

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a lease for office space for use by the Prosecuting Attorney's Family Support Division with CBRE Oak Tower Building of Kansas City, MO, under the terms and conditions of Request for Proposals No. 21-19, for a lease term of seven years, at an actual cost in 2020 of \$274,654.92.

RESOLUTION NO. 20325, December 2, 2019

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written proposals on RFP No. 21-19 for the furnishing of leased office space for use by the Prosecuting Attorney's Office's Family Support Division; and,

WHEREAS, a total of twenty-six notifications were distributed and two responses were received; and,

WHEREAS, the Prosecuting Attorney's Office identified the best proposal and negotiated a seven-year lease with annual incremental increases, subject to annual appropriation; and,

WHEREAS, pursuant to section 1054.6 of Jackson County Code, the Director of Finance and Purchasing and the Prosecuting Attorney recommend award to CBRE Oak Tower Building of Kansas City, MO, as the lowest and best proposal received; and,

WHEREAS, the recommended vendor is the current landlord for the Family Support

Division offices at 324 E. 11th Street, Kansas City, MO; and,

WHEREAS, the attached lease agreement adequately sets forth the rights and obligations of the parties with regard to this matter; and,

WHEREAS, the recommended lease term is seven years with an option to terminate after year five and with no increase in lease payments for years six and seven at an initial annual cost in 2020 in the amount of \$274,654.92; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing hereby is authorized to execute the attached lease agreement with CBRE Oak Tower Building; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing hereby is authorized to make all payments including final payment on the lease, subject to the availability of appropriated funds in the County's then current annual 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 No. 20325 of December 2, 2019, was duly passed on December 9, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

12.9.19
Date


Mary Jo Spino, Clerk of Legislature

Subject to the appropriation in the County's 2020 and future years' annual budgets.

12-2-2019
Date

 (For)
Chief Administrative Officer

AMENDMENT #3

THIS THIRD LEASE AMENDMENT is entered into and made as of the _____ day of November, 2019, by and between K.C. PARTNERS OAKTOWER LIMITED PARTNERSHIP ("Landlord") and JACKSON COUNTY, MISSOURI ("Tenant") for the benefit and use of Jackson County Prosecuting Attorney's Office, Family Support Division.

WITNESSETH:

WHEREAS, Landlord and Tenant have theretofore entered into an Original Lease dated August 30, 2006, First Amendment effective January 1, 2013 and Second Amendment effective April 1, 2015 (collectively, the "Lease") of Landlord's building commonly known as Oak Tower, 324 East 11th Street, Kansas City, Missouri 64106 (the "Premises"), upon terms and conditions described in said Lease; and

WHEREAS, Landlord and Tenant desire to amend said Lease as described below;

NOW, THEREFORE, in consideration of the mutual rents promised in this Third Lease Amendment and other good and valuable consideration, the receipt and adequacy of which is acknowledged by both parties, effective January 1, 2020 ("Effective Date"), it is mutually agreed by and between the parties as follows:

- 1. **Premises:** Effective January 1, 2020, the Premises shall consist of 16,476 rentable square feet on the 11th and 12th full floors.
- 2. **Term:** The Term of this Lease is hereby extended and shall expire on December 31, 2026.
- 3. **Minimum Rent:** Effective January 1, 2020, the Base Rent for the remaining term of the Lease shall be payable monthly in advance in the amounts set forth below. Monthly Base Rent for the term shall be:

January 1, 2020 – December 31, 2020	=	\$16.67 / RSF	\$22,887.91 / month
January 1, 2021 – December 31, 2021	=	\$17.26 / RSF	\$23,697.98 / month
January 1, 2022 – December 31, 2022	=	\$17.76 / RSF	\$24,384.48 / month
January 1, 2023 – December 31, 2023	=	\$18.28 / RSF	\$25,098.44 / month
January 1, 2024 – December 31, 2026	=	\$18.81 / RSF	\$25,826.13 / month

4. **Tax Base Rent Adjustment:**

- (a) For any calendar year during the Term, "Taxes" (as hereinafter defined), in excess of the amount paid for in the Tax Base Year 2019, shall increase the Base Rent for such calendar year by an amount equal to the Tenant's Percentage.
- (b) The term "Taxes" shall mean all taxes and assessments, of every kind and nature, special or otherwise, levied upon or with respect to the Property, including without limitation general real property taxes imposed by federal, state, or local governments (excluding income, franchise, capital stock, federal and state estate and inheritance taxes, and taxes based on receipt of rentals) and any personal property taxes imposed upon fixtures, machinery, apparatus systems and appurtenances in, upon or used in connection with the Building for the operation thereof.

