

**AGREEMENT
BETWEEN THE
CITY OF MARCO ISLAND, FLORIDA
AND
CENTRAL FLORIDA YAMAHA, INC
FOR
2 OUTBOARD MOTORS
("PIGGYBACK" GENERAL SERVICES ADMINISTRATION,
AGREEMENT NO. 47QSWA23D006A)**

This Agreement is made this 2nd day of March 2026 ("Effective Date") by and between the **CITY OF MARCO ISLAND**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 50 Bald Eagle Drive, Marco Island, Florida 34145 (the "City"), and **CENTRAL FLORIDA YAMAHA, INC**, whose address is 730 US 27 N Lake Placid, FL 33852 (the "Contractor").

WITNESSETH

WHEREAS, the City wishes to enter into an agreement with the Contractor for the provision of ; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between General Services Administration, and the Contractor titled Agreement No. 47QSWA23D006A Central Florida Yamaha, Inc, effective as of May 24, 2023, attached hereto and incorporated herein as Exhibit "A" ("General Services Administration Contract"); and

WHEREAS, the City Code authorizes the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

WHEREAS, the following Central Florida Yamaha, Inc Agreements are made part of this contract and attached as the following Exhibits:

- Exhibit A Yamaha Quote for 2 Outboard Motors
- Exhibit B General Services Administration Contract

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Contract Terms. The Contractor agrees to provide the City the Services as set forth in the General Services Administration Contract whose terms are incorporated into this Agreement for

all purposes and represent the entire agreement between the parties except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the General Services Administration Contract, the order of priority shall be: this Agreement and the General Services Administration Contract. If any provisions of any of the exhibits attached to this Agreement conflict with the language in this Agreement, the provisions of this Agreement shall take precedence over any language in any of the exhibits.

The following additional provisions are included:

- A. The General Services Administration Contract is effective through May 24, 2028. Contractor shall notify the City, in writing, if General Services Administration plans to non-renew Agreement **NO. 47QSWA23D006A**. Contractor shall provide City with written notice of any non-renewal no later than thirty (30) days following receipt of a non-renewal notice from General Services Administration.

B. Adding paragraph for Invoices

Invoices for satisfactory services rendered and accepted by the City shall be sent to:

Via email: accountspayable@cityofmarcoisland.com
Attn: Carol McDermott
Finance Director
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

C. Governing Law, Jurisdiction, and Venue

The parties acknowledge that the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marco Island, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Collier County, Florida. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules. This Agreement shall be governed by the laws of the State of Florida.

D. Insurance

Prior to Contractor's commencement of services pursuant to this Agreement, Contractor shall deliver to the City, in a form acceptable to the City in its sole discretion, the

following documents within 15 days of execution of this Agreement:

All required certificates of insurance as provided for in the General Services Administration Contract with the City of Marco Island named as an “Additional Insured”

(1) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.

(2) The City of Marco Island shall be named as the Certificate Holder.
NOTE: The “Certificate Holder” should read as follows:

The City of Marco Island
Attn: Risk Manager
50 Bald Eagle Drive
Marco Island, Fl 34145

(3) Contractor shall ensure that it maintains substantially equivalent coverages as required by this insurance section for the duration of this Agreement. In the event that any policy(ies) are canceled without being replaced by equivalent coverage; are adversely amended or modified; and/or the applicable coverage amounts are reduced, Contractor will provide the City with notice of such cancellation and/or other adverse modifications or reductions in coverage no later than thirty (30) days following any cancellation, modification, or reduction in coverage required pursuant to this Agreement.

E. **Indemnification.** To the extent that the City is required to indemnify the Contractor for any damages, claims, or suits arising out of the Agreement, the City’s obligation to indemnify shall be limited by the requirements of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing herein shall constitute a waiver of the City’s entitlement to sovereign immunity.

F. **Adding paragraph for Audits.**

Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Work outlined in this Agreement for at least four (4) years after the completion of Work pursuant to this Agreement. Owner reserves the right to audit the records of the Contractor related to the Work performed at any time during the execution of the Work and for a period of four (4) years after final payment for such Work is made.

