AGREEMENT FOR LEASE OF GOLF CARS

BETWEEN CITY OF RAPID CITY AND MILLER & SONS GOLF CARS

This Agreement is entered into this _______ day of __________________, 2022, by and between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota, 57701, a municipal corporation under the laws of the State of South Dakota (“City”) and ___________________________, a __________ organized under the laws of the State of _________________, (“Vendor”)

WHEREAS, the City Parks and Recreation Department solicited bids for a five-year lease of a golf cart fleet to be used at Meadowbrook Golf Course and Executive Golf Course (“Equipment”)

WHEREAS, submitted bids were evaluated in accordance with criteria listed in the advertised invitation for bids; and

WHEREAS, Vendor’s submitted bid was selected in accordance with state bid law.

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

1. VENDOR OBLIGATIONS.

1.A. Equipment. Vendor agrees to provide City with the following Equipment during the times provided in Section 1.B.

Sixty-One (70) Gas Carts – Grey

1. No model under 2023 in year
2. No less than 11.5 HP/gas engine (Fuel system closed loop/Electric fuel injection)
3. Meadowbrook logo to be affixed to the front of each golf cart
4. Independent Front Suspension
5. Consecutive Numbers shall be affixed to each cart on the back
6. Sun Top
7. Windshield (Fold & Detachable)
8. Sand/Seed Bottles and Brackets
9. Wheel Covers
10. Message Holders
11. 2 Keys per cart
12. USB Port
Two (2) Electric carts – Grey

1. No model under 2023 in year
2. No less than a 48v AC Power
3. Electric with /Lithium Batteries
4. Meadowbrook logo to be affixed to the front of each golf cart
5. Independent Front Suspension
6. Consecutive Numbers shall be affixed to each cart on the back
7. Sun Top
8. Windshield (Fold & Detachable)
9. Sand/Seed Bottles and Brackets
10. Wheel Covers
11. Message Holders
12. 2 Keys per cart
13. USB Port

Two (2) Utility Vehicles – Black  

- One Gas & One Electric

1. No model under 2023 in year
2. Gas – No less than 11.5 HP/gas engine (Fuel system closed loop/Electric fuel injection)
3. Electric - No less than a 48v AC Power / Lithium Batteries

1.B. City Possession of Equipment. Vendor shall deliver all of the Equipment under Section 1.A. within seven days of March 1 of each year of the Lease. Vendor shall remove this Equipment from City’s possession within seven days of December 15 of each year. Vendor agrees that it will pay any and all costs of such Equipment delivery and that City will not be responsible for any delivery costs.

1.C. Services. Vendor will provide “maintenance services” and other applicable services as recommended by the vehicle’s manufacturer, included but not limited to providing oil and filter changes, extra keys, and additional tires. The maintenance services shall include a complete service of each vehicle annually.

1.D. Maintenance. Deduction for Golf Carts in this lease if city staff provides service described in Section 1.C. $1,775.00 annually. (Oil and Filters provided by Vendor even if city staff provides service.)
2. CITY OBLIGATIONS

2.A. Cost. City's cost for the equipment described in Section 1 shall be as follows:

- 70 Gas Golf Carts (Grey) @ $693.36 per cart / per year Sub total $48,535.20
- 2 Electric Carts (Grey) @ $1,031.70 per cart / per year Sub total $2,063.40
- 2 Utility Vehicles (Black) @ $1,604.34 per cart / per year Sub Total $3,208.68

Optional Annual Maintenance Deduction for 74 carts ($1,775.00)

TOTAL YEARLY PRICE FOR ALL EQUIPMENT $52,032.28

2.B. Payment. Vendor shall invoice City no more than two times per calendar year, no less than one time per calendar year.

3. INSURANCE

Vendor shall not commence work under the Agreement until it has obtained all insurance required under this section. Documents of insurance shall be submitted to the City no later than two weeks after Agreement has been signed. Agreement is voidable if documents of insurance are not received.

Vendor agrees to maintain insurance coverage in the manner and amounts as set forth in Attachment A during the life of the Agreement. No modifications or change from these specifications shall be made without the City's written approval.

The commercial general liability policy and automobile liability insurance policy shall include the City as additional insured. The worker’s compensation policy shall contain a waiver of all rights of subrogation against the City.

Each insurance policy shall include a requirement that the insurer provide at least thirty (30) days written notice to City of cancellation in the terms and provisions of the applicable policy.

4. INDEMNIFICATION and HOLD HARMLESS

Vendor agrees to indemnify, defend, and hold harmless City officials, employees, agents, residents, and representatives against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of Vendor and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by Vendor or its employees.

5. LICENSES and PERMITS

Vendor shall be responsible for obtaining and paying costs of all necessary permits and licenses required by laws, rules and/or regulations set forth by the City, Pennington County or the State of South Dakota.
6. TERMINATION

6.A. Termination by City. City may terminate the Agreement at any time. City shall notify Vendor thirty (30) days prior to any such termination date. With prior notice to the City, Vendor shall have accompanied access to facilities to take possession of Equipment.

6.B. Termination by Vendor. Vendor may terminate the Agreement prior to the expiration of the term in the event of a material breach on the part of the City. Vendor shall provide sixty (60) days’ notice prior to the termination date. Upon such termination, and with prior notice to the City, Vendor shall have accompanied access to facilities to take possession of equipment.

7. RELATIONSHIP

This agreement does not create an employee relationship between the City of Rapid City and vendor or its agents or employees. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Vendor and the City of Rapid City. No agent of Vendor shall be the agent of the City, and Vendor covenants that it will not take any action in the name of, or by holding itself out as the agent of, the City of Rapid City.

8. TIME

Time is of the essence of this Agreement.

9. WAIVER

The failure by one party to require performance of any provision herein shall not affect that party’s right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

10. AMENDMENTS

The Agreement may not only be amended by a written document duly executed by all parties

11. ENTIRE AGREEMENT

This Agreement, along with the Bid Invitation and Vendor’s Bid Submission constitutes the entire agreement between the parties and supersedes all prior negotiations, agreements, and understandings whether oral or written.

12. EXECUTION OF CONTRACT

This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.

13. SEVERABILITY

If any provision of this Agreement is held unenforceable by court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
14. HEADINGS

The headings and numbering of the different paragraphs of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction, or effect of each provision.

15. VENUE

This Agreement shall be interpreted under the laws of the State of South Dakota. Any litigation under this Agreement shall be resolved in the circuit court of Pennington County, State of South Dakota.
Dated this ______ day of __________________, 2022.

    BY ____________________________________________

    IT's __________________________________________

    STATE OF ______________________)

    )SS.

    COUNTY OF ______________________)

    On this the ______ day of __________________, 2022, before me the undersigned officer, personally appeared _________________, who acknowledged himself/herself to be the _________________ of _________________, and as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of ____________________________________________

    In WITNESS WHEREOF, I hereunto set my hand and official seal.

    (Seal) __________________________________________

    Notary Public, State of ______________________

    My Commission Expires: ______________________

    Dated this ____________ day of __________________, 2022

    CITY OF RAPID CITY

    __________________________________________

    Steve Allender, Mayor

    ________________________________

    Finance Director

    (SEAL)