If at any time during the Term the method of taxation then prevailing shall be altered so that any tax, assessment, levy, imposition or charge or any part thereof, shall be imposed upon Landlord (or if Landlord is a Trustee, then upon beneficiaries of Landlord) in place, or partly in place, of any such taxes or increase therein, heretofore described in this Subsection (c), and shall be measured by or be based in whole or in part upon the Property or the rents or other income therefrom, then all such taxes, assessments, levies, impositions or charges or part thereof, to the extent that they are so measured, or based, shall be included in taxes, to the extent that such items would be payable if the Property were the only property of Landlord (or the only property of the beneficiaries under the Trust, if Landlord is a Trustee) subject thereto and the rent and other income of Landlord (or the only income of the beneficiaries under the Trust, if Landlord is a Trustee).

- (c) Notwithstanding the foregoing, the Tax Base Rental adjustments under subparagraphs (a) and (b) for any period in any calendar year during the term of this Lease which includes less than a full calendar year shall be determined on the basis of Taxes during the entire calendar year and then prorated on a per diem basis in accordance with the number of days in such calendar year included within the Term. If this Lease commences during a year in which the Building was constructed, the actual Taxes for such year shall be multiplied by a fraction, the denominator of which is 365, and the numerator of which is the number of days in such year the Building was occupied by any tenant.
- (d) As soon as practicable after the beginning of each calendar year, commencing with the calendar year following the year in which this Lease is dated, the Landlord will furnish to Tenant a statement for a year ("Annual Statement") showing the budgeted Taxes for such year, the actual Taxes for the immediately preceding year, if the amounts are then known and if any estimate for the same was furnished to Tenant, and the resulting adjustments to the Base Rent for such year and for the immediately preceding year. It is the intention hereunder to estimate the amount of the Taxes in and for each such year, and then adjust such estimate in the following year based upon the actual Taxes incurred and/or paid for by Landlord. The obligation of the parties with respect to the payment of any increases or decreases in Base Rent shall survive the termination of the Lease.
- (e) The payment of any increase or the credit for any decrease in Rental pursuant to the provisions of this Section 4 shall be made as follows: On the first day for the payment of Rental under this Lease following the furnishing of the Landlord's Annual Statement (1) the Tenant, in the event of an increase, shall pay to the Landlord a sum equal to one-twelfth of the Tenant's share of such increase multiplied by the number of months then elapsed commencing with January 1st of the appropriate calendar year, (except as otherwise modified herein for fractional periods) and, in advance, one-twelfth of such share in respect to the then current month; and (2) thereafter, until the next Annual Statement shall be rendered, the monthly installments of Rental payable under this Lease shall be increased or decreased, as the case may be, by an amount equal to one-twelfth of the Tenant's share of such increase or decrease before the adjustment, if any, resulting from Landlord's Annual Statement showing the differences between the budgeted Taxes and the actual as provided above, and before adjustment, if any, for Tenant's payment of Rental prior to such period. Any payment, refund, or credit made shall be made without prejudice to any right of the Tenant to dispute or of the Landlord to correct any item or items in such statement. Any adjustment required shall be made within twenty (20) days after the decision requiring such adjustment shall have been rendered by the certified public accountants concerned.

