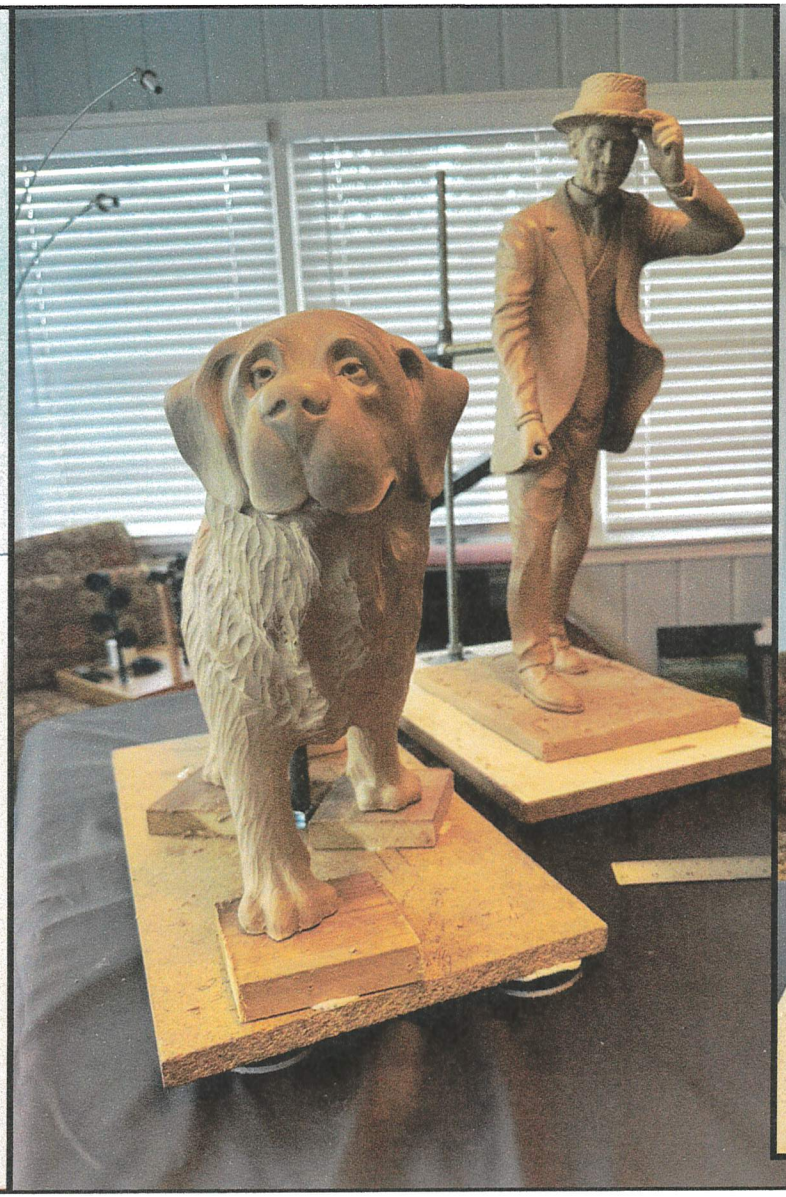
1905 - Bayview Park established
1927 - STODDARD BACK TO LAKEVIEW
Developed the Roads to the Park

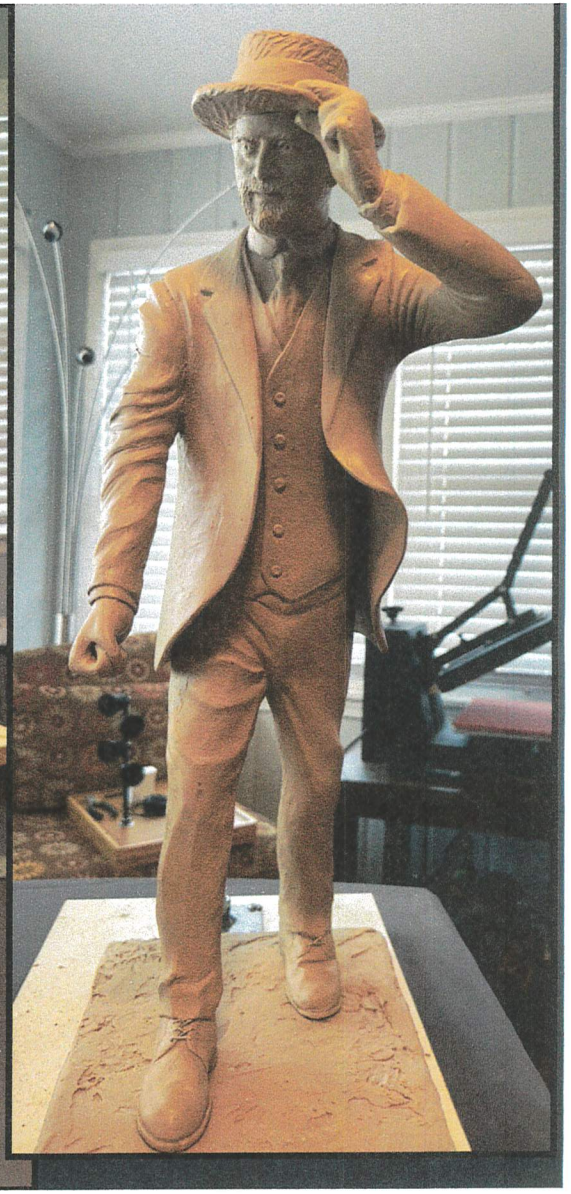
Sculptures by Randy New



Bayview Park Community Center

Sculptor Randy New
Alexander Stoddart and faithful Companion at Bayview Park
RNew '25





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-422 | Agenda Conference | 4/6/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH BILL BOND LEAGUE OF PENSACOLA

RECOMMENDATION:

That City Council approve the lease agreement between the City of Pensacola Parks and Recreation Department and Bill Bond League of Pensacola, to lease the Roger Scott Baseball Field. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #3: Support for Youth Experiences.

The City of Pensacola Parks and Recreation Department and Bill Bond League of Pensacola are seeking approval from the City Council to enter into a lease agreement that allows the City to give access to Bill Bond League of Pensacola, a Florida not-for-profit corporation, to utilize Roger Scott Baseball Field for conducting a youth baseball program for the purpose of promoting positive physical, mental, and social development of participating youth. Bill Bond League of Pensacola agrees to pay the City of Pensacola $10 per participating child per season. The term of the lease will begin upon signature of the last signing party and end on June 30, 2028.

PRIOR ACTION:

March 17, 2026 - The lease was reviewed by the Parks and Recreation Board.

FUNDING:

N/A

FINANCIAL IMPACT:

The city will receive $10 per participating child per season. Fee subject to annual review by the city and may increase no more than $5 per participating child, per season within the first two years.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

3/20/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Tonya Byrd, Parks and Recreation Director

ATTACHMENTS:

1. Youth Sports Organization Memorandum of Understanding

PRESENTATION: No

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PENSACOLA
AND
BILL BOND LEAGUE OF PENSACOLA

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made and entered into this _____ day of _____, 2026 ("**Effective Date**"), by and between the **City of Pensacola**, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the "**City**") and **Bill Bond League of Pensacola** (the "**Provider**"), a Florida not-for-profit corporation whose principal address is 2130 Summit Blvd. Roger Scott Athletic Complex, Pensacola, FL.

1. STATEMENT OF PURPOSE

The City owns certain real property having a postal address of 2130 Summit Blvd. Roger Scott Athletic Complex, Pensacola, FL, 32503, known as **Roger Scott Baseball Field** (the "**Property**"). The City and the Provider mutually agree for the Provider to utilize the Property, including auxiliary parks, for conducting a youth baseball program (the "**Program**") for the purpose of promoting positive physical, mental, and social development of participating players.

2. TERM

The term of this MOU shall commence upon signature of the last signing party and terminate on June 30, 2028. This MOU supersedes all other agreements between the City and the Provider for use of the Property.

3. TERMINATION FOR CONVENIENCE

Either the City or the Provider may terminate this MOU for convenience by providing a minimum of one hundred eighty (180) days written notice to the other party of its intent to terminate this MOU.

4. MOU PAYMENTS

The Provider agrees to pay the City of Pensacola $10 per participating child per season. The Provider must provide a roster of all youth participating in the Program along with the full payment no later than thirty (30) days after the first practice of each season. The Provider may assign a number to each participating child or provide first names only in lieu of providing first and last name of each participating child on such roster. The fee is subject to annual review by the City and may increase no more than $5 per participating child, per season within the first two years. Notice of such fee increases shall be provided by the City to the Provider a minimum of one hundred and twenty (120) days prior to the start of the season for which the City requests the increase.

5. USE OF PREMISES

The Property shall be used by the Provider solely for the purposes as stated within Section 1. Any use for a purpose outside of the purpose stated within Section 1 must be approved by the City in writing prior to that use by the Provider. The Provider agrees to

coordinate and cooperate with the City's Parks and Recreation Department for use of the Property to allow for any City-sponsored recreational programs.

The Provider agrees to seek and obtain prior written approval from the City before undertaking any activity on or near the Property that may adversely affect the adjacent residential or commercial property.

a. **CONCESSIONS**: The Provider may maintain concession activity or contract with concessionaires for food and drink during the Program. The Provider and its concessionaires must comply with all applicable ordinances and health regulations and rules and regulations from the City as may exist from time to time. The City is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The Provider is responsible for ensuring all concession personnel are compliant with the Florida Department of Business and Professional Regulation food service licensing and requirements and will provide proof of such licensing to the City upon request. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. The Provider must ensure that any area used for concessions is properly cleaned and garbage removed and properly disposed of following such use.

b. **FIELD MAINTENANCE**: City will maintain game fields and practice fields in its discretion and at its own expense, allowing for rest periods between seasons. The Provider agrees not to host any camps or clinics during rest periods without prior written permission from the City. Additional maintenance performed by the Provider shall be done only with express written consent by the City and is considered optional and not reimbursable by the City.
c. **PROHIBITED ACTIVITIES**: The Provider is strictly prohibited from organizing, sanctioning or scheduling any invitational tournaments, showcases, or non-league competitions unless explicitly approved in writing by the City. For the purposes of this Section, an "invitational tournament" is defined as any athletic event or series of games:

- That includes teams outside of the regular league structure; and
- That is attended based on a private or selective invitation.

6. CONDITIONS OF USE

The Provider's rights under this MOU are expressly contingent upon satisfaction of the following conditions:

1. Within thirty (30) days after commencing the Program at or about the Property, the Provider shall deliver to the City a list of all staff, coaches, volunteers, and board members (collectively, "**Personnel**"), which list will include, at a minimum, (i) the full name and contact information for all Personnel, and (ii) a memorandum stating that all listed Personnel have passed a Level 2 background screening completed within the 12-month period immediately preceding delivery per Florida Statute

943.0438, including, but not limited to, internet sexual offender registry and criminal background checks conducted through a third-party vender reasonably acceptable to the City. The Provider will deliver to City updated list(s) to include any proposed new Personnel prior to any such new Personnel commencing involvement with the Program and will further deliver a current and updated list upon reasonable request by City.

2. Within thirty (30) days after commencing the Program each season at or about the Property, the Provider shall provide the number of total youths participating in the Program for that season. Additionally, the Provider shall indicate how many youths participating in the Program are receiving financial assistance (or scholarships) from the Provider each season.

3. Prior to commencing the Program at or about the Property, the Provider shall provide a copy of Provider's certificate of insurance. In accordance with Attachment "B" to this MOU, the certificate of insurance shall name the City as an additional insured.

