

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

**A RESOLUTION** authorizing the County Executive to execute a month-to-month lease with Truman Medical Center, for the furnishing of office space for use by the Medical Examiner's Office, at an annual cost to the County of \$1.00.

**RESOLUTION NO. 20142**, April 15, 2019

**INTRODUCED-BY** Charlie Franklin, County Legislator

WHEREAS, the Medical Examiner's Office desires to enter into a month-to-month lease with Truman Medical Center (TMC) for the Medical Examiner's facility on TMC's Hospital Hill campus, at a cost of \$1.00 per year; and,

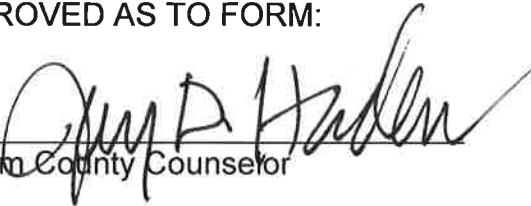
WHEREAS, this lease agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached lease agreement; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments on the lease to the extent that sufficient appropriations are contained 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:

  
Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20142 of April 15, 2019, was duly passed on April 23, 2019 by the Jackson County Legislature. The votes thereon were as follows:

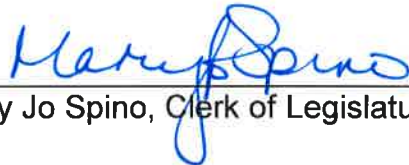
Yeas 7

Nays 0

Abstaining 0

Absent 2

4.23.19  
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: 002 2001 56790  
ACCOUNT TITLE: Health Fund  
Medical Examiner  
Other Contractual Services  
NOT TO EXCEED: \$1.00

4/10/19  
Date

  
Chief Administrative Officer

## LEASE

This Agreement is made as of \_\_\_\_\_, 2019, between **Truman Medical Center, Incorporated**, a Missouri nonprofit corporation (the "Hospital") and **Jackson County, Missouri, a body corporate and politic of the State of Missouri** ("Lessee").

1. **Leasehold.** Hospital hereby leases to Lessee, and Lessee hereby leases from Hospital, the property located at 950 East 21st Street, Kansas City, Missouri, the current location of the County Medical Examiner (the "Premises").
2. **Term.** The Premises shall be leased from month to month beginning \_\_\_\_\_, 2019. Notwithstanding anything else in this Agreement to the contrary, either party may terminate this Agreement at any time by providing thirty (30) days advance written notice to the other party of its intent to terminate the Agreement and setting forth the date of termination.
3. **Option to Purchase.** At any time during the term of this Lease, Lessee shall have the option to purchase the Premises for the payment of the sum of \$1.00. In the event of a purchase of the Premises pursuant to this paragraph, Hospital's obligations hereunder shall cease upon the closing of the purchase transaction. Further, Lessee's exercise of its option to purchase under this paragraph shall invalidate any pending lease termination notice issued by Hospital under paragraph 2 above.
4. **Grounds and Systems Maintenance.** As is provided in the current Agreement between the parties relating to the Medical Examiner's office, Hospital shall be responsible for maintenance of the exterior grounds of the Premises, to include, lawn mowing and watering, landscaping, tree trimming, snow removal, sidewalk and driveway repair, and the like. Hospital shall also be responsible for the maintenance and minor repair of the mechanical systems, to include plumbing and HVAC, within the Premises. Further, the Hospital shall continue to be responsible for the following services on the Premises:
  - a. Hazardous waste disposal (including formalin disposal);
  - b. Surgical towel laundering;
  - c. Electricity bills; and
  - d. Fire alarm monitoring.
5. **Rent.** Rent shall be \$1 annually, payable on July 1.
6. **Insurance.** Hospital agrees to maintain at Hospital's expense comprehensive general liability and property/casualty insurance, comparable to that provided for all premises owned by the Hospital at the Hospital Hill location.

7. Notice. Any notices required to be given hereunder shall be given by certified U.S. mail, return receipt requested. If notice is given to the Lessee, it shall be addressed to:

County Executive  
Jackson County Court House  
415 E. 12<sup>th</sup> St, 2<sup>nd</sup> Floor  
Kansas City, MO 64106

If notice is given to the Hospital, it shall be addressed to:

William Colby, General Counsel  
Truman Medical Center  
2301 Holmes  
Kansas City, mo 64108

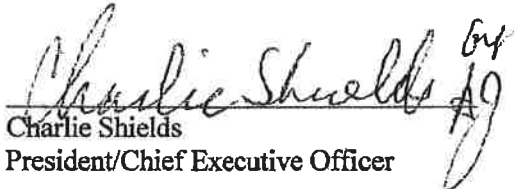
8. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or of any association between Hospital and Lessee and no provision contained in this Agreement or any actions of the parties hereto shall be deemed to create any relationship between Hospital and Lessee other than the relationship of landlord and tenant.

9. Governing Law. This Agreement shall be governed, construed, and interpreted according to the laws of the State of Missouri.

IN WITNESS WHEREOF, Hospital and Lessee have caused this Agreement to be duly executed in multiple counterparts, each of which shall be deemed an original, on the day and year first written above.

**TRUMAN MEDICAL CENTER, INC.**

**JACKSON COUNTY, MISSOURI**

  
Charlie Shields  
President/Chief Executive Officer

\_\_\_\_\_  
Frank White, Jr.  
County Executive

APPROVED AS TO FORM:

ATTEST

\_\_\_\_\_  
County Counselor

\_\_\_\_\_  
Mary Jo Spino  
Clerk of the County 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 from which payment is to be made, each sufficient to meet the obligation of \_\_\_\_\_ which is hereby authorized. Funds for future years are subject to appropriation in the County's then current annual budget.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Account No. \_\_\_\_\_