G. **Adding paragraph for Notice.**

Whenever any party desires to give formal notice in connection with legal proceedings or other similar actions or matters unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission to the receiving party, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving of notice:

CITY: Casey Lucius, City Manager City of Marco Island
50 Bald Eagle Drive
Marco Island, Florida 34145
Telephone No. (239) 389-3996

Copy To: Alan L. Gabriel, City Attorney
Weiss Serota Helfman Cole & Bierman, PL
2255 Glades Road, Suite 200-E
Boca Raton, FL 33431
Telephone No. (561) 835-2111

EFM: Central Florida Yamaha, Inc
730 US 27 N
Lake Placid, FL 33852
Telephone No. (863) 465-6669

- H. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the Parties and their respective successors, heirs, and assigns. The Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
- I. FLORIDA STATUTORY REQUIRED AFFIDAVITS – Central Florida Yamaha, Inc shall sign the required affidavits attached to this Addendum, and incorporated herein.

CENTRAL FLORIDA YAMAHA, INC

By Kasey Painter
Print Name: Kasey Painter
Title: Government Sales Manager

Date: 3/2/2026

CITY OF MARCO ISLAND, FLORIDA:

By _____
Casey Lucius, City Manager

ATTEST:

Date: _____

Ms. Joan Taylor, City Clerk

Approved as to form:

By: _____
Alan L. Gabriel, City Attorney

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the City is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the City, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of Central Florida Yamaha, a non-governmental entity.
3. Central Florida Yamaha does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

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



Witness #1 Print Name: _____

Print Name: Sarah Jehaludi

Witness #2 Print Name: _____

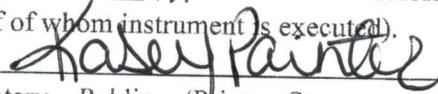
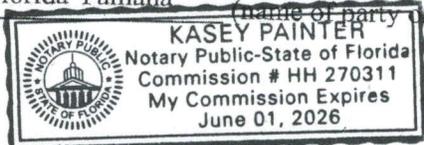
Title: Commercial Sales Coordinator

Entity Name: Central Florida Yamaha

OATH OR AFFIRMATION

State of Florida
County of Highlands

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 2 day of MARCH, 2025, by Sarah Jehaludi (name of person) as Agent (type of authority) for Central Florida Yamaha (name of party on behalf of whom instrument is executed).



Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

Central Florida Yamaha, Inc.

47QSWA23D006A

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the City may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the City which would grant the entity access to an individual's personal identifying information.

- 1. X ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S. In the presence of:

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

Witness #1 Print Name: _____

Print Name: Sarah Jehaludi

Witness #2 Print Name: _____

Title: Commercial Sales Coordinator

Entity Name: Central Florida Yamaha

OATH OR AFFIRMATION

State of Florida

County of Highlands

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 2 day of March, 2025, by Sarah Jehaludi (name of person) as Agent (type of authority) for Central Florida Yamaha (name of party on behalf of whom instrument is executed).



Kasey Painter

Notary Public (Print, Stamp, or Type as Commissioned)

- X Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath



730 U.S. 27 North
Lake Placid, FL 33852

[T] 863.232-5661
[F] 863.465.7233

February 26, 2026
City of Marco Island

Sgt. Montgomery,
Listed below is your quote.

GSA ITEMS:

Part Number:	Description:	Unit Price:	Qty:	Ext. Price:
14000105A	Mercury 400XL Verado	\$29,852.00	1	\$29,852.00
14000106A	Mercury 400CXL Verado	\$30,240.00	1	\$30,240.00