4. On or before the Effective Date, the Provider shall deliver to the City fully-executed and current copies of the Provider's operating agreement, by-laws (and any other organizational governing documents), and standard operating procedures, along with all amendments and supplements thereto.

5. On or before the Effective Date, the Provider shall deliver to City any existing written disciplinary guidelines for Program participants, parents, and event attendees.

6. The Provider shall notify the City's Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, any related incident reports, the name of the injured party, and a brief description of the incident.

7. The Provider shall notify the City by 12:00pm the next business day of any damage incurred to the Property or remainder of the park resulting from the Program activities.

8. Prior to commencing the Program at or about the Property, the Provider shall deliver to the City a written schedule of all Program activities for the then-current calendar quarter, and shall thereafter during the term of the MOU deliver to the City, on or before the date that is 30 days prior to the end of the then-current calendar quarter, a written schedule of all Program activities for the immediately following calendar quarter (each a "**Schedule**"). Each Schedule shall contain, at a minimum, the following information: description, dates, times, fees (including scholarship eligibility criteria) and enrollment requirements for the Program, and all events, practices, games, and tournaments shall be added to the applicable Schedule as soon

as confirmed.

9. The Provider agrees to attend and participate in an annual meeting held with appropriate personnel of both the City (Parks & Recreation Director, Athletic Manager, etc.) and the Provider (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.

10. The Provider must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide the same to the City.

11. Proof from marketing materials that the Provider advertised that residents of the City have a minimum of two (2) weeks advance notice and opportunity to register for the Program before registration is opened to non-City residents.

12. Provide the number of City residents that registered for the activity during the two (2) week advance registration period described above.

7. REQUIRED FINANCIAL INFORMATION

The Provider shall furnish to City the following information:

1. Prior to City execution of this MOU, the Provider shall furnish to City a copy of the Provider's IRS Form 990 returns together with schedules and any extensions filed in connection therewith, for the immediately preceding three years.

2. Prior to City execution of this MOU, the Provider shall furnish to City a copy of the Provider's financial statements and a statement of profit and loss for the immediately preceding three years. Such submissions shall be consistent with Section 9 below.

3. As soon as available upon request by City, and in no event less than annually, the Provider shall furnish to City the Provider's IRS Form 990, and if requested, financial statements and a statement of profit and loss. Such submissions shall be consistent with Section 9 below.

8. FORM OF FINANCIAL STATEMENTS

All financial statements, reports and other materials to be furnished to City in accordance with paragraph 8 shall be in form and detail satisfactory to City acting reasonably. The Provider will prepare and maintain its financial documents, records, statements and reports in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal or calendar year, as applicable. All financial statements and financial information submitted to City in accordance with this MOU shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships or limited liability companies, of which the Provider has an ownership interest and (ii) any entities of which the Provider does not have an ownership interest, but for which the Provider is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to City via electronic means, including, without limitation, by facsimile, open internet

communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("**TIFF**") or Portable Document Format ("**PDF**") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. City may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records. Delivery of financial statements or information can be satisfied by delivery of data from QuickBooks in form requested by City.

9. REQUIRED ANNUAL REPORTING

The Provider agrees to appear before the Parks and Recreation Board at least annually, or at any time upon reasonable prior notice by the City and submit a presentation on the required financial information listed in paragraph 8. The Provider additionally agrees to submit to questioning by the City on any financial information presented.

10. BOOKS AND RECORDS; INSPECTION RIGHTS

The Provider will keep proper books, records and accounts in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The City reserves the right to conduct an audit of the Provider's financial activities as it relates to this MOU at any time upon thirty (30) days written notice to the Provider by the City. The Provider shall fully cooperate and make available to City its relevant financial records in order for the City, or its auditors, to complete its audit.

11. PROVIDER'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

The Provider represents to and covenants with the City that the representations made by it are true and correct and that the Provider shall use the Property only for such purposes as described.

12. CONDITION OF PREMISES

The Provider hereby acknowledges and agrees that City provides the Property and the Provider accepts the Property "as/is, where is and with all faults" without any representation or warranty of City, express or implied, of any kind whatsoever other than as expressly set forth in this MOU. The Provider acknowledges that City has made no representations or warranties relating to the suitability of the Property for any particular use or purpose (including without limitation the use set forth in section 1 above) and that City shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Property other than as expressly set forth in this MOU. Without limiting the generality of the foregoing, City shall not be liable for any latent or patent defects in the Property, and City shall not have any liability or responsibility to the Provider for any loss, damage, or expense incurred by the Provider occasioned by the condition or characteristics of the Property, further, City hereby disclaims any and all express and implied warranties as to the condition of the Property, including without limitation any and all implied warranties of merchantability, fitness for any particular purpose, habitability, or tentability.

13. SIGNS

The Provider agrees that no signs, logos, or advertising displays shall be painted on or erected in any manner upon the Property (including on any fencing) without the prior written approval of the Parks and Recreation Director or his/her designee.

14. IMPROVEMENTS

The Provider shall not make any improvements to the Property without prior written permission from the City.

15. INSPECTION AND ACCESS TO PROPERTY

During the term of the MOU and any renewal or extension thereof, the Provider shall permit the representatives of the City access to the Property at any time, including without notice.

16. COVENANTS AND RESTRICTIONS

The City and the Provider agree that the following restrictions shall be binding on the Provider and any authorized sublessees to whom the City has consented:

1. That the Property shall be devoted only to the uses specified in this MOU or as approved in writing by the City.

2. That the Provider shall keep the interior of the Property in good working order (clean and orderly) and shall not allow any part of the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the City upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 6(6.) above.

3. That the Provider shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured and provide the same to the City prior to allowing its contractors or subcontractors to work at the Property.

4. The Provider is responsible for the repair of any and all damage caused by the Provider or the Provider's Program or related activities.

17. NO MORTGAGES OR ENCUMBRANCES

The Provider shall not mortgage, encumber, or allow any liens to be placed against the Property.

18. USE IS NOT EXCLUSIVE

The City grants the Provider use of the described Property for the purposes stated herein, however, there is no grant to the Provider of exclusive use or of any tenant or ownership rights beyond the use as described in Section 1 of this MOU. The City shall make all efforts to prevent any conflict of use between the City and the Provider, however if such a conflict occurs, the City's right of use and control of the Property shall prevail.

19. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF THE CITY

The Provider shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively "**Indemnified Parties**") from and against all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "**Claims**"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or part, directly or indirectly:

(i) The performance of this MOU (including any amendments hereto) by the Provider, its employees, volunteers, agents, representatives, or subcontractors; or

(ii) The failure of the Provider, its employees, volunteers, agents, representatives or subcontractors to comply and conform with applicable laws;

(iii) Any negligent act or omission of the Provider, its employees, volunteers, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Provider, its employees, volunteers, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(iv) Any reckless or intentional wrongful act or omission of the Provider, its employees, volunteers, agents, representatives, or subcontractors; or

(v) The Provider's failure to maintain, preserve, retain, produce, or protect records in accordance with this MOU and applicable laws (including but not limited to Florida's laws regarding public records and the Florida's laws regarding operation of government in the sunshine).

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Provider pursuant to this MOU or otherwise obtained by the Provider and the provisions of this paragraph survive the termination of this MOU with respect to any claims or liability arising in connection with any event occurring prior to such termination. Nothing contained in this MOU shall be construed as a waiver of the City's sovereign immunity or limitations promulgated under Florida Statute 768.28.

20. INSURANCE REQUIRED

Attachment "B" is hereby incorporated into this MOU by this reference. The Provider shall maintain insurance and provide the City with certificates in accordance with Attachment "B" prior to the commencement of the Program and during the life of the MOU as may be applicable under the circumstances. The City shall have the right to make reasonable increases to the minimum required limits of liability on Attachment "B"

during any renewal or extension hereof. The Provider shall be responsible for all deductibles and self-insured retentions under its insurance policies.

21. PUBLIC RECORDS

The parties acknowledge that if the Provider is a "contractor" as defined in Florida State Statute Section 119, that the Provider shall comply with all requirements listed in Attachment "A".

22. E-VERIFY

In compliance with the provisions of F.S. 448.095, the parties to this MOU and any subcontractors engaged in the performance of this MOU hereby certify that, to the extent required by Law, they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

23. SOVEREIGN IMMUNITY

The City does not waive its right of sovereign immunity under s. 768.28, F.S., its police power to provide for the public interest and safety, or its municipal authority to provide for and protect its assets by entering into this MOU.

24. NO DISCRIMINATION

The Provider agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

1. In the operation of the property, neither the Provider nor any contractor or manager employed by the Provider shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Provider setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

2. The Provider and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to

race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Provider, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

25. ENFORCEMENT OF MOU, FORFEITURE, DEFAULT, REMEDIES, NONWAIVER

The City may enforce the performance of this MOU in any manner provided by law, and the Provider shall be in default under the terms of this MOU upon the following events:

1. If default shall be made by the Provider in the performance of any of the terms or conditions of this MOU.
2. If the Provider shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating the Provider's business.

The City shall provide to the Provider in writing its intention to terminate this MOU within 15 days in the event of default. The failure of the City to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this MOU, or to exercise any option set forth in this MOU, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

26. NOTICES

All notices provided in this MOU shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

City: The City of Pensacola
c/o City Administrator
222 West Main Street Pensacola, FL 32502

Provider: Northeast Pensacola Wildcats.
Attn: Stephen Clark
PO Box 10869
Pensacola FL 32524
secretary@billbond.org

27. AMENDMENT

This MOU may not be altered, changed, or amended except by an instrument in writing, signed by both the City and the Provider.

28. SEVERABILITY

If any provisions of this MOU shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining

provisions of this MOU shall continue in full force and effect.

29. PARAGRAPH HEADINGS

The paragraph headings in this MOU are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this MOU or any of its provisions.

30. ENTIRE AGREEMENT

This instrument constitutes the entire MOU between City and the Provider.

31. WAIVER

Failure on the part of the City to complain of any action or non-action on the part of the Provider, no matter how long it may continue, shall not be deemed to be a waiver by the City of any of its rights under this MOU. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this MOU by the City shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by the City to or of any action by the Provider requiring the City's consent or approval shall not be deemed to waive or render unnecessary the City's consent or approval to or of any subsequent similar act by the Provider.

32. GOVERNING LAW

This MOU is subject to and shall be governed by the laws of the State of Florida.

33. VENUE

Venue for any claim, action or proceeding arising out of the MOU shall be Escambia County, Florida.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed in multiple

original copies to become effective upon the last party's signature on this MOU.

BILL BOND LEAGUE OF PENSACOLA.

_____
Stephen Clark, President

_____
Printed Name of above signature.

Date: _____

_____
Corporate Secretary

CITY OF PENSACOLA, FLORIDA

_____
D.C. Reeves, Mayor

_____
Printed Name of above signature.

Date: _____

Attest:

_____
Ericka Burnett, City Clerk

Approved as to Substance:

_____
Tonya Byrd, Parks and Recreation Director

Legal in form and valid as drawn:

_____
City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

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

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 MOU term and following the completion of the MOU if Contractor does not transfer the records to the City.

D. Upon completion of the MOU, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the MOU, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the MOU, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM 222

WEST MAIN STREET, PENSACOLA, FL 32502

ATTACHMENT "B"
INSURANCE AND INDEMNIFICATION

GENERAL

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

COVERAGE

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

Worker's Compensation

The Provider shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least $100,000 each person – accident, $100,000 each person – disease, $500,000 aggregate – disease.