5. **Termination Option:** Notwithstanding any other provisions of this Lease to the contrary and provided that Tenant is not and has not been in Default of any of the terms and conditions of this Lease, Tenant may elect to terminate this Lease at any time after the fifth full year of occupancy. Tenant shall be required to provide Landlord twelve (12) months' prior written notice of its election to terminate the Lease. In the event Tenant exercises this termination option, Tenant shall pay to Landlord within thirty (30) days after being billed by Landlord a termination fee (the "Termination Fee") consisting of an amount equal the unamortized costs of Landlord's total capital expenses and leasing concessions pertaining to this Lease, including without limitation any real estate brokerage commissions and finder's fees, and any tenant improvements or other incentives, compounded at a rate of eight percent (8%).

Notwithstanding any other provisions of this Lease to the contrary and provided that Tenant is not and has not been in Default of any of the terms and conditions of this Lease, and in the event that building Real Estate Taxes exceed \$3.50 / rentable square feet, Tenant may elect to terminate this Lease at any time. Tenant shall be required to provide Landlord twelve (12) months' prior written notice of its election to terminate the Lease. In the event Tenant exercises this termination option, Tenant shall pay to Landlord within thirty (30) days after being billed by Landlord a termination fee (the "Termination Fee") consisting of an amount equal the unamortized costs of Landlord's total capital expenses and leasing concessions pertaining to this Lease, including without limitation any real estate

brokerage commissions and finder's fees, and any tenant improvements or other incentives, compounded at a rate of eight percent (8%).

6. **Landlord's Work:** Landlord, at Landlord's expense, shall complete the following:
 - Repair or replace existing radiators as needed on 11th and 12th floors to good working condition.
 - Repair or replace drinking and hand faucet water lines, or install water filters if needed, to ensure quality water supply.
 - Replace stained or damaged ceiling tiles on 11th and 12th floors.
 - New paint (Sherwin Williams Pro-Mar 200 HP Zero VOC Interior Latex) in 2 conference rooms and the common area corridor on the 11th floor, color choice by Tenant.
 - Replace stained carpet tiles throughout Premises with existing stock of matching carpet tiles.
7. **Renewal Option:** Section 4, Renewal Option, of Amendment #1 is hereby deleted in its entirety and no Renewal Options remain.
8. **Brokerage:** Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than CBRE, Inc, whose commissions shall be paid by Landlord pursuant to a separate written agreement. Landlord and Tenant shall each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.
9. **Tenant's Acknowledgement:** Tenant acknowledges that Landlord is in full compliance with and has performed all of its obligations under the Lease. The Tenant has no claim against Landlord which could result in an offset or deduction against amounts due Landlord under the Lease.

The Lease, as heretofore modified, except as modified by this Third Lease Amendment, is in all respects, revived, republished, ratified and confirmed, and the terms, provisions, and conditions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Lease Amendment by proper persons thereunto duly authorized so to do as of the day and year first hereinabove written.

TENANT:

JACKSON COUNTY, MISSOURI

BY: _____

NAME: _____

TITLE: _____

LANDLORD:

K.C. PARTNERS OAKTOWER LIMITED PARTNERSHIP

BY: _____

NAME: _____

TITLE: _____



COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: K.C. PARTNERS OAKTOWER LIMITED PARTNERSHIP

BUYER/TENANT: JACKSON COUNTY, MISSOURI

PROPERTY ADDRESS, CITY, COUNTY, STATE, ZIP: 324 E 11th Street, 11th and 12th floors, KCMO 64106

DATE OF CONTRACT: November 6, 2019

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or *(in Missouri only)* Disclosed Dual Agents. LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required).

Licensee Assisting Seller/Landlord is acting as: (Check applicable)

- Seller's/Landlord's Agent
- Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- N/A-Seller(s) is not represented
- Sub Agent

Licensee Assisting Buyer/Tenant is acting as: (Check applicable)

- Seller's/Landlord's Agent
- Buyer's/Tenant's Agent
- Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- N/A, Buyer(s) is not represented
- Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- Seller/Landlord to Pay all Licensees. All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.
- Buyer/Tenant to Pay Buyer's Agent. Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO.

Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
LICENSEE ASSISTING SELLER/LANDLORD	DATE	LICENSEE ASSISTING BUYER/TENANT	DATE

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