OPEN MARKET ITEMS

8M0133240	DUAL STD W/ TRIM	\$1,866.00	1	\$1,866.00
893353A04	KT-KEY SWITCH DL	\$140.00	1	\$140.00
8M0157213	HARNESS-HELM	\$292.00	1	\$292.00
8M0146744	CABLE-LL 15FT	\$197.00	2	\$394.00
8M0150523	HRNS POWER 15FT	\$72.00	2	\$144.00
8M0168337	KIT-RIG CENTER	\$667.00	2	\$1,334.00
8M0179757	HARN-UMB 25FT	\$421.00	2	\$842.00
8M0173753	HARN KIT – DUAL 5FT	\$158.00	1	\$158.00
8M0187098	HARN-V10 RIG CTR	\$22.00	2	\$44.00
8M0173598	HARN-ACC RIG CNTR	\$77.00	2	\$154.00
8M0149414	BATTERY CABLE KIT	\$315.00	2	\$630.00
8M0167297	HOSE KIT 28FT	\$325.00	1	\$325.00
8M0150612	HOSE KIT 8FT	\$213.00	1	\$213.00
8M0118141	STEERING CYL KIT	\$851.00	1	\$851.00
8M0137442	HELM KIT – TLT 32CM	\$823.00	1	\$823.00
8M0199049	PUMP-GEN C HD	\$963.00	1	\$963.00
8M0210681	HSD SIGNAL DUAL	\$166.00	1	\$166.00
892868T01	ADAPTOR-DUAL PWRS	\$38.00	1	\$38.00
8M0149746	APS-TRIP ENGINE	\$243.00	1	\$243.00
8M0159931	HARNESS-PWRSTR25F	\$76.00	1	\$76.00

8M0150104	HARNESS-PS 12FT	\$110.00	1	\$110.00
8M0213282	TIEBAR-DUAL 32 IN	\$893.00	1	\$893.00
8M0124496	V-VIEW 703 MULTI	\$2,822.00	1	\$2,822.00
8M0180053	RIG TUBE BLK 5FT	\$64.00	2	\$128.00
67755A15	BOLT KIT-650 IN	\$102.00	3	\$306.00
8M0109756	DOUBLE NUT KIT	\$24.00	2	\$48.00
8M0144608	FUSE HOLDER	\$11.00	4	\$44.00
8M0204731	CABLE BOOT	\$2.00	10	\$20.00
8M0151971	CABLE-BLK 6FT	\$81.00	2	\$162.00
8M0149793	CABLE-ORN 15FT	\$175.00	2	\$350.00
8M0149789	CABLE RED 6FT	\$79.00	4	\$316.00
8M0185657	GROMMET-INGRESS	\$7.00	2	\$14.00
8M0180071	TRANSOM HSG 25IN	\$15.00	2	\$30.00
898289T75	HARNESS-10' PORT TANK LEVEL	\$32.00	1	\$32.00
8M0149026	HARN-APS 120IN	\$57.00	2	\$114.00
8M0165557	J-BOX 5-WAY W/CAP	\$67.00	1	\$67.00
MISC-S4	REVS, SS, 4B PROP (you choose pitch)	\$1,424.00	2	\$2,848.00
8M0182970	FLO TORQ X HUB	\$322.00	2	\$644.00
8M0078630	20W40 SYNTHETIC OIL, GALLON	\$52.00	6	\$312.00
SHOP	SHOP SUPPLIES	\$350.00	1	\$350.00
LABOR	REMOVE OLD & INSTALL NEW	\$8,000.00	1	\$8,000.00

Total: \$87,398.00

Lead Time: 6 to 8 week lead time from date of order, then we would need to schedule install with our service department once we have all items in hand

MAS Schedule/SIN: 336612

Have a great day!

Kasey Painter
 Government Sales Manager
 Central Florida Yamaha, Inc.
 Cage Code: IVQ20
 DUNS Number: 152615712
 GSA Contract Number: 47QSWA23D006A
 UEI: NQLL23LXVM6

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Authorized Federal Supply Schedule FSS Price List

On-line access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The website for GSA Advantage!® is: <https://GSAAdvantage.gov>.

Multiple Award Schedule

FSC Group: Multiple Award Schedule
Contract number: 47QSWA23D006A

Contract period: May 24, 2023-May 23, 2028

Central Florida Yamaha, Inc.
730 US 27 N
Lake Placid, FL 33852-9439
863-465-6669

www.cfyamaha.com

Contract administration source: Adam Hess

Business size: Small

For more information on ordering go to the following website: <https://www.gsa.gov/schedules>.