If the Provider qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

The Provider shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this MOU. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of $1,000,000 per occurrence for liability must be provided. If the required limits of liability afforded should become impaired by reason of any claim, then the Provider agrees to have such limits of $1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within the subject premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

Sexual Abuse & Molestation

The Provider shall maintain in force at all times sexual abuse and molestation insurance coverage with minimum limits of $1,000,000, occurrence, and $2,000,000, aggregate. Policy may be written on an occurrence type basis or claims-made basis. Policy must cover actual or alleged abuse, molestation, mistreatment, or maltreatment of a sexual nature including defense costs, attorney fees, settlements, and judgements. City shall be named as an additional insured.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this MOU shall be listed. If required by the City, the Provider shall furnish copies of the Provider's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee**. If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Provider shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Provider shall, upon instructions of the City, cease all operations under the MOU until directed by the City in writing, to resume operations.

INSURANCE OF THE PROVIDER PRIMARY

The Provider's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Provider's coverage. The Provider's policies of coverage will be considered primary as relates to all provisions of the MOU.

LOSS CONTROL AND SAFETY

The Provider shall retain control over its employees, agents, servants, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Provider shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Provider for the protection of all persons, including employees and property. The Provider shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Provider shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Provider and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Provider's contractors, subcontractors, or vendors utilized by the Provider in the performance of this MOU. The Provider's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Provider agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies

available to the City and shall not be considered to be the City's exclusive remedy.

GOVERNING LAW AND VENUE

This MOU is governed and construed in accordance with laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of the MOU. Venue for any claim, actions or proceedings arising out of this MOU shall be Escambia County, Florida.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name:_____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title:_____

Address:_____

City:_____State: _____ZIP:_____

Phone Number: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:
1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED
SIGNATURE

Print Name and Title:_____

Date:_____

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-329 | Agenda Conference | 4/6/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 801 WEST AVERY STREET

RECOMMENDATION:

That City Council declare the real property located at 801 West Avery Street to be surplus property available for disposal and authorize the Mayor to identify a transferee of the property through direct negotiation. Also, that City Council authorize the Mayor to take all actions necessary to execute and administer the foregoing acts consistent with the Mayor's executive powers as granted by the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #5 - More Walkable, Mixed-Use Districts.

The City accepted the donation of 801 W Avery Street in September 2025, as part of its acquisition of the Baptist Hospital legacy campus and various outparcels. The property is approximately 0.23 acres, improved with a structure and parking area, and is zoned R-2 (Residential/Office). The assessed value of the property is $334,238, based on data from the Escambia County Property Appraiser’s website.

Prior to this meeting, notices were mailed to property owners within the 300-ft radius of the property, per Council policy regarding disposition of real property. Also, in keeping with policy, the property was reviewed pursuant to Ordinance No. 25-20 for historical or environmental significance requiring retention of the property and for whether the properties are waterfront or have a water view.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Associate City Administrator
Anna Kate Baygents, Interim Economic Development Director
Adam Cobb, City Attorney

ATTACHMENTS:

1. ESCPA - 801 W AVERY ST 32501
2. ESCPA - 801 W AVERY ST Map

PRESENTATION: No

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Parcel ID: 000S009050008040
Account: 144069500
Owners: BAPTIST HEALTH CARE INC
Mail: C/O BAPTIST CORPORATE ADMINISTRATION
125 BAPTIST WAY, SUITE 6A
PENSACOLA, FL 32503
Situs: 801 W AVERY ST 32501
Use Code: PROFESSIONAL BLDG.
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$31,500	$302,738	$334,238	$334,238
2024	$31,500	$291,887	$323,387	$323,387
2023	$31,500	$287,813	$319,313	$319,313

Open TRIM Notice

Tax Estimator

Change of Address

Report Storm Damage

Enter Income & Expense Survey
Download Income & Expense Survey

Sales Data

Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records
11/15/2022	8899	1852	$100	QC	Y	
10/1996	4062	525	$100	WD	N	
08/1996	4029	50	$280,000	WD	N	
12/1983	1850	668	$165,000	WD	Y	
06/1979	1346	497	$100	WD	N	

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

FRATERNAL AND OTHER

Legal Description

E1/2 OF LT 8 AND ALL LTS 9 & 10 BLK 2 ENGLEWOOD HEIGHTS S/D PLAT DB 59 P 107 ALSO E1/2 OF LT 16 AND ALL LTS 17...

Extra Features

ASPHALT PAVEMENT
CONCRETE PAVING
CONCRETE WALKS
MASONRY WALL/FENCE

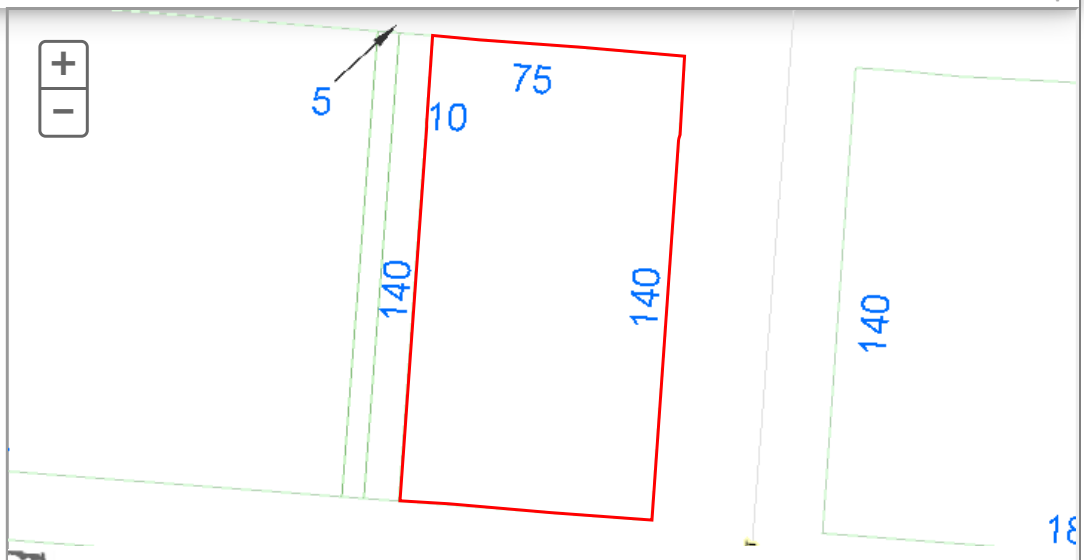
Parcel Information

Launch Interactive Map

Section Map Id: CA108

Approx. Acreage: 0.2318

Zoned: R-2



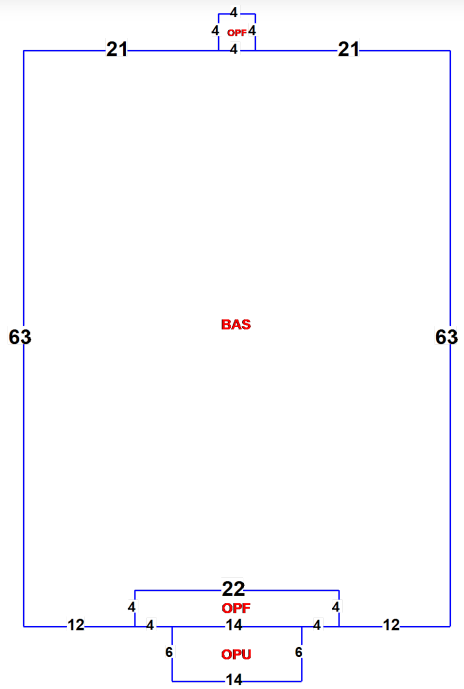
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:801 W AVERY ST, Improvement Type: OFFICE/MEDICAL, Year Built: 1967, Effective Year: 1990, PA Building ID#: 24136

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*HARDWOOD*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*PANEL-CUSTOM*
NO. PLUMBING FIXTURES-*16*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*HIP-HI PITCH*
STORY HEIGHT-*8*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 2998 Total SF

BASE AREA - *2810*
OPEN PORCH FIN - *104*
OPEN PORCH UNF - *84*

Images

5/9/2024 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Account: 144069500
Refno: 000S009050008040
OName1: PENSACOLA CITY OF
MailingAddr: PO BOX 12910+PENSACOLA, FL 32521
Situs: 801 W AVERY ST
LastSale: 1/7/2025
LastSalePr: 100
DORCd: PROFESSIONAL BLDG.
acreage: 0.2318
BldCnt: 1
TotHeatArea: 2810
SecMapId: CA108
ComplexType: S
ComplexDscr: NORTH HILL HIGHLANDS PLAT DB 62 P 244 1ST ADDN ...
Zoned: R-2
MLSNbr:
TaxAuth: PENSACOLA CITY LIMITS
PicCnt: 0
Schools: GLOBAL LEARNING ACADEMY|WARRINGTON|PENSACOLA

Printed: 2/23/2026 3:34:56 PM

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-252 | Agenda Conference | 4/6/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2026-10 - REMOVING 801 WEST AVERY STREET FROM THE PENSACOLA INNER CITY COMMUNITY REDEVELOPMENT AREA

RECOMMENDATION:

That City Council adopt Resolution No. 2026-10.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; DECLARING IT NECESSARY OR DESIREABLE TO AMEND THE PENSACOLA INNER CITY COMMUNITY REDEVELOPMENT AREA PURSUANT TO SECTION 163.361 FLORIDA STATUTES; REMOVING 801 W. AVERY STREET FROM THE PENSACOLA INNER CITY COMMUNITY REDEVELOPEMENT AREA

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #5: More Walkable, Mixed-Use Neighborhoods.

On or about September 25, 1980, the City Council of the City of Pensacola adopted Resolution 54-80, designating the Pensacola Inner City (as defined therein) as a community redevelopment area pursuant to Part III, Chapter 163, Florida Statutes. That certain real property commonly known as 801 W. Avery Street was and is included as part of the Pensacola Inner City community redevelopment area identified in Resolution 54-80. Community redevelopment plans and redevelopment trust funds were established for large portions of the Pensacola Inner City community redevelopment area pursuant to Part III, Chapter 163, Florida Statutes; however, neither a community redevelopment plan nor a redevelopment trust fund have been established that relate to or encompass the subject property.

Section 163.389, Florida Statutes requires that any transfer of property within a community redevelopment area be made only after adoption of and in accordance with the community redevelopment plan. To meet an urgent community need, it is recommended that the City

donate the Property to Community Health of Northwest Florida Foundation, Inc. to be used for the provision of medical or dental services to people of all ages and regardless of their ability to pay. To do so, it is necessary to amend the Pensacola Inner City community redevelopment area to remove the subject property therefrom and enable the above-detailed donation.

PRIOR ACTION:

September 25, 1980 - City Council adopted Resolution No. 54-80 designating the Inner City Community Redevelopment Area (CRA).

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Jr., Associate City Administrator
Adam Cobb, City Attorney
Anna Kate Baygents, Assistant Economic Development Director
Victoria D'Angelo, CRA Administrative Officer

ATTACHMENTS:

1. Resolution No. 2026-10
2. Resolution No. 54-80
3. ESCPA - 801 W AVERY ST 32501

PRESENTATION: No

RESOLUTION
NO. _____

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; DECLARING IT NECESSARY OR DESIREABLE TO AMEND THE PENSACOLA INNER CITY COMMUNITY REDEVELOPMENT AREA PURSUANT TO SECTION 163.361 FLORIDA STATUTES; REMOVING 801 W. AVERY STREET FROM THE PENSACOLA INNER CITY COMMUNITY REDEVELOPEMENT AREA

WHEREAS, on or about September 25, 1980, the City Council of the City of Pensacola adopted Resolution 54-80, designating the Pensacola Inner City (as defined therein), as a community redevelopment area pursuant to Part III, Chapter 163, Florida Statutes; and

WHEREAS, the property commonly known as 801 W. Avery Street and more particularly described below (the "Property") was and is included as part of the Pensacola Inner City community redevelopment area identified in Resolution 54-80:

The East 1/2 of Lot 8 and all of Lots 9 and 10, Block 2, Englewood Heights, a subdivision in Section 18, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat in Deed Book 59, Page 107 and the East 1/2 of Lot 16 and all of Lots 17 and 18, Block 40, North Hill Highlands, a subdivision in Section 27, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat in Deed Book 62, Page 244.

