

ID 112729

Date: December 15, 2025

To: The Honorable Board of Acquisition and Contract

From: Kathleen M. O'Connor
Commissioner of Parks, Recreation and Conservation

Re: Resolution authorizing the County of Westchester to enter into an agreement with DLL Finance LLC, and to authorize DLL Finance LLC to subcontract with Club Car LLC, in order to provide the County with golf carts and golf cart maintenance for a term of April 1, 2026 through December 31, 2027, in an amount not to exceed \$64,380.

Authority is hereby requested from your Honorable Board to authorize the County of Westchester ("the County") acting by and through its Department of Parks, Recreation & Conservation (the "Department") to enter into a lease agreement with DLL Finance LLC, 8001 Birchwood Court, Suite C, P.O. Box 2000, Johnston, IA 50131 ("DLL"), commencing on or about April 1, 2026 and terminating on December 31, 2027, for the provision of 29 new GPS-equipped golf carts, for an amount not to exceed \$64,380 (the "Agreement"). Authority is further hereby requested to approve Club Car, LLC, 4125 Washington Road, Evans, GA 30809 ("Club Car") as the subcontractor to provide these golf carts, related equipment and services.

It should be noted by your Honorable Board, that the County has an existing agreement with DLL (Club Car is an approved subcontractor) to provide the County with the provision of golf carts, including GPS and maintenance services. The Department determined that additional carts were needed for the upcoming golf season and the proposed Agreement shall supplement the golf carts, equipment and services already being provided through the existing agreement. The existing agreement and proposed Agreement shall have the same termination date of December 31, 2027.

Pursuant to the terms of the Agreement, the County will agree to broadly indemnify, defend and hold DLL and Club Car harmless, to the maximum extent permitted by law, for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees in connection with the Agreement. The County will further agree to be responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees, whether based on a theory of strict liability or otherwise caused by or related to (a) the ownership, operation, use, lease, possession or delivery of the equipment, (b) any defective condition in the equipment arising while in the County's possession.

This agreement will be for 29 additional carts at the following courses:

Mohansic Golf Course – 10 gasoline powered golf carts
Sprain Lake Golf Course – 10 gasoline powered golf carts

Maple Moor Golf Course – 4 gasoline powered golf carts
Saxon Woods Golf Course -5 gasoline powered golf carts

The public purpose of the Agreement is to allow the County to lease golf carts for the convenience and benefit of the public golfer. The goal of this Agreement is to provide this important amenity to patrons of County golf courses and provide revenue to the County. The objective of this Agreement will be tracked and monitored using financial reports and by site visits by Department staff.

Authority to exempt this Agreement from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3 (a) xxi thereof has been granted by your Honorable Board in accordance with a separate resolution of even date herewith.

Accordingly, approval of the attached resolution is respectfully recommended.

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/08/2026 - RAYMOND SCULKY, SECRETARY

RESOLUTION

Upon a communication from the County's Commissioner of Parks, Recreation and Conservation, be it hereby:

RESOLVED, that the County of Westchester (the "County") is authorized to enter into a lease and maintenance agreement (the "Agreement") with DLL Finance LLC ("DLL") for the provision of 29 new GPS-equipped golf carts, having a term of April 1, 2026 through December 31, 2027, and in an amount not to exceed \$64,380, with the golf carts being distributed to the following Golf Courses:

Mohansic Golf Course – 10 gasoline powered golf carts
Sprain Lake Golf Course – 10 gasoline powered golf carts
Maple Moor Golf Course – 4 gasoline powered golf carts
Saxon Woods Golf Course -5 gasoline powered golf carts; and be it further

RESOLVED, that DLL shall be authorized to subcontract with Club Car, LLC ("Club Car") as an approved subcontractor of DLL, to provide the golf carts as well as golf cart maintenance and related services and equipment during the term of the Agreement; and be it further

RESOLVED, that pursuant to the terms of the Agreement, the County will agree to broadly indemnify, defend and hold DLL and Club Car harmless, to the maximum extent permitted by law, for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees in connection with the Agreement. The County will further agree to be responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees, whether based on a theory of strict liability or otherwise caused by or related to (a) the ownership, operation, use, lease, possession or delivery of the equipment, (b) any defective condition in the equipment arising while in the County's possession.

RESOLVED, that this Agreement is subject to County appropriations; and be it further

RESOLVED, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right either to terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to take such action and execute such documents as may be necessary and proper to effect the purposes hereof.

Original Agreement	\$ 64,380.00
First Amendment	\$
This Amendment	\$
TOTAL	\$ 64,380.00

Agreement # PRC-1499

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
165	42	3010	4380		\$32,190.00
165	42	3010	4380		\$32,190.00

2026
2027

Budget Funding Year(s) 2026-2027 Start Date 4-1-26 End Date 12-31-27

Funding Source	Tax Dollars <u>\$64,380.00</u>
	State Aid _____
<u>\$64,380.00</u>	Federal Aid _____
(must match resolution)	Other _____

APPROVED BOARD OF ACQUISITION & CONTRACT 11/08/2016 - RAYMOND SCULKY, SECRETARY