Price list current as of Award.

Prices Shown Herein are Net (discount deducted)

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs	Recovery	SIN Title
336612	336612-RC	Marine Craft

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. See GSA Advantage

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. n/a

2. Maximum order: \$250,000.00

3. Minimum order: \$100

4. Geographic coverage (delivery area). HI, PR and Territories: Origin, Continental US: Domestic

5. Point(s) of production (city, county, and State or foreign country). Same as Company Address

6. Discount from list prices or statement of net price. Government Net Prices (discounts already deducted.)

7. Quantity discounts. 3% for orders over \$200,000.00

8. Prompt payment terms. Net 30 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. (Contractor insert number of days.) Contact Contractor

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. Contact Contractor

10c. Overnight and 2-day delivery. Contact Contractor

10d. Urgent Requirements. Contact Contractor

11. F.O.B. point(s). Destination

- 12a. Ordering address(es). Same as company address
- 12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es). Same as company address
14. Warranty provision. Standard Commercial Warranty Terms & Conditions
15. Export packing charges, if applicable. Not Applicable
16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable
17. Terms and conditions of installation (if applicable). Not Applicable
- 18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable
- 18b. Terms and conditions for any other services (if applicable). Not Applicable
19. List of service and distribution points (if applicable). Not Applicable
20. List of participating dealers (if applicable). Not Applicable
21. Preventive maintenance (if applicable). Not Applicable
- 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable
- 22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services and show where full details can be found (e.g. contractor's website or other location.) ICT accessibility standards can be found at:
<https://www.Section508.gov/>.
Not Applicable
23. Unique Entity Identifier (UEI) number. NQLLL23LXVM6
24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM

U.S. General Services Administration

Contract Summary Document

Company Name: **CENTRAL FLORIDA YAMAHA INC**

UEI : **NQLLL23LXVM6**

Contract Number : **47QSWA23D006A**

1. Estimated Award Value :\$ 2000000

Base Period :\$ 500000

Option Period 1 :\$ 500000

Option Period 2 :\$ 500000

Option Period 3 :\$ 500000

2. Solicitation Number : 47QSMD20R0001

3. Contract Period : May 24, 2023 through May 23, 2028

4. Business Size : Small Business

5. Business Types :

Business Type	Description
2X	2X - For-Profit Organization
LJ	LJ - Limited Liability Company
XS	XS - S Corporation
A5	A5 - Veteran Owned Business

6. Subcontracting Plan Type : N/A and Expiration : N/A

7. Items Awarded :

SIN	Description	Large Category	Subcategory
336612	Marine Craft	Transportation and Logistics Services	Motor Vehicles (non-Combat)

Labor Categories :

N/A

8. Escalation Rates :

N/A

9. IFF Statement :

552.238-80 Industrial Funding Fee and Sales Reporting (JUL 2020) (ALTERNATE I MAY 2019)

10. Minimum Order Quantities:

\$100.00

11. Minimum Order Limit : \$ 100

12. Maximum Order Limit : \$ 0

13. Geographic Coverage :

SIN	Scope
336612	V - 48 States,DC

14. Prompt payment Discounts :

Discount1 : 00.000 % if Payment is made within 00 days

Discount2 : 00.000 % if Payment is made within 00 days

Net 30 days.

Volume Discounts :

3% additional greater than \$200,000

15. MFC (Most Favored Customer)/BOA (Basis of Award) Customer :

State and Local Government

16. Approved Exceptions :

CENTRAL FLORIDA YAMAHA INC offer dated February 16, 2023 and Final Proposal Revision dated May 2, 2023, submitted in response to standing Solicitation No 47QSMD20R0001, for Multiple Award Schedule MAS, is hereby accepted by the Government.

17. Terms and Conditions :

Clause	Title
--------	-------

Terms and Conditions Notes :