WHEREAS, community redevelopment plans and redevelopment trust funds were established for large portions of the Pensacola Inner City community redevelopment area pursuant to Part III, Chapter 163, Florida Statutes; however, neither a community redevelopment plan nor a redevelopment trust fund have been established that relate to or encompass the Property;

WHEREAS, Section 163.389, Florida Statutes requires that any transfer of property within a community redevelopment area be made only after adoption of and in accordance with the community redevelopment plan;

WHEREAS, the City Council of the City of Pensacola desires to meet an urgent community need by donating the Property to Community Health of Northwest Florida Foundation, Inc. to be used for the provision of medical or dental services to people of all ages and regardless of their ability to pay;

WHEREAS, the City Council of the City of Pensacola finds it necessary or desirable to

amend the Pensacola Inner City community redevelopment area to remove the Property therefrom and enable the above-detailed donation of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA THAT:

Section 1. That the above-stated recitals in the "Whereas" clauses are true and correct and incorporated herein by reference.

Section 2. The Property is hereby removed from and no longer a part of the Pensacola Inner City community redevelopment area.

Section 3. This Resolution shall become effective upon expiration of the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

_____
City Clerk

RESOLUTION
NO. 54-80

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, FINDING THAT A BLIGHTED AREA EXISTS IN THE CITY OF PENSACOLA; FINDING THAT THE REHABILITATION, CONSERVATION, AND REDEVELOPMENT OF SUCH AREA IS NECESSARY IN THE PUBLIC INTEREST; DETERMINING THAT THERE IS A NEED FOR A COMMUNITY REDEVELOPMENT AGENCY TO FUNCTION IN THE CITY OF PENSACOLA; FINDING THAT THE PENSACOLA INNER CITY AREA IS APPROPRIATE FOR COMMUNITY REDEVELOPMENT PROJECTS; AND DESIGNATING A COMMUNITY REDEVELOPMENT AREA; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, entitled "Community Redevelopment."

SECTION 2. DEFINITIONS. The definition of terms as provided in Section 163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in this Resolution. The terms "Pensacola Inner City" and "Pensacola Urban Core" mean the area within the territorial boundaries of the City of Pensacola, Florida, as outlined on the map attached hereto entitled "Pensacola Inner City Community Redevelopment Area."

SECTION 3. FINDINGS AND DETERMINATIONS. The City Council of the City of Pensacola finds and determines as follows:

A. The City finds that the Pensacola Inner City area is a blighted area which substantially impairs the sound growth of the City and is a threat to the public health, safety, morals and welfare of the residents of the City; and that the existence of blight further creates an economic and social liability by hindering industrial and commercial development, reducing employment opportunity, retarding construction and improvement of housing accommodations, causing an excessive proportion of public expenditures for crime prevention and other forms of public services, and depressing the tax base.

B. The City further finds that a combination of rehabilitation, conservation, and redevelopment of the Pensacola Inner City area is necessary in the interest of the public health, safety, morals and welfare of the residents of the City to eliminate, remedy and prevent conditions of slum and blight.

C. The City further finds and determines that there exists a need for a Community Redevelopment Agency to function in the City of Pensacola to carry out the community redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes.

MICROFILMED
Roll 209 Frame 117

D. The City further finds and determines that the Pensacola Inner City area is appropriate for community redevelopment projects and is hereby designated a community redevelopment area, and that within the Pensacola Inner City there exists the Pensacola Urban Core area which is designated as the priority area for rehabilitation, conservation and redevelopment by means of community redevelopment projects conducted by the community redevelopment agency.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law.

Adopted: September 25, 1980

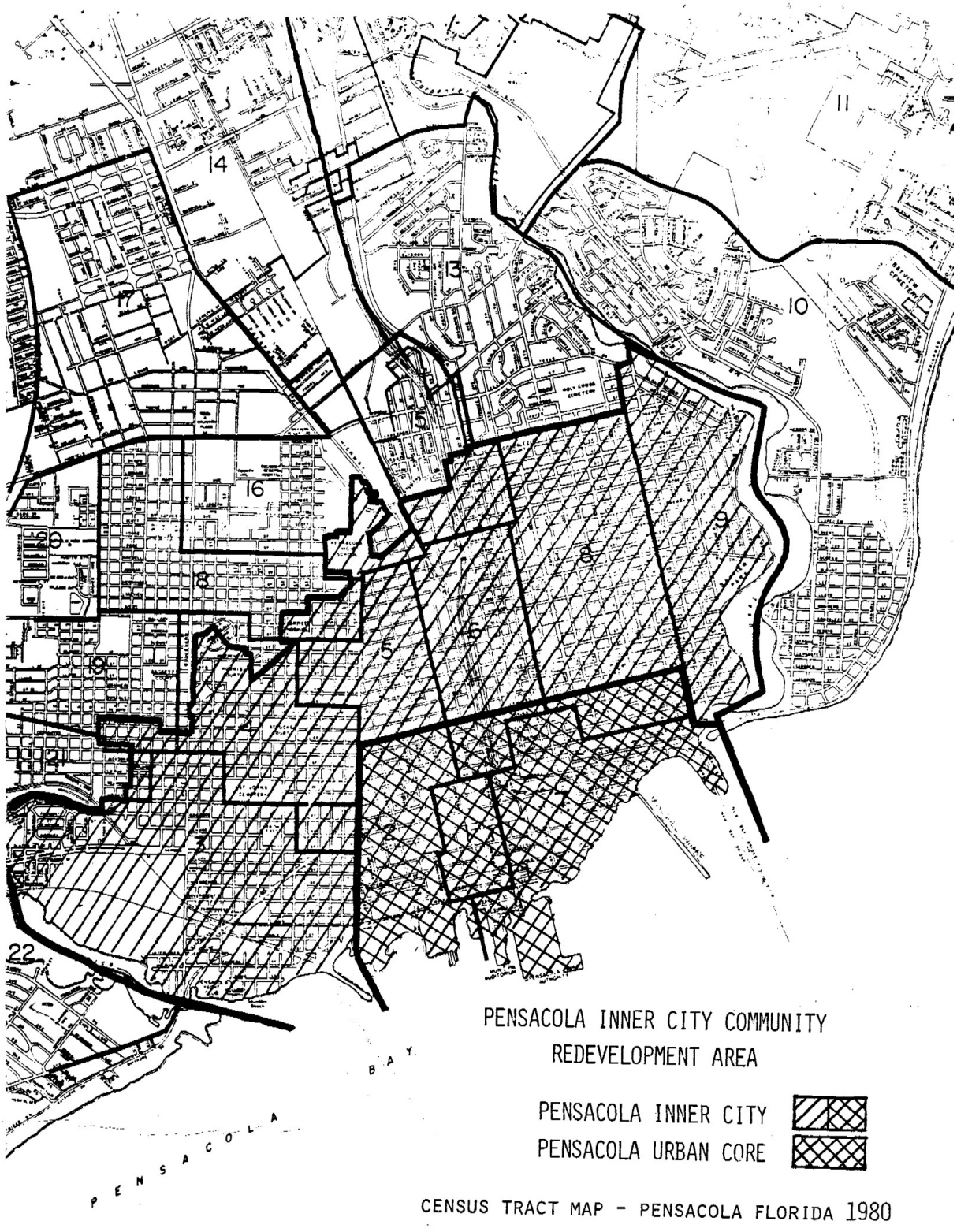
Approved: _____
MAYOR

Attest:

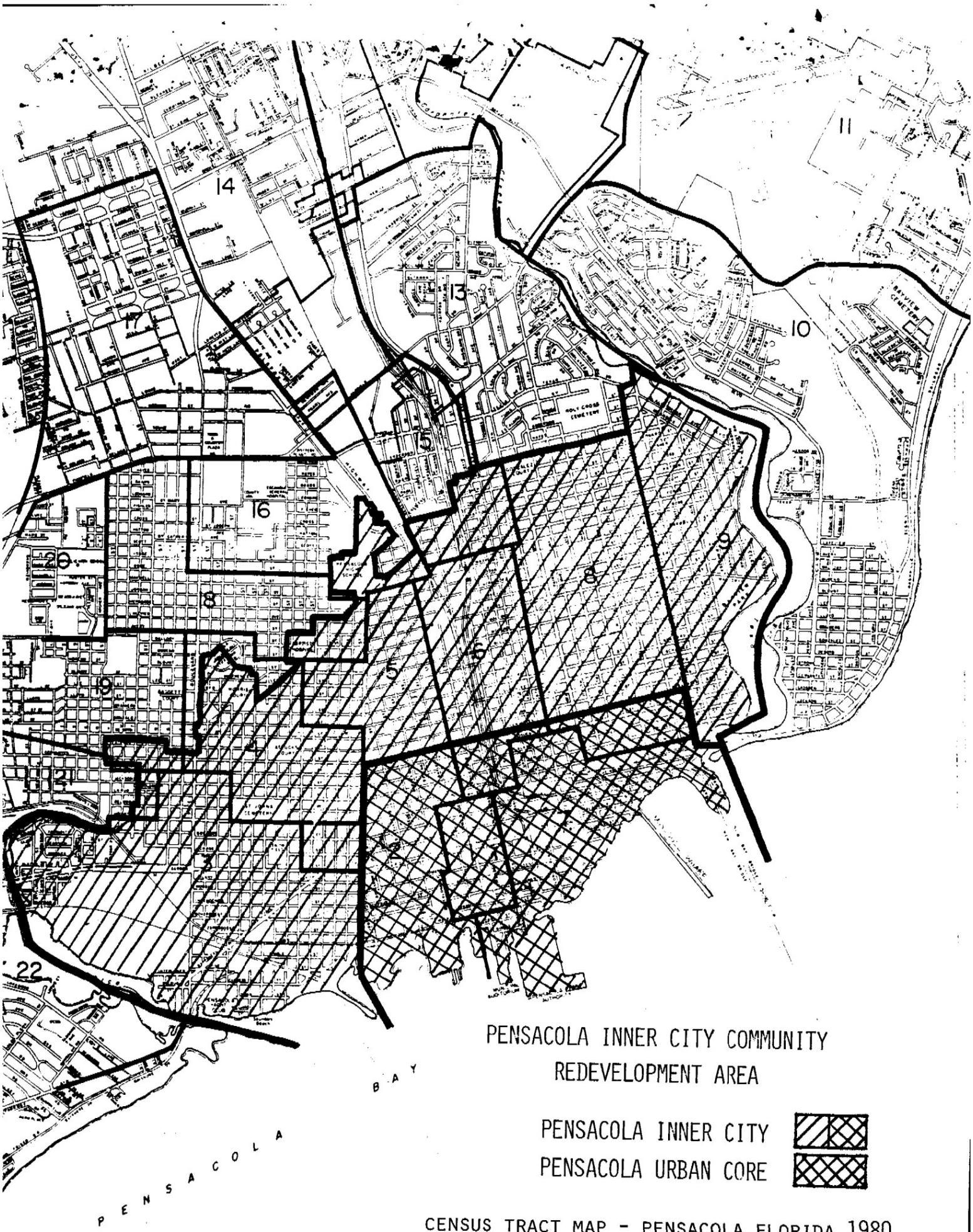
_____
City Clerk

Legal in form and valid if adopted:

_____
City Attorney



CENSUS TRACT MAP - PENSACOLA FLORIDA 1980



CENSUS TRACT MAP - PENSACOLA FLORIDA 1980

THE PENSACOLA NEWS

PUBLISHED DAILY EXCEPT SATURDAY AND SUNDAY

PENSACOLA, ESCAMBIA COUNTY, FLORIDA

State of Florida,
County of Escambia.

