

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 18461
 Sponsor(s): Fred Arbanas
 Date: April 1, 2014

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Authorizing a Special Events Lease for the Rental of Golf Carts for the Parks + Rec Department from M & M Golf Cars of Lee's Summit, Missouri</u> ;												
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="318 541 1442 737"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Parks + Rec Department Estimated Use: \$3,240.00 Requesting approval by the Legislature of the Special Events Lease; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only. Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:			
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Amount budgeted for this item * (including transfers):	\$												
Source of funding (name of fund) and account code number:													
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):												
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253												
REQUEST SUMMARY	The Parks + Rec Department needs to lease Golf Carts for their Campgrounds for the Spring/Summer Season (April through October) and will also need to lease Golf Carts for their annual Fourth of July Special Event. Quotes were obtained as follows: <table border="1" data-bbox="311 1472 1523 1602"> <thead> <tr> <th>Vendor</th> <th>Campgrounds</th> <th>4th of July Special Event</th> </tr> </thead> <tbody> <tr> <td>M & M of Lee's Summit, MO</td> <td>\$ 2,900.00</td> <td>\$ 340.00</td> </tr> <tr> <td>Kings Karts of Clinton, MO</td> <td>\$ 4,300.00</td> <td>N/B</td> </tr> <tr> <td>RMI of Olathe, KS</td> <td>\$10,000.00</td> <td>\$ 700.00</td> </tr> </tbody> </table> Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award for a Special Events Lease for the Parks + Rec Department to M & M Golf Carts as the lowest and best quote received.	Vendor	Campgrounds	4 th of July Special Event	M & M of Lee's Summit, MO	\$ 2,900.00	\$ 340.00	Kings Karts of Clinton, MO	\$ 4,300.00	N/B	RMI of Olathe, KS	\$10,000.00	\$ 700.00
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M & M of Lee's Summit, MO	\$ 2,900.00	\$ 340.00											
Kings Karts of Clinton, MO	\$ 4,300.00	N/B											
RMI of Olathe, KS	\$10,000.00	\$ 700.00											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A												

ATTACHMENTS	Memorandum from Dianne Kimzey, Deputy Director of Parks + Rec and the Special Events Lease	
REVIEW	Department Director: <i>Michelle Newman</i>	Date: <i>3-25-14</i>
	Finance (Budget Approval): <i>If applicable N/A</i> <i>Sherran S Ball</i>	Date: <i>3-26-14</i>
	Division Manager: <i>SS</i>	Date: <i>3/27/14</i>
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

**JACKSON COUNTY
Parks + Rec**

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

MEMORANDUM

TO: Barbara Casamento, Purchasing Department
FROM: Dianne Kimzey, Deputy Director
DATE: March 24, 2014
SUBJECT: Resolution for Cart Leases

The Parks Department is requesting legislative action to approve the attached lease agreements for M&M Golf Cars. The agreements contain language that requires authorization by the Legislature.

The lease term begins April 1st for the campgrounds and July 4th for special event. A purchase order was issued for the campgrounds, 1652-026444. An RE was entered in the system for the special event, RE 321158090026657.

Please let me know what can be done to expedite the process for introduction on March 31, 2014.



Michael D. Sanders, County Executive

Special Event Lease Agreement - Daily

Lease agreement between M&M Golf Cars, LLC of Mexico, Lees Summit, and O'Fallon, Missouri (LESSOR) and

Jackson County Park (LESSEE)

Address: _____

Lessor agrees to furnish golf cars (vehicles) to the above named Lessee:

From: _____ Through: _____

#Of Cars	Price per Car	#Of Days	Extension
#Of Trucks	Price per Truck	#Of Days	Extension
#Of 4-Pass <i>5</i>	Price per 4-Pass <i>60.00</i>	#Of Days <i>1</i>	Extension <i>300.00</i>
#Of 6-Pass	Price per 6-Pass	#Of Days	Extension
#Of A.D.A.	Price per ADA	#Of Days	Extension
#Of Amb.	Price per Amb	#Of Days	Extension
#Of Loads	Price per Load		Extension <i>40.00</i>
Permit #			Sales Tax
			Fuel Surcharge
			TOTAL

Deliver to: _____

Lessee in consideration of the rental of the above vehicle(s), agrees to return the leased vehicle(s) immediately following the completion of the event in as good condition as received - normal wear being expected.

Lessee further agrees to pay for any damages that are sustained to the leased vehicle(s) while in Lessee's possession.

Lessee further agrees to pay for any damages to facilities or grounds caused by Lessee's use of leased vehicle(s).

Lessee further agrees to hold M&M Golf Cars, LLC harmless and to defend it from any and all claims for damages of any nature, whether to Lessee or to others that may arise from or through the use of leased vehicle(s)

Lessee represents that Lessee is familiar with the operation and use of leased vehicle(s) and that Lessee will read and abide by the instructions appearing on the vehicle(s). Lessee further represents that Lessee can operate and control the same in accordance with instructions.

Lessee further agrees that in case of complete rainout, and vehicle(s) have been delivered to Lessee's location, Lessee shall pay to Lessor \$ *200.00*

Lessee further agrees to render Lessor harmless if mechanical failure to Lessor's equipment prevents delivery.

Lessee further agrees to pay for leased vehicle(s) as quoted above when vehicle(s) are delivered.

Lessee further agrees that when Lessee sublets the vehicle(s) that the party or parties that are subletting are familiar with the operation and use of leased vehicle(s) and that they have read the instructions appearing on the vehicle(s). Lessee further represents that they can operate and control the vehicle(s) in accordance with leased vehicle(s) instructions.

Lessee further agrees that all operators of the leased vehicle(s) will be of age eighteen or older.

Lessee further agrees to not operate this vehicle(s) in a manner that does not comply with federal, state, county, and or city laws.

* Lessee certificate of insurance is required covering liability, property damage and physical damage on vehicle. List M&M Golf Cars, LLC as additional named insured and Loss Payee. Certificates need to be faxed to the M&M Golf Cars location that is providing the vehicle(s).

All rental vehicles must be returned to designated rental area for pickup at the end of rental period or an additional rental will be charged.

The following signatures will make this agreement binding of both parties and need not be witnessed.

Lessor M&M Golf Cars, LLC By *Mini Evans* Date *3-3-2014*

* Lessee _____ By _____

Print Name _____ Date _____

Please advise arrival time required _____ AM/PM on _____

This lease agreement will be voided if one copy is not returned or faxed to the M&M Golf Cars that is providing the vehicle(s), signed and dated by _____

and a deposit of \$ *600* to hold vehicles in your name, balance due on delivery of cars,

FAX Numbers

Mexico: 573-581-7267

Lees Summit: 816-795-5538

O'Fallon: 636-379-1628

Special Event Lease Agreement – 1 Month to 1 Year

Lease agreement between M&M Golf Cars, LLC of Mexico, Lees Summit, and O'Fallon, Missouri (LESSOR) and

Jackson County Parks & Rec. (LESSEE).
 Address: 22801 Woods Chapel Rd. Blue Springs, Mo 64015

Lessor agrees to furnish golf cars (vehicles) to the above named Lessee:

From: 2 QTY April 1, 2014 Through: 2 QTY Oct. 31, 2014
1 QTY April 1, 2014 1 QTY Sept. 30, 2014

#Of Cars	Price per Car	#Of Months	Extension
#Of Trucks <u>2</u>	Price per Truck	#Of Months <u>7</u>	Extension <u>B.S. & Jacomo Campground</u>
#Of 4-Pass <u>1</u>	Price per 4-Pass	#Of Months <u>6</u>	Extension <u>Longview Campground</u>
#Of 6-Pass	Price per 6-Pass	#Of Months	Extension
#Of A.D.A.	Price per ADA	#Of Months	Extension
#Of Amb.	Price per Amb	#Of Months	Extension
#Of Loads	Price per Load		Extension
			Sales Tax
Permit #			Fuel Surcharge
			TOTAL <u>2900.00</u>

Deliver to: Leshe Jacomo, Blue Springs, & Longview Campgrounds

Lessee in consideration of the rental of the above vehicle(s), agrees to return the leased vehicle(s) immediately following the completion of the event in as good condition as received - normal wear being expected.

Lessee further agrees to pay for any damages that are sustained to the leased vehicle(s) while in Lessee's possession.

Lessee further agrees to pay for any damages to facilities or grounds caused by Lessee's use of leased vehicle(s).

Lessee further agrees to hold M&M Golf Cars, LLC harmless and to defend it from any and all claims for damages of any nature, whether to Lessee or to others that may arise from or through the use of leased vehicle(s).

Lessee represents that Lessee is familiar with the operation and use of leased vehicle(s) and that Lessee will read and abide by the instructions appearing on the vehicle(s). Lessee further represents that Lessee can operate and control the same in accordance with instructions.

Lessee further agrees that when Lessee sublets the vehicle(s) that the party or parties that are subletting are familiar with the operation and use of leased vehicle(s) and that they have read the instructions appearing on the vehicle(s). Lessee further represents that they can operate and control the vehicle(s) in accordance with leased vehicle(s) instructions.

Lessee further agrees that all operators of the leased vehicle(s) will be of age eighteen or older.

Lessee further agrees to not operate this vehicle(s) in a manner that does not comply with federal, state, county, and or city laws.

Lessee certificate of insurance is required covering liability, property damage and physical damage on vehicle. List M&M Golf Cars, LLC as additional named insured and Loss Payee. Certificates need to be faxed to the M&M Golf Cars location that is providing the vehicle(s).

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The following signatures will make this agreement binding of both parties and need not be witnessed.

Lessor M&M Golf Cars, LLC By _____ Date _____

Lessee _____ By _____

Print Name _____ Date _____

Please advise arrival time required _____ AM/PM on _____.

This lease agreement will be voided if one copy is not returned or faxed to the M&M Golf Cars that is providing the vehicle(s), signed and dated by _____,

and a deposit of \$ _____ to hold vehicles in your name, balance due on delivery of cars.

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REVISED 08/25/10