

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a contract for the leasing of golf carts for use by the Parks + Rec Department, to M & M Golf Cars of Lee's Summit, MO, at a cost to the County not to exceed \$3,500.00.

**RESOLUTION NO. 20116**, March 18, 2019

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need to lease golf carts for use at the campgrounds for the spring and summer season and for other events as needed; and,

WHEREAS, pursuant to section 1030.5 of the Jackson County Code, the Director of Finance and Purchasing recommends the approval of the attached Special Event Lease Agreement with M & M Golf Cars of Lee's Summit, MO, at an actual cost to the County not to exceed \$3,500.00; now therefore,

BE IT RESOLVED that the Director of Finance and Purchasing, be and is hereby, authorized to execute for the County the attached lease with M & M Golf Cars; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20116 of March 18, 2019, was duly passed on March 25, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7 Nays 0  
Abstaining 0 Absent 2

3/25/19  
Date

  
Mary Jo Spino, Clerk of Legislature

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.

ACCOUNT NUMBER: 300 1652 56790  
ACCOUNT TITLE: Park Enterprise Fund  
Registration & Permits  
Other Contractual Services  
NOT TO EXCEED: \$3,500.00

3/15/19  
Date

  
Chief Administrative Officer

## Special Event Lease Agreement - 1 Month to Year

Lease agreement between M & M Golf Cars, L.L.C. of Mexico, Lees Summit, O Fallon, Missouri, Bettendorf, Iowa and Andover, Kansas (LESSOR) and

Jackson County Parks & Recreation (LESSEE)

22801 Woods Chapel Rd Blue Springs, Mo 64015

Lessor agrees to furnish golf cars to the above named Lessee on 4/01/18

10/31/19 (2)  
9/30/19 (1)

#Of Cars	Price per Car	#Of Months	Extension
#Of Trucks <u>3</u>	Price per Truck <u>175</u>	#Of Months <u>20</u>	Extension <u>\$3500</u>
#Of 4-Pass	Price per 4-Pass	#Of Months	Extension
#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	#Of Months	Extension
			Trail Fees
			Sales Tax
			TOTAL <u>\$3500</u>

Deliver to Lake Jacomo, Blue Springs Lake & Longview Lake Campgrounds

Lessee agrees to:

In consideration of the rental of the above vehicle to me, I agree to return the said vehicle immediately following the completion of the event in as good condition as I received same, normal wear being expected.

I further agree to pay for any damages that are sustained by the said vehicle while the same is in my possession.

I further agree to pay for any damages to the facilities or grounds caused by my use of said vehicle.

I further agree to hold M & M Golf Cars, L.L.C. harmless and to defend it from any and all claims for damages of any nature, whether to myself or to others that may arise from or through the use of said vehicle.

I represent that I am familiar with the operation and use of said vehicle and that I have read the instructions appearing hereon and the instructions appearing on the vehicle. I further represent that I can operate and control the same in accordance with said instructions.

I further agree that in case of complete rainout, and cars have been delivered to lessee's location, Lessee shall pay to Lessor \$                     .

I further agree to render Lessor harmless if mechanical failure to our equipment prevents delivery.

I further agree to pay for said vehicle as quoted above when cars are delivered.

I further agree that when I sublet the vehicle, that the party or parties that are subletting are familiar with the operation and use of said vehicle and that they have read the instructions appearing hereon and the instructions appearing on the vehicle. I further represent that they can operate and control the same in accordance with said instructions.

I further agree that all operators of the said vehicle will be of age eighteen or older.

~~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.~~

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.

With complete agreement to the above, the following signatures will make this agreement binding of both parties and need not be witnessed.

Lessor M & M Golf Cars, L.L.C. By [Signature] Date 2/19/19

Lessee X By X Date X

Please advise arrival time required                      AM/PM on                     

This lease agreement will be voided if one copy is not returned, signed and dated by                     , and a deposit of \$                      to hold vehicles in your name, balance due on delivery of cars \$                     .

3/04/19  
Zmb

3/04/19  
Zmb