Before the undersigned authority personally appeared

Mary Elizabeth Rost

who on oath says that she is Legal Advertising Supervisor

of The Pensacola News, a daily (except Saturday and Sunday) newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a Notice in the matter of

RESOLUTION NO. 54-80

in the Court,

was published in said newspaper in the issues of

OCT. 3, 1980

Affiant further say that the said The Pensacola News is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each day except Sunday, and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mary Elizabeth Rost

Sworn to and subscribed before me this 7th

day of Oct., A.D., 19 80.

Betty J. Pinto

NOTARY PUBLIC.

MY COMMISSION EXPIRES

31.33

RESOLUTION NO. 54-80

A RESOLUTION TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, FINDING THAT A BLIGHTED AREA EXISTS IN THE CITY OF PENSACOLA; FINDING THAT THE REHABILITATION, CONSERVATION, AND REDEVELOPMENT OF SUCH AREA IS NECESSARY IN THE PUBLIC INTEREST; FINDING THAT THERE IS A NEED FOR A COMMUNITY REDEVELOPMENT AGENCY TO FUNCTION IN THE CITY OF PENSACOLA; FINDING THAT THE PENSACOLA INNER CITY AREA IS APPROPRIATE FOR COMMUNITY REDEVELOPMENT PROJECTS; AND DESIGNATING A COMMUNITY REDEVELOPMENT AREA; PROVIDING AN EFFECTICE DATE.

The Resolution was adopted pursuant to provisions of part III, Chapter 163, Florida Statutes, entitled "Community Redevelopment" finding that a blighted area exists in the City of Pensacola, and that the rehabilitation, conservation, and redevelopment of the area is necessary and in the public interest. The Resolution took effect immediately upon adoption by City Council at its meeting on September 25, 1980.

LEGAL NO. 1866 1-T OCT. 3, 1980

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Parcel ID: 000S009050008040
Account: 144069500
Owners: BAPTIST HEALTH CARE INC
Mail: C/O BAPTIST CORPORATE ADMINISTRATION
125 BAPTIST WAY, SUITE 6A
PENSACOLA, FL 32503
Situs: 801 W AVERY ST 32501
Use Code: PROFESSIONAL BLDG.
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

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Year	Land	Imprv	Total	Cap Val
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Open TRIM Notice

Tax Estimator

Change of Address

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Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

FRATERNAL AND OTHER

Legal Description

E1/2 OF LT 8 AND ALL LTS 9 & 10 BLK 2 ENGLEWOOD HEIGHTS S/D PLAT DB 59 P 107 ALSO E1/2 OF LT 16 AND ALL LTS 17...

Extra Features

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CONCRETE PAVING
CONCRETE WALKS
MASONRY WALL/FENCE

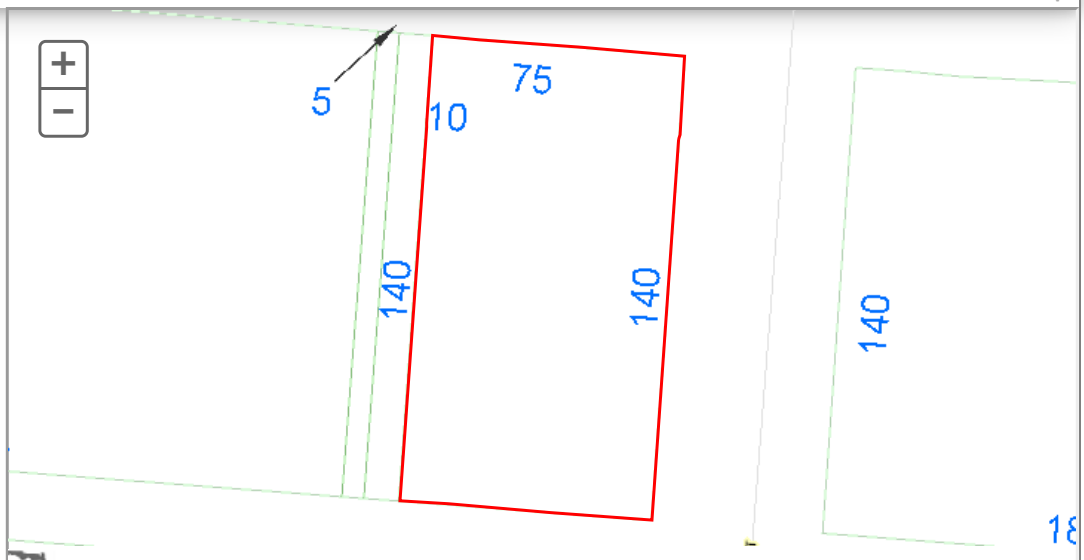
Parcel Information

Launch Interactive Map

Section Map Id: CA108

Approx. Acreage: 0.2318

Zoned: R-2



View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:801 W AVERY ST, Improvement Type: OFFICE/MEDICAL, Year Built: 1967, Effective Year: 1990, PA Building ID#: 24136

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*HARDWOOD*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*PANEL-CUSTOM*
NO. PLUMBING FIXTURES-*16*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*HIP-HI PITCH*
STORY HEIGHT-*8*
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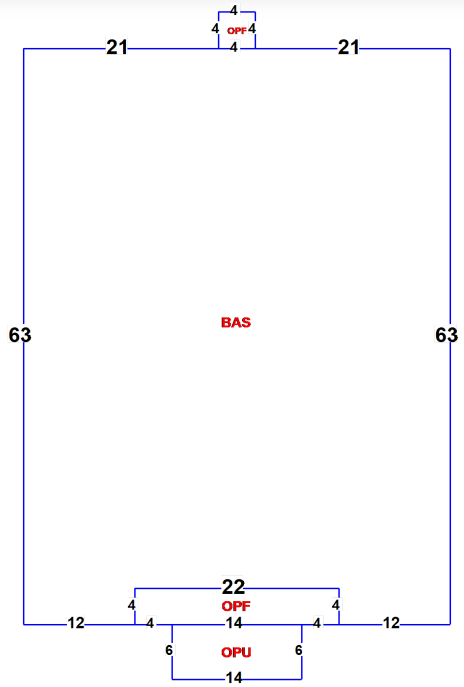


Areas - 2998 Total SF

BASE AREA - *2810*
OPEN PORCH FIN - *104*
OPEN PORCH UNF - *84*

Images

5/9/2024 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-253 | Agenda Conference | 4/6/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF LAND DONATION AGREEMENT WITH COMMUNITY HEALTH NORTHWEST FLORIDA FOUNDATION, INC. - 801 WEST AVERY STREET

RECOMMENDATION:

That City Council approve the Land Donation Agreement with the Community Health Northwest Florida Foundation, Inc., for the donation of certain real property located at 801 West Avery Street, Pensacola, Florida to be used for medical or dental services. Further, that City Council authorize the Mayor to take actions necessary to execute and administer this Agreement consistent with the terms of the Agreement and the Mayor's executive powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #5 - More Walkable, Mixed-Use Districts.

The City accepted the donation of 801 W Avery Street in September 2025, as part of its acquisition of the Baptist Hospital legacy campus and various outparcels. If the Agreement is approved, the City would donate the property to the Foundation within 60 days following execution. In exchange, after closing, the Foundation would be required to spend at least $850,000 to renovate the property and have it open for business, providing medical or dental services to people of all ages and regardless of their ability to pay within two years. The property would be required to be used in this manner for a period of at least 15 years. The Agreement contains a buy-back provision in favor of the City, allowing the City to re-purchase the property under certain conditions for an amount not to exceed the amount of the Foundation’s actual costs of renovating the building.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Associate City Administrator
Anna Kate Baygents, Interim Economic Development Director
Adam Cobb, City Attorney

ATTACHMENTS:

1. Land Donation Agreement - 801 W. Avery
2. ESCPA - 801 W AVERY ST 32501

PRESENTATION: No

LAND DONATION AGREEMENT

This Land Donation Agreement (the "Agreement") is entered into as of the __ day of _____, 2026 (the "Effective Date") between **The City of Pensacola, Florida** ("Donor") and **Community Health Northwest Florida Foundation, Inc.**, a Florida not for profit corporation, whose address is 2315 W. Jackson Street, Pensacola, Florida 32505 ("Foundation"). Donor and Foundation are collectively referred to herein as "Parties" and each individually as a "Party."

WHEREAS, Donor is the owner of certain real property located generally at 801 W. Avery Street, Pensacola, Florida and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Donor has offered to donate the Property to Foundation and Foundation has agreed to accept the donation of the Property from Donor.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated herein by reference.

2. **Donation of Property**. Subject to the terms of this Agreement, Donor hereby agrees to donate and convey the Property to Foundation, and Foundation agrees to acquire the Property from Donor.

3. **Terms of Donation**.

(a) Title Commitment and Survey. Foundation has obtained and reviewed that certain (i) owner's policy of title insurance, Policy Number O21-7148032 and dated September 30, 2025 issued by Old Republic National Title Insurance Company (the "Title Company"), (ii) survey issued by Baskerville-Donovan dated September 9, 2025, Project Number 24325.01, and (iii) title commitment issued by Old Republic National Title Insurance Company, as commitment number 26001754, with an effective date of January 14, 2026, and has found the status of title and survey to the Property reflected in said documents acceptable. Donor shall not record any additional documents or mortgages against the title to the Property or enter into any contracts or leases with respect to the Property and shall advise Foundation of any litigation instituted or threatened against the Property. Foundation shall have the right, at its own expense, to have the Property re-surveyed by a surveyor licensed in the State of Florida and prepared in accordance with the ALTA requirements and to order an updated title commitment for the Property.

(b) Due Diligence Period. Foundation shall have a period of forty-five (45) days from the Effective Date of this Agreement (the "Due Diligence Period") to complete and/or update any non-invasive tests, surveys, and studies of the Property that it deems necessary

or advisable. During this Due Diligence Period, Foundation shall be permitted reasonable access to the Property for the purpose of conducting such activities, provided that no invasive procedures shall be performed without the prior written consent of Donor. Foundation shall promptly restore the Property to its original condition following any such activities and shall indemnify and hold harmless Donor from any damages or claims arising out of Foundation's due diligence activities; provided, however, that such indemnity shall not apply to (i) the mere discovery of any pre-existing conditions on or relating to the Property, or (ii) any damages or claims arising from the negligence or willful misconduct of Donor, its agents, or employees. Foundation may terminate this Agreement for any or no reason during the Due Diligence Period, provided, however, that the indemnity obligations in this subsection (c) shall survive such termination of this Agreement for a period of one (1) year.

