

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a thirty-six (36) month term and supply lease of golf carts for use by the Parks and Recreation Department to M & M Golf Carts of Lee's Summit, MO, under the terms and conditions of Invitation to Bid No. 50-08.

RESOLUTION #16830, February 17, 2009

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 50-08 for a thirty-six month lease of golf carts for use by the Parks and Recreation Department; and,

WHEREAS, a total of four notifications were distributed and three responses were received as follows:

<u>VENDOR</u>	<u>BID (annual cost)</u>
M & M Golf Carts, Lee's Summit, MO	\$59,072.40
EZ-GO Lenexa, KS	\$73,168.80
Masek Golf Cart Gering, NE	\$64,324.20

and,

WHEREAS, the Director recommends award to M & M Golf Carts of Lee's Summit, MO, as the lowest and best bidder; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are available in the then current Jackson County budget.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16830 of February 17, 2009, was duly passed on February 23, 2009 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

2.24.09
Date


Mary Jo Spino, Clerk of Legislature

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.

2/12/09
Date


Director of Finance and Purchasing

LEASE AGREEMENT

R. 16830

THIS AGREEMENT, made and entered into on this 18TH day of April, 2009, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "County", and **M & M GOLF CARTS**, 4252 NE Port Drive, Lee's Summit, MO 64064, hereinafter referred to as "M&M."

WHEREAS, County and M&M desire to enter into a lease agreement for the lease of golf carts in accordance with the terms, conditions and covenants as set forth in this Agreement; and,

WHEREAS, M&M and County have agreed to be bound by the provisions hereof;

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and M&M respectively promise, covenant and agree with each other as follows:

1. M&M agrees to provide golf carts for use by the County at its Fred Arbanas Golf Course, as is more fully set out in Invitation to Bid No. 50-08, attached hereto and incorporated herein by reference as Exhibit A, and Response to Invitation to Bid No. 50-08 by M&M, attached hereto and incorporated herein by reference as Exhibit B. M&M agrees to provide sixty-eight (68) new 2009 Club Car DS Gas golf carts, which shall include suntop, sweater basket, scuff plates, two number decals per cart, message holders, and "Fred Arbanas Golf Course" decal on the front of each cart. All carts shall be the same color, as designated by the County, and shall be equipped with any accessories as may be agreed to by addendum hereto. M&M also agrees to provide one (1) new 2009 Club Cart Turf-II with portable beverage unit, equipped with a canopy

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MARY JO SPINO
COUNTY CLERK

top and windshield, with color to be selected by the County, and one (1) new 2009 Club Cart Turf-II with Driving Range Cage Range Picker.

2. The County shall be responsible for maintaining batteries and tires and for refueling and cleaning the carts. M&M shall be responsible for other routine maintenance and for all other repairs, including weekly preventative maintenance, to be performed on a weekly basis on Fridays, and for the overhaul and body repair necessitated by normal wear and tear. M&M shall also be responsible for the pick up, storage and redelivery of the golf carts not stored by the County during the off season when the Fred Arbanas Golf Course is closed. County has the facilities to winter store approximately seventy (70) carts and hereby agrees to do so.

3. M&M shall maintain public liability insurance including product liability insurance coverage. The amounts of such coverage shall be at least \$100,000.00 per individual and \$1,000,000.00 per occurrence. M&M shall also maintain and keep in effect adequate fire and extended coverage, and theft, vandalism, and collision insurance covering the golf carts, which coverage may provide for a deductible amount of \$5,000.00 per incident of loss. The County shall be responsible for all casualty losses beneath the deductible amount.

4. Use of the golf carts by the County, its employees, invitees or agents, for the purpose of performing duties as rangers or marshals, maintenance, transportation between residences and golf courses, parades, any use on public thoroughfares or for any use other than rental while playing golf is strictly prohibited without approval of M&M, and any insurance coverage provided herein does not apply to these unauthorized uses of the golf carts without such approval.

5. Any acts of vandalism to the golf carts shall be reported in writing by the County to M&M upon discovery, together with any names and/or evidence which might lead to the apprehension of the vandals or might aid in filing an insurance claim. Property damage due to fire or theft, and injuries resulting from the use of the golf carts shall be reported in the same manner.

6. This is a three-year lease. The lease term shall commence on May 15, 2009, and shall terminate on May 14, 2012.

7. County shall pay M&M the sum of \$4,922.70 per month, for a total of \$59,072.40 per year for the duration of this Agreement. The County's total three year obligation under this lease shall not exceed \$177,217.20.

8. The parties recognize that County intends to satisfy its financial obligation to M&M hereunder out of funds annually appropriated for that purpose by the County Legislature. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any calendar year for lease payments due hereunder, County shall immediately notify M&M of this occurrence and this Agreement shall terminate on the last day of the calendar year for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the lease payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, County agrees to peaceably surrender possession of the golf carts to M&M on the date of termination and that M&M shall have all legal and equitable rights and remedies to take possession of the golf carts. Upon such termination, and at any time thereafter, M&M may enter any premises with or without legal process, where the golf carts

without legal process, where the golf carts may be and take possession thereof. County further agrees:

(a) That any funds authorized or appropriated for the lease or purchase of golf carts or functionally similar equipment in any calendar year shall be applied to the lease payments hereunder until all such funds are exhausted;

(b) That County has not and will not in the future agree to give priority or parity to the application of such funds to the lease, hire, or acquisition of other functionally similar equipment; and,

(c) That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget for each calendar year during the term of this lease, a request for adequate funds to meet its obligation under this Agreement in full. This provision shall not be construed so as to permit County to terminate this Agreement in order to acquire similar or competitive equipment from another party or manufacturer or to allocate funds to directly or indirectly perform essentially the same functions for which the golf carts are intended. County warrants that it has adequate funds to meet its obligations hereunder during the current calendar year.

9. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

10. M&M warrants that no officer or employee of County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.


11. This Agreement, together with attached Exhibits A and B, incorporates the entire understanding and agreement of the parties. In the event of a conflict among the provisions of any of these documents, the provision of the document in the following order shall prevail: 1) this Agreement; 2) Exhibit B; 3) Exhibit A.

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement on the date first above written.


JACKSON COUNTY, MISSOURI

M & M GOLF CARTS, LLC

By:


Q. Troy Thomas
Director of Finance and Purchasing


By:


Title: Partner
Federal Tax ID No. 43-1699397

APPROVED AS TO FORM

ATTEST

By:


Mark S. Jones
County Counselor

By:


Mary Jo Spino
Clerk of the Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$59,072.40 which is hereby authorized.

Date

4/28/09

Director of Finance and Purchasing

Account No.: 300-1666-56790

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