

**CONTRACT AMENDMENT NO. 4
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI
CONTRACT NO. EV2024-02**

THIS CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or "CITY"), and Club Car, LLC ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into Contract No. EV2024-02 ("Contract"); and

WHEREAS, the CITY and CONTRACTOR entered into Contract Amendment No. 1, No. 2, and No. 3 to amend the Contract to authorize CONTRACTOR to make changes that CONTRACTOR provides pursuant to the Contract to members of U.S. Communities; and

WHEREAS, the CITY and CONTRACTOR desire to add a new PRICING SCHEDULE effective July 12, 2017 to the Contract;

NOW THEREFORE, the CITY and CONTRACTOR agree to amend the Contract as follows:

- New Pricing Schedule B attached
- A. **Section 1 of the Contract is deleted and the following new Section 1 is inserted in lieu thereof to amend Attachment A – Pricing with a new Attachment A Pricing for 2017 and 2018 and to add Attachment B 2017-18 Connectivity Offering. New Attachment A and Attachment B are attached to this Contract Amendment.**

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated 10-14-2014 that is attached hereto and incorporated into this Contract. The CITY and CONTRACTOR agree to the following changes to CONTRACTOR's Proposal dated 10-14-2014:
 - Restocking fee reduced to 15% and CONTRACTOR also will review returns on a case by case basis in an effort to extend the highest level of support to the City of Kansas City, MO and all Participating Public Agencies;
 - CONTRACTOR agrees to increase the factory direct parts discount from 20% to 25% off MSRP to the City of Kansas City, MO and all Participating Public Agencies;
- (c) CITY's RFP No. EV2024 that is incorporated into this Contract by reference;
- (d) Attachment A – "2017-2018 Pricing"; and

(e) **Attachment B -2017-18 Connectivity Offering**

(e) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

B. Sections and Subsections Not Amended. All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.

C. Effectiveness Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

By: 

Title: Director Strategic Account SA153

KANSAS CITY, MISSOURI

By: 

Title: Manager of Procurement

Date: _____

Date: 7-17-17

Approved as to form:


Assistant City Attorney

**CONTRACT AMENDMENT NO. 3
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI
CONTRACT NO. EV2024-02**

THIS CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or "CITY"), and Club Car, LLC ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into Contract No. EV2024-02 ("Contract"); and

WHEREAS, the CITY and CONTRACTOR entered into Contract Amendment No. 1 and No. 2 to amend the Contract to authorize CONTRACTOR to offer leasing of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of U.S. Communities; and

WHEREAS, the CITY and CONTRACTOR desire to add Section 41 to the Contract to permit participating Public Agencies to obtain preventive maintenance plans through a service contract with Club Car provided below; and

NOW THEREFORE, the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. Section 41 of the Contract is added to permit participating Public Agencies to purchase optional service plans for preventative maintenance from Club Car as follows:**

Sec. 41. Planned Preventative Maintenance.

- (a) Club Car may provide planned preventative maintenance through a service contract through participating Club Car branches and a Public Agency may purchase the service contract through Club Car branches.
- (b) In the event a Public Agency and Club Car enter into a service contract, Club Car shall provide planned preventative maintenance plans to Public Agencies at the guaranteed lowest pricing rates offered to any Club Car customer in the applicable local market effective at the time of the service contract.

B. Sections and Subsections Not Amended. All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.

C. Effectiveness Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Date: 10/28/15

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

By: [Signature]

Title: Director of Sales

Date: 10/28/15

KANSAS CITY, MISSOURI

By: [Signature]

Title: Manager of Procurement Services

Approved as to form:

[Signature]
Assistant City Attorney

**CONTRACT AMENDMENT NO. 2
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI
CONTRACT NO. EV2024-02**

THIS CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or "CITY"), and Club Car, LLC ("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR entered into Contract No. EV2024-02; and

WHEREAS, the CITY and CONTRACTOR entered into Contract Amendment No. 1 to amend the Contract to authorize CONTRACTOR to offer leasing of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of U.S. Communities; and

WHEREAS, the CITY and CONTRACTOR desire to amend Section 40 to clarify the leasing of equipment and vehicles to Public Agencies; and

WHEREAS, the CITY and CONTRACTOR desire to add pricing for dealer preparation/installation of field installed options;

NOW THEREFORE, the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. Section 1 of the Contract is deleted and the following new Section 1 is substituted in lieu thereof to add Attachment A(1) — Pricing for Local Delivery/Dealer Preparation/Installation Fees as a Contract Document.

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated 10-14-2014 that is attached hereto and incorporated into this Contract (CONTRACTOR'S Proposal). The CITY and CONTRACTOR agree to the following changes to CONTRACTOR's Proposal dated 10-14-2014:

Restocking fee reduced to 15% and CONTRACTOR also will review returns on a case by case basis in an effort to extend the highest level of support to the City of Kansas City, MO and all Participating Public Agencies;

CONTRACTOR agrees to increase the factory direct parts discount from 20% to 25% off MSRP to the City of Kansas city, MO and all Participating Public Agencies;

- (c) CITY's RFP No. EV2024 that is incorporated into this Contract by reference; (CITY's RFP)

- (d) **Attachment A — "Pricing;"**
- (e) Attachment A (1) - Pricing for Local Delivery/Dealer Preparation/Installation Fees
- (f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."
- (g) In the event of any conflict of terms, the order or precedence shall be: the Contract, CONTRACTOR'S Proposal, and CITY's RFP.

B. Section 40 of the Contract is deleted and the following new Section 40 is substituted in lieu thereof to authorize the CONTRACTOR to offer leasing of equipment and vehicles as follows

Sec. 40. Leasing of Equipment and Vehicles to U.S. Communities Members.

- (a) Subject to subsection (c) of Section 40, CONTRACTOR is authorized to offer leasing on equipment and vehicles offered by CONTRACTOR in Contract No. EV2024-02 to any Participating Public Agency at the most favorable rates and terms consistent with Section 23. It shall be a precondition of any Lease becoming effective pursuant to this Contract that the Lease is approved and authorized by Participating Public Agency's Director of Finance (or equivalent officer).
- (b) CONTRACTOR shall not lease any equipment or vehicles to the CITY unless the CITY executes a written amendment to this Contract executed by both the CITY's Director of Finance and the CITY's City Attorney. The CITY shall have no financial obligation to CONTRACTOR or anyone else for any Lease that does not comply with all of the requirements of this Section.
- (c) Financing, if any, for the leasing of equipment or vehicles pursuant to subsection (a) and (b) will be available to the CITY or a Participating Public Agency through a third party lease source, including, but not limited to, De Lage Landen Financial Services, Inc. or Wells Fargo, and not through CONTRACTOR. Approval of the financing for the leasing of equipment or vehicles under this subsection is at the sole discretion of the third party lease source.

B. Sections and Subsections not Amended. All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.

C. Effectiveness Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

By:



Date: 06/19/15

Title:

Global Strategic Manager

KANSAS CITY, MISSOURI

By:



Date: 06/29/15

Title:

Procurement Manager

Approved as to form:



Assistant City Attorney

Attachment A.1 — Pricing for Local Delivery/Dealer Preparation /Installation Fees

Local Delivery/ Dealer Prep/Installation Fees

The following vehicle prep/installation charges will be charged by CONTRACTOR to participating Public Agencies and CITY:

Installation charge of \$300 per vehicle for canopy top, windshield and other options of a canopied vehicle. The installation charge applies to all vehicle types excluding fleet golf. CONTRACTOR agrees that \$300 per vehicle is the maximum amount per vehicle charge that CONTRACTOR will charge any Public Agency or CITY regardless of the number of options selected by a Public Agency or the CITY on any vehicle.

Installation charge of \$600 per vehicle for a cab and/or van box and other options on a cab vehicle. This installation charge applies to all vehicle types excluding fleet golf. CONTRACTOR agrees that \$600 per vehicle is the maximum amount per vehicle charge that CONTRACTOR will charge any Public Agency or CITY regardless of the number of options selected by a Public Agency or the CITY on any vehicle

Installation charge of \$50 per vehicle for tops, windshields and other options. The installation charge applies only fleet golf and no other vehicles. CONTRACTOR agrees that \$50 is the maximum amount per golf vehicle charge that CONTRACTOR will charge any Public Agency or CITY regardless of the number of options selected by a Public Agency or the CITY on any golf vehicle.

**CONTRACT AMENDMENT NO. 1
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RRELATED
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI
CONTRACT NO. EV2024-02**

THIS CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or "CITY"), and Club Car, LLC ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into Contract No. EV2024-02; and

WHEREAS, the CITY and CONTRACTOR desire to amend the Contract to authorize CONTRACTOR to offer leasing of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of U.S. Communities;

NOW THEREFORE the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. Section 40 of the Contract is added to the Contract to authorize the CONTRACTOR to offer leasing of equipment and vehicles as follows**

Sec. 40. Leasing of Equipment and Vehicles to U.S. Communities Members.

- (a) CONTRACTOR is authorized to offer leasing on equipment and vehicles offered by CONTRACTOR in Contract No. EV2024-02 to any Participating Public Agency at the most favorable rates and terms offered to any other customer. It shall be a precondition of any Lease becoming effective pursuant to this Contract that the Lease of approved and authorized by Participating Public Agency's Director of Finance (or equivalent office).
- (b) CONTRACTOR shall not lease any equipment or vehicles to the CITY unless the CITY executes a written amendment to this Contract executed by both the CITY's Director of Finance and the CITY's City Attorney. The CITY shall have no financial obligation to CONTRACTOR or anyone else for any Lease that does not comply with all of the requirements of this Section.

B. Sections and Subsections not Amended. All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.

C. Effectiveness Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: 5/5/2015

By: DAVID PETERSON

Title: Strategic Account Manager

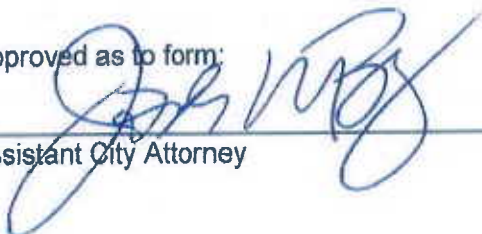
Date: 5/13/2015

KANSAS CITY, MISSOURI

By: FRENÉE MEDLIN

Title: Procurement Manager

Approved as to form:



Assistant City Attorney