(c) Use Restrictions. In consideration for the donation of the Property, Foundation agrees to restrict the use of the Property for a period of fifteen (15) years to medical or dental services (the "Permitted Use"). For the purposes of this Agreement, (i) "medical services" shall mean the operation of clinics, offices, or facilities that provide primary health care, urgent health care, preventive health screenings, immunizations, chronic disease management, mental health counseling, laboratory testing, radiology, pharmacy services, health education, and other outpatient healthcare services, and (ii) "dental services" shall mean preventive and restorative dental care, oral health examinations, teeth cleanings, fillings, extractions, orthodontic treatments, emergency dental care, and oral health education. Permitted Use services shall be made available to individuals of all ages, regardless of their ability to pay, and may include both direct patient care and community outreach programs aimed at promoting public health and wellness. Following the Completion Date and subject to Force Majeure Event(s) (as defined below) and excluding holidays and temporary closures for the active and diligent performance of repairs, maintenance and/or remodeling, the Property shall be operated for the Permitted Use no less than forty (40) hours a week ("Operating Hours"). The Operating Hours may be decreased only with Donor's prior written consent, which consent will not be unreasonably withheld. Contemporaneously with the conveyance of the Property, Foundation shall execute a Declaration of Restrictive Covenants incorporating the use restrictions set forth in this subsection (c) in the form attached hereto as **Exhibit "B"** (the "Declaration of Restrictive Covenants"), which Declaration of Restrictive Covenants shall be recorded in the public records of Escambia County, Florida.

(d) Improvements to the Property. In consideration for the donation of the Property to Foundation, Foundation hereby agrees it will, prior to the Completion Deadline (defined below), spend not less than $850,000.00 (the "Renovation Commitment") towards the renovation of the Property for the Permitted Use (hereinafter, the "Renovation"). Furthermore, Foundation agrees as follows:

i. Commencement Deadline. Foundation will commence the Renovation of the Property as soon as reasonably practicable and in any event on or before the date that is one (1) year following the Closing Date (the "Commencement Deadline"). The Commencement Deadline may be

extended by the Mayor of the City of Pensacola for a period of up to one (1) year for any reason by written notice to Foundation and without further action of the City Council. The provisions of this subsection shall survive Closing.

ii. Completion Deadline. Following commencement of the Renovation, Foundation shall diligently pursue such Renovation, and the Renovation shall be completed and the Property shall be open and operated for the Permitted Use on or before the date that is one (1) year following the Commencement Deadline ("Completion Deadline"). The Completion Deadline may be extended by the Mayor of the City of Pensacola for a period of up to six (6) months for any reason by written notice to Foundation and without further action of the City Council. The Completion Deadline may also be extended to the extent and for the period that construction related to the Renovation is rendered impossible or impracticable by reason of moratorium, strikes, riots, pandemic, theft, fire, public enemy, insurrection, court order, requisition of other governmental body or authority, war, or weather events beyond the control of Foundation (each a "Force Majeure Event"). Provided, however, that in order to claim such Force Majeure Event, Foundation shall be required to report the Force Majeure Event to Donor within ten (10) days after it first had knowledge of such Force Majeure Event and shall thereafter use commercially reasonable efforts to eliminate or mitigate such Force Majeure Event or the effects thereof as soon as possible and shall provide reasonable supporting documentation, if applicable. Foundation has agreed to the Completion Deadline in the expectation that it will not experience any delay in completing the Renovation due to the building department and other departments of Donor having permitting, review or inspection rights with respect to the construction of the Renovation failing to act in accordance with their normal practices, including, by way of example and not limitation, responding to plan submissions, conducting construction inspections, and issuing permits and approvals ("**Donor Delays**"). Foundation shall have the right to extend the Completion Deadline if it determines that a Donor Delay has occurred, such extension to equal the number days of such Donor Delay; provided that Foundation has notified Donor of the Donor Delay within ten (10) days after it first had knowledge of the Donor Delay, which notice shall identify the Donor Delay and the number of delay days caused by that Donor Delay. Commencing on the date that is thirty (30) days after the Closing and continuing on the same day of each month thereafter, Foundation shall deliver written financing, development and construction status reports to Donor, providing target dates and status updates for key Renovation milestones, and shall include within such reports such further financing, construction and development metrics as may be reasonably requested by Donor. The provisions of this subsection shall survive Closing.

(e) Breach of Renovation Deadlines. In the event Foundation should be in breach of the timely performance of its obligations set forth in Section 3(d), above, and should such breach of performance remain un-remedied after expiration of a period of forty-five (45) days following delivery of a written notice from Donor to Foundation, then, notwithstanding anything herein to the contrary, Foundation shall, following written notice from Donor ("Reconveyance Notice"), convey and transfer the Property to Donor. Such reconveyance shall occur as soon as possible and in any event no later than ninety (90) days following delivery of the Reconveyance Notice ("Reconveyance Closing Date"), On the Reconveyance Closing Date, Foundation shall execute and deliver to Donor (i) a special warranty deed for the Property free and clear of any and all encumbrance or right, title, claim or interest of any person or entity other than the exceptions included in the title insurance policy issued to Foundation on its acquisition of the Property, and (ii) such customary seller's affidavits and other documents as are reasonably necessary to enable the reconveyance to Donor contemplated hereby and the deletion of the standard title policy exceptions from any owner's policy of title insurance to issue in favor of Donor (collectively, such documents are the "Reconveyance Documents"). The provisions of this Section shall survive Closing.

(f) Purchase Option. Notwithstanding anything to the contrary herein, for a period of fifteen (15) years following the Closing, in the event that Foundation desires to sell or otherwise transfer any interest in the Property (other than to an Affiliate (as defined below)), Foundation shall first provide written notice to Donor of its intent to sell or otherwise transfer the Property. Donor shall have the exclusive right and option, for a period of one hundred twenty (120) days after receipt of such notice, to provide notice of purchase the Property (the "Option") at a purchase price (the "Option Purchase Price") equal to the total actual costs incurred by Foundation for Renovation improvements to the Property, as evidenced by invoices, contractor draw sheets, and such other documentation as may be reasonably requested by Donor, multiplied by (i) fifty percent (50%) if the Option is exercised prior to the fifth (5th) anniversary of the Closing, (ii) seventy-five percent (75%) if the Option is exercised after the fifth (5th) anniversary but prior to the tenth (10th) anniversary of the Closing, and (iii) one hundred percent (100%) if the Option is exercised after the tenth (10th) anniversary of the Closing. Foundation will execute and deliver Reconveyance Documents to Donor at the closing of any purchase of the Property by Donor pursuant to timely exercise of the Option. If Donor does not exercise the Option within the 120-day period, Foundation may sell the Property to a third party and thereafter the Option will have no further force or effect. The terms of this subsection (f) shall be included in the Declaration of Restrictive Covenants. For the avoidance of doubt, Foundation shall not be restricted and is hereby expressly permitted to transfer the Property to an entity which is owned or controlled by Foundation of under common ownership or control with Foundation (an "Affiliate"); provided, the Option would bind the Affiliate in accordance with the terms of this subsection (f).

4. **Disclaimer**. IT IS UNDERSTOOD AND AGREED THAT DONOR IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY

WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF DONOR TO FOUNDATION, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. FOUNDATION ACKNOWLEDGES AND AGREES THAT UPON CLOSING, DONOR SHALL TRANSFER AND CONVEY TO FOUNDATION AND FOUNDATION SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". FOUNDATION AND DONOR AGREE THAT THE PROVISIONS OF THIS SECTION 4 SHALL SURVIVE CLOSING.

5. **Closing**. The closing ("Closing") contemplated by this Agreement shall take place within fifteen (15) days following expiration of the Due Diligence Period, or such earlier date as may be agreed upon in writing by Foundation and Donor, at the offices of Phelps Dunbar, LLP, 501 Commendencia Street, Pensacola, Florida (the "Closing Agent") as a "mail away" closing.

6. **Donor's Obligations at Closing**. At the Closing, subject to performance by Foundation of its obligations under this Agreement, Donor shall do the following:

(a) Execute, acknowledge and deliver to Foundation a special warranty deed conveying good, insurable and marketable title to the Property to Foundation;

(b) Execute, acknowledge and deliver to Foundation and the Title Company an owner's affidavit ("Owner's Affidavit") in sufficient form and substance so as to allow the Title Company to insure the gap at Closing and delete all standard exceptions, other than the survey exception, from the title policy to be issued pursuant to the Commitment delivered to Foundation;

(c) Execute and deliver instruments satisfactory to Foundation and the Title Company reflecting the proper power and authorization for the conveyance of the Property from Donor to Foundation hereunder; and

(d) Deliver to Foundation and the Title Company a FIRPTA affidavit in form and substance reasonably acceptable to both Foundation and the Title Company.

(e) All of the documents and instruments referenced in this Section 6 shall be in form and substance reasonably acceptable to both Donor and Foundation (and to the Title Company where applicable).

7. **Foundation's Obligations at Closing**. At the Closing, subject to performance by Donor of its obligations under this Agreement, Foundation shall do the following:

(a) Execute, acknowledge and deliver to Donor and Closing Agent the Declaration of Restrictive Covenants; and

(b) An affidavit in accordance with Part III, Chapter 692, Florida Statutes – Conveyances to Foreign Entities.

8. **Closing Costs and Prorations**.

(a) Closing Costs. Foundation shall pay for the cost of: (i) documentary stamps due with respect to the transfer of the Property to Foundation, if any; (ii) Owner's title insurance policy to be delivered to Foundation with respect to the Property, along with all associated search(es), examination(s) and commitment(s); (iii) recording the Deed and Declaration of Restrictive Covenants; (iv) any closing fee(s); and (v) the survey for the Property obtained by Foundation, if any.

(b) Prorations – Taxes. All ad valorem and non-ad valorem real property taxes for the year of Closing shall be prorated as of the Closing Date.

9. **Default**. Except as otherwise provided in this Agreement, in the event that either Party fails to perform any of its respective obligations under this Agreement for any reason other than the other Party's default or the permitted termination of this Agreements, the non-defaulting Party shall be entitled, following written notice to the defaulting Party and fourteen (14) days during which period the defaulting Party may cure the default, to, as the non-defaulting Party's exclusive remedies, elect to (i) terminate this Agreement by written notice to the defaulting Party, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); or (ii) waive the applicable default and continue the transactions contemplated by this Agreement. In no event shall Foundation be entitled to recover monetary damages from Donor related to this Agreement.

10. **Notices**. Any notices required or permitted hereunder shall be in writing and shall be deemed to have been properly and timely delivered if such notice is (i) delivered by overnight courier or electronic means, in which case the notice shall be deemed delivered one Business Day (defined below) after delivery to the overnight courier or by electronic means; (ii) mailed, certified or registered mail, return receipt requested, in which case the notice shall be deemed delivered three days after it is deposited in the mail and postmarked by the U.S. Postal Service. All notices must be addressed to the Parties as follows:

If to Donor: Office of the Mayor, The City of Pensacola
Attn: Mayor D.C. Reeves
220 W. Main Street, 7th Floor
Pensacola, Florida 32502
E-mail: dcreeves@cityofpensacola.com

With a copy to: Adam Cobb
City Attorney
220 W. Main Street, 7th Floor
Pensacola, Florida 32502
E-mail: acobb@cityofpensacola.com

If to Foundation: c/o Community Health Northwest Florida
Attn: Chandra Smiley
2315 W. Jackson Street
Pensacola, Florida 32505
E-mail: csmiley@healthcarewithinreach.com

With a copy to: William H. Mitchem
Phelps Dunbar, LLP
501 Commendencia Street
Pensacola, Florida 32502
Email: william.mitchem@phelps.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

11. **Miscellaneous**.

(a) Governing law; Venue. This Agreement and the legal relations between the Parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its principles of conflicts of law. Venue for any action brought to interpret or enforce this Agreement shall, unless otherwise specifically be required hereunder, be the circuit court for Escambia County, Florida.

(b) Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the Parties, and there are no warranties, representations, or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein.

(c) Modification; Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(d) Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

(e) No Brokers. Donor and Foundation each represent and warrant to the other that no real estate broker was used by Donor and/or Foundation in connection with the purchase of the Property

(f) Successors and Assigns. All of the Parties' rights, duties, benefits, liabilities, and obligations under this Agreement shall inure to the benefit of, and be binding upon, their respective successors and assigns.

(g) Headings. The paragraph and subparagraph headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

(h) Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the party causing the Agreement to be written. The Parties acknowledge that each has had a full and fair opportunity to review the Agreement and to have it reviewed by counsel.

(i) Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Donor and Foundation, Donor and Foundation agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds, and assurances as may be reasonably and required to consummate the transactions contemplated hereby provided that they are consistent with the intent of this Agreement.

(j) Business Day. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday, National or State holiday, or a day on which commercial banks in the State of Florida are authorized or required by applicable law to close. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a day that is not a Business Day, the date for performance thereof shall be extended to the next Business Day thereafter.

(k) Time of the Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

(l) Assignment. This Agreement and all rights and obligations hereunder shall not be assignable by Donor or Foundation without the prior written consent of the other party.

(m) Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute only one agreement.

(n) Waiver of Jury Trial. DONOR AND FOUNDATION HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

(o) Florida Public Records Law. The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Donor will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Foundation shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Foundation.

(p) E-Verify. In compliance with the provisions of section 448.095, Florida Statutes, to the extent required by law, Foundation certifies that both it and any of its subcontractors engaged in the performance of obligations under this Agreement have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of that statute. Foundation's obligation under this Section is limited to the extent required by applicable law, and Foundation may rely on written certifications from subcontractors where permitted by law.

(q) Non-Coercion. Foundation agrees that, prior to this Agreement being executed, renewed, or extended between the Parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing Donor with an affidavit signed by an officer or representative of Foundation under penalty of perjury attesting that Foundation does not use coercion for labor or services, as those terms are defined in Section 787.06.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DONOR:	**FOUNDATION:**
CITY OF PENSACOLA, FLORIDA	**COMMUNITY HEALTH NORTHWEST FLORIDA FOUNDATION, INC.**, a Florida not for profit corporation
By:_____ Name: Title:	By:_____ Name: Title:
Date: _____ ___, 2026	Date: _____ ____, 2026

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to substance:

_____
Anna Kate Baygents, Assistant Economic Development Director

Approved as to form:

_____
Adam C. Cobb, City Attorney

Exhibit "A"

Legal Description

The East 1/2 of Lot 8 and all of Lots 9 and 10, Block 2, Englewood Heights, a subdivision in Section 18, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat in Deed Book 59, Page 107 and the East 1/2 of Lot 16 and all of Lots 17 and 18, Block 40, North Hill Highlands, a subdivision in Section 27, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat in Deed Book 62, Page 244.

Exhibit "B"

Declaration of Restrictive Covenants

This Instrument Prepared by:
Susan J. Salamone, Esq.
Phelps Dunbar, LLP
501 Commendencia Street
Pensacola, Florida 32502
(850) 432-2451

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is entered into as of this ____ day of _____, 2026 (the "Effective Date"), by and between **THE CITY OF PENSACOLA,** a Florida municipal corporation ("City") and **COMMUNITY HEALTH NORTHWEST FLORIDA FOUNDATION, INC.**, a Florida not for profit corporation ("Foundation").

WITNESSETH:

WHEREAS, on _____, 2026 and pursuant to the terms of that certain Land Donation Agreement ("Donation Agreement") dated the ___ day of _____, 2026, City donated to Foundation that certain real property located at 801 W. Avery Street, as more specifically described on Exhibit "A" hereto (the "Property).

WHEREAS, in consideration of the donation of the Property, Foundation agreed to renovate the Property for the purpose of providing medical and dental services and to limit such use of the Property during the Restriction Period (hereinafter defined).

NOW, THEREFORE, **THE CITY AND FOUNDATION HEREBY DECLARE,** that subject to the provisions hereof, the Property shall be subject to the restrictions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of City.

ARTICLE ONE
GENERAL PROVISIONS

1.01 The Property shall be conveyed, owned, and used subject to the provisions of this Declaration, which shall run with the title to the Property, and shall be binding upon all persons or entities having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.

ARTICLE TWO
USE RESTRICTIONS

2.01 Use Restrictions. The use of the Property shall be and hereby is restricted to medical and dental services (the "Permitted Use") for a period of fifteen (15) years following the date this Declaration is recorded in the Official Records of Escambia County, Florida (the "Restriction Period"). For the purposes of this Declaration, (i) "medical services" shall mean the operation of clinics, offices, or facilities that provide primary health care, urgent health care, preventive health screenings, immunizations, chronic disease management, mental health counseling, laboratory testing, radiology, pharmacy services, health education, and other outpatient healthcare services, and (ii) "dental services" shall mean preventive and restorative dental care, oral health examinations, teeth cleanings, fillings, extractions, orthodontic treatments, emergency dental care, and oral health education. During the Restriction Period, Permitted Use services shall be made available to individuals of all ages, regardless of their ability to pay, and may include

both direct patient care and community outreach programs aimed at promoting public health and wellness. Following completion of the Renovation (as defined in the Donation Agreement) and excluding holidays and temporary closures for the active and diligent performance of repairs, maintenance and/or remodeling, the Property shall be operated for the Permitted Use no less than forty (40) hours a week ("Operating Hours"). The Operating Hours may be decreased only with City's prior written consent, which consent will not be unreasonably withheld. Collectively, the forgoing provisions of this Section 2.01 are the "Use Restrictions." For the purposes of this Declaration, compliance with the Use Restrictions shall be excused for the period that compliance with the Use Restrictions is rendered impossible or impracticable by reason of moratorium, strikes, riots, pandemic, theft, fire, public enemy, insurrection, court order, requisition of other governmental body or authority, war, or weather events beyond the control of Foundation (each a "Force Majeure Event"). Provided, however, that in order to claim such Force Majeure Event, Foundation shall be required to report the Force Majeure Event to City within three (3) days after it first had knowledge of such Force Majeure Event and shall thereafter use commercially reasonable efforts to eliminate or mitigate such Force Majeure Event or the effects thereof as soon as possible and shall provide reasonable supporting documentation, if applicable.

2.02 Remedies. As its sole remedy, City shall be entitled to seek and obtain the following remedy related to the Use Restrictions:

a. Repurchase. In the event Foundation should be in breach of the timely performance of its obligations set forth in Section 2.01, above, and should such breach remain un-remedied forty-five (45) days ("Cure Period") following delivery of a written notice ("Default Notice") from City to Foundation, then, notwithstanding anything herein to the contrary, Foundation shall, upon written notice from City delivered within ninety (90) days following delivery of the applicable Default Notice ("Reconveyance Notice"), convey and transfer the Property to City. Such reconveyance shall occur as soon as possible and in any event no later than ninety (90) days following delivery of the Reconveyance Notice ("Reconveyance Closing Date"). On the Reconveyance Closing Date, Foundation shall execute and deliver to City (i) a special warranty deed for the Property free and clear of any and all encumbrance or right, title, claim or interest of any person or entity other than the exceptions included in the title insurance policy issued to Foundation on its acquisition of the Property, and (ii) such customary seller's affidavits and other documents as are reasonably necessary to enable the reconveyance to City contemplated hereby and the deletion of the standard title policy exceptions from any owner's policy of title insurance to issue in favor of City (collectively, such documents are the "Reconveyance Documents"). On the Reconveyance Closing Date, City shall deliver to Foundation a purchase price for the Property equal to the total actual costs incurred by Foundation for Renovation improvements to the Property, as evidenced by invoices, contractor draw sheets, and such other documentation as may be reasonably requested by City, multiplied by (i) fifty percent (50%) if the Reconveyance Notice is delivered prior to the fifth (5th) anniversary of the Effective Date, (ii) seventy-five percent (75%) if the Reconveyance Notice is delivered after the fifth (5th) anniversary but prior to the tenth (10th) anniversary of the Effective Date, and (iii) one hundred percent (100%) if the Reconveyance Notice is delivered after the tenth (10th) anniversary of the Effective Date. Notwithstanding anything herein, to the contrary, Foundation shall only be entitled to three (3) Cure Periods within any twelve (12) month period. If City delivers a fourth Default Notice to Foundation within any twelve-month period, then Foundation shall not be entitled to a Cure Period related to such fourth Default Notice and City may proceed directly with a Reconveyance Notice.

b. It is understood and agreed that both parties desire to see the successful redevelopment and operation of the Property as contemplated by this Declaration and are willing to work together towards that mutual goal. To that end, and notwithstanding anything herein to the contrary, the City shall not be entitled to issue a Reconveyance Notice unless and until the Mayor of the City and the Director of the Foundation shall have first met in person and in good faith to discuss and attempt to resolve the noticed default under this Declaration ("Resolution Discussion"). Both parties agree to conduct any Resolution Discussion as soon as reasonably practicable following the other party's request for a Resolution Discussion.

ARTICLE THREE
OPTION

3.01 Option. If during the Restriction Period Foundation wishes to sell, convey, assign, or otherwise transfer any interest in the Property other than to an Affiliate of Foundation (as defined below), Foundation shall first provide written notice to City of its intent to sell or otherwise transfer the Property. City shall have the exclusive right and option, for a period of one hundred twenty (120) days after receipt of such notice, to purchase the Property (the "Option") at a purchase price equal to the total actual costs incurred by Foundation for Renovation improvements to the Property, as evidenced by invoices, contractor draw sheets, and such other documentation as may be reasonably requested by City, multiplied by (i) fifty percent (50%) if the Option is exercised prior to the fifth (5th) anniversary of the Effective Date, (ii) seventy-five percent (75%) if the Option is exercised after the fifth (5th) anniversary but prior to the tenth (10th) anniversary of the Effective Date, and (iii) one hundred percent (100%) if the Option is exercised after the tenth (10th) anniversary of the Effective Date. Foundation will execute and deliver Reconveyance Documents to City at the closing of any purchase of the Property by City pursuant to timely exercise of the Option. If City does not exercise the Option within the one hundred twenty (120) day period, Foundation may sell the Property to a third party, in which event the Option will expire and be of no further force or effect. For the avoidance of doubt, Foundation shall not be restricted and is hereby expressly permitted to transfer the Property to an entity which is owned or controlled by Foundation or under common ownership or control with Foundation (an "Affiliate"). This Section shall be binding solely upon Foundation and any Affiliate of Foundation.

ARTICLE FOUR
MISCELLANEOUS PROVISIONS

4.01 Duration. The covenants and restrictions in this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by City. This Declaration shall automatically terminate and be of no further force or effect upon expiration of the Restriction Period. Upon such termination and following written request from Foundation, City shall execute and deliver to Foundation a document, in form and substance reasonably acceptable to City, acknowledging that this Declaration and the covenants and restrictions contained herein are no longer in full force and effect.

4.02 Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to have been properly and timely delivered if such notice is (i) delivered by overnight courier, in which case the notice shall be deemed delivered one (1) business day after delivery to the overnight courier; (ii) mailed, certified or registered mail, return receipt requested, in which case the notice shall be deemed delivered three (3) days after it is deposited in the mail and postmarked by the U.S. Postal Service. All notices must be addressed to the parties as follows:

If to City: City of Pensacola
Attention: Mayor

222 West Main Street
Pensacola, Florida 32502

With a copy to: City of Pensacola
Attention: City Attorney
222 West Main Street
Pensacola, Florida 32502

If to Foundation: c/o Community Health Northwest Florida
Attention: Executive Director
2315 West Jackson Street
Pensacola, Florida 32505

With a copy to: Phelps Dunbar, LLP
Attention: William H. Mitchem
501 Commendencia Street
Pensacola, Florida 32502

or as such party may from time to time designate by written notice to the other parties. Any party by notice to the others in the manner provided herein may designate additional or different addresses for subsequent notices or communications.

4.03 Covenants Run with the Land. All restrictions and covenants contained in this Declaration shall constitute covenants running with the land; and all grantees, devisees, heirs, personal representatives, successors and assigns of all parties claiming by, through, or under City and Foundation agree to be bound by the provisions of this Declaration.

4.04 Enforcement. Without limiting anything herein to the contrary, City shall have the right to enforce, by proceedings at law or in equity, all restrictions or covenants, now or hereafter imposed by the provisions of this Declaration. Failure by City to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so thereafter.

4.05 Severability. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Florida law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. If under present or future laws effective during the term of this Declaration any clause or provision of this Declaration is invalid or unenforceable, it is the intent of the parties that the remaining provisions of this Declaration shall not be affected thereby.

4.06 Amendments. This Declaration may be amended only by written instrument signed by City and Foundation or its successors and/or assigns.

4.07 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

[SIGNATURES ON THE FOLLOWING PAGES]

[IN WITNESS WHEREOF, the parties have executed this Declaration as of the date first set forth above.

FOR THE CITY OF PENSACOLA:

Witnesses:

_____
Printed Name: _____
Address: _____
_____

_____
Printed Name: _____
Address: _____
_____

THE CITY OF PENSACOLA,
a Florida municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____
Name: _____
Title: City Clerk

(SEAL)

LEGAL IN FORM AND CONTENT:

_____
Name: _____
Title: City Attorney

APPROVED AS TO SUBSTANCE

_____
Name: _____
Title: Economic Development Assistant Director

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

FOR FOUNDATION:

Witnesses:

_____
Printed Name: _____
Address: _____
_____

_____
Printed Name: _____
Address: _____
_____

COMMUNITY HEALTH NORTHWEST FLORIDA FOUNDATION, INC.,
a Florida not for profit corporation

By:_____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was subscribed and sworn to before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 2026, by _____, as _____ of Community Health Northwest Florida Foundation, Inc., a Florida not for profit corporation, on behalf of said corporation, who [ ] is personally known to me or [ ] who produced _____as identification.

_____
Signature NOTARY PUBLIC - STATE OF FLORIDA

_____
Print Name

EXHIBIT A
LEGAL DESCRIPTION

The East 1/2 of Lot 8 and all of Lots 9 and 10, Block 2, ENGLEWOOD HEIGHTS, a subdivision in Section 18, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat in Deed Book 59, Page 107; AND the East 1/2 of Lot 16 and all of Lots 17 and 18, Block 40, NORTH HILL HIGHLANDS, a subdivision in Section 27, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat in Deed Book 62, Page 244.

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Parcel ID: 000S009050008040
Account: 144069500
Owners: BAPTIST HEALTH CARE INC
Mail: C/O BAPTIST CORPORATE ADMINISTRATION
125 BAPTIST WAY, SUITE 6A
PENSACOLA, FL 32503
Situs: 801 W AVERY ST 32501
Use Code: PROFESSIONAL BLDG.
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$31,500	$302,738	$334,238	$334,238
2024	$31,500	$291,887	$323,387	$323,387
2023	$31,500	$287,813	$319,313	$319,313

Open TRIM Notice

Tax Estimator

Change of Address

Report Storm Damage

Enter Income & Expense Survey
Download Income & Expense Survey

Sales Data

Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records
11/15/2022	8899	1852	$100	QC	Y	
10/1996	4062	525	$100	WD	N	
08/1996	4029	50	$280,000	WD	N	
12/1983	1850	668	$165,000	WD	Y	
06/1979	1346	497	$100	WD	N	

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

FRATERNAL AND OTHER

Legal Description

E1/2 OF LT 8 AND ALL LTS 9 & 10 BLK 2 ENGLEWOOD HEIGHTS S/D PLAT DB 59 P 107 ALSO E1/2 OF LT 16 AND ALL LTS 17...

Extra Features

ASPHALT PAVEMENT
CONCRETE PAVING
CONCRETE WALKS
MASONRY WALL/FENCE

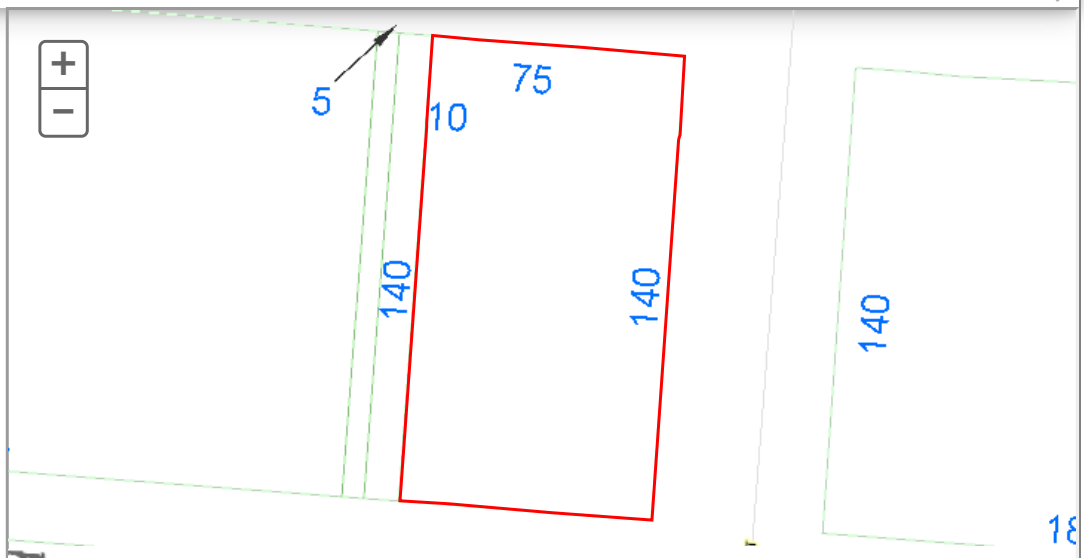
Parcel Information

Launch Interactive Map

Section Map Id: CA108

Approx. Acreage: 0.2318

Zoned: R-2



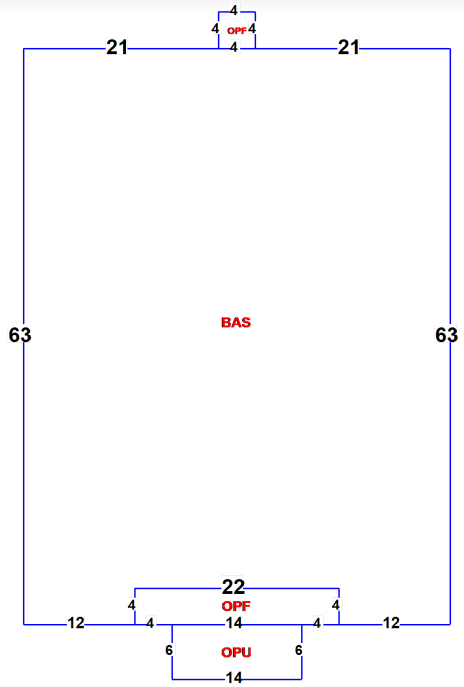
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:801 W AVERY ST, Improvement Type: OFFICE/MEDICAL, Year Built: 1967, Effective Year: 1990, PA Building ID#: 24136

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*HARDWOOD*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*PANEL-CUSTOM*
NO. PLUMBING FIXTURES-*16*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*HIP-HI PITCH*
STORY HEIGHT-*8*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 2998 Total SF

BASE AREA - *2810*
OPEN PORCH FIN - *104*
OPEN PORCH UNF - *84*

Images

5/9/2024 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-453 | Agenda Conference | 4/6/2026

RESOLUTION

SPONSOR: Allison Patton, Council President

SUBJECT:

RESOLUTION NO. 2026-15 — JOINT SESSION BETWEEN THE PENSACOLA CITY COUNCIL, PENSACOLA MAYOR AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

RECOMMENDATION:

That City Council adopt Resolution No. 2026-15:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, PRESCRIBING THE DATE, TIME AND LOCATION TO CONDUCT A JOINT SESSION OF THE PENSACOLA CITY COUNCIL, PENSACOLA MAYOR AND ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2014 the State Legislature passed Florida Statute 166.0213 which states in part, "…The governing body of a municipality may hold joint meetings to receive, discuss and act upon matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality at such time and place as shall be prescribed by ordinance or resolution."

The City Council and the Escambia County Board of County Commissioners have agreed to hold a joint session on April 16, 2026. This session shall be held at the Pensacola Bay Center, 201 E. Gregory St., Pensacola FL, 32502, on the 2nd Floor , C-Series and is scheduled to begin at 9:00 a.m.

The adoption of this resolution fulfills the requirements of Fla Stat 166.0213.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

3/31/2026

STAFF CONTACT:

Don Kraher, Council Executive
Adam Cobb, City Attorney
David Stafford, City Administrator

ATTACHMENTS:

1. Resolution No. 2026-15

PRESENTATION: No

RESOLUTION
NO. 2026-15

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; PRESCRIBING THE DATE, TIME AND LOCATION TO CONDUCT A JOINT SESSION OF THE PENSACOLA CITY COUNCIL AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, pursuant to Section 166.0213, Florida Statutes, the Pensacola City Council and the Escambia County Board of Commissioners desire to conduct a joint session to discuss matters of mutual interest and have agreed to meet on April 16, 2026; and

WHEREAS, this joint session will provide an opportunity for local governing bodies to informally meet and discuss matters of mutual interest, interagency cooperation and regional impact;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

Section 1. That a joint session between the Pensacola City Council and the Escambia County Board of County Commissioners be held on April 16, 2026 at 9:00 a.m. at the Pensacola Bay Center, 201 E. Gregory St., Pensacola, FL 32502, 2nd Floor, C-Series.

Section 2. This Resolution shall become effective on the fifth business day after the adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

_____
City Clerk

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-445 | Agenda Conference | 4/6/2026

ORDINANCE

SPONSOR: Charles Bare, Council Member

SUBJECT:

PROPOSED ORDINANCE NO. 05-26 — REPEALING SECTION 4-3-66, CORRUGATED CARDBOARD, OF THE CODE OF THE CITY OF PENSACOLA

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 05-26 on first reading:

AN ORDINANCE REPEALING SECTION 4-3-66, CORRUGATED CARDBOARD OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In May of 2009 this Ordinance was amended via Ordinance 18-09 wherein the language was changed from "Moving / packing boxes" to Corrugated cardboard. It appears, based on the plain language of the ordinance, that there is no charge for the placement of cardboard, flattened and placed curbside. It equally appears that when passed, this ordinance did not envision the current state of home deliveries; and amounts of cardboard generated.

Given the new Recycling Program recently initiated, this action seems to be inconsistent with the goals of the recycling program. No negative comments from sanitation have been received regarding this request for repeal.

To that end, a repeal of this ordinance, in its entirety seems appropriate.

PRIOR ACTION:

May 28, 2009 -- City Council amended this code section via Ordinance 18-09.

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

3/26/2026

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 05-26

PRESENTATION: No

PROPOSED
ORDINANCE NO. 05-26

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE REPEALING SECTION 4-3-66, CORRUGATED CARDBOARD OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-66 of the Code of the City of Pensacola, Florida, entitled "CORRUGATED CARDBOARD" is hereby repealed.

~~**Sec. 4-3-66. Corrugated cardboard.**~~
~~Corrugated cardboard moving boxes will be collected on an on-call basis. Cardboard is collected separately and must be flattened before being placed curbside.~~

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk