

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an extension to the lease agreement with Space Center Kansas City, Inc., of Independence, MO, for thirty-six (36) months, with two additional twenty-four (24) month extension options, at a cost to the County not to exceed \$147,628.35 in 2009, and a total thirty-six (36) month cost of \$590,513.40, as a sole source purchase.

RESOLUTION #16850, March 16, 2009

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the County has a need for the furnishing of office space and climate controlled record storage space for use by the Recorder of Deeds' Records Center; and,

WHEREAS, by Resolution 11036, dated November 27, 1995, the County Legislature did authorize the execution of a three-year lease agreement with Space Center Kansas City of Independence, MO, with two optional five year extensions; and,

WHEREAS, subsequent authorized extensions have taken the lease with Space Center Kansas City, Inc., to its current expiration of March 31, 2009; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when the items to be acquired can be obtained from only one source; and,

WHEREAS, the Director of Finance and Purchasing recommends an extension to the

existing lease agreement with Space Center Kansas City, Inc., of Independence, MO, as a sole source provider, because Space Center is the current provider, attempting to move the records to a new center would be costly, and digitizing efforts are not funded in the current budget, all of which is set out more fully in the attached Memorandum; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an extension to the lease agreement with Space Center, in a form to be approved by the County Counselor, for an amount not to exceed \$147,628.35 in 2009; 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 agreement, subject to annual appropriation.

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

I hereby certify that the attached resolution, Resolution #16850 of March 16, 2009, was duly passed on March 23, 2009 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

3.24.09

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: 044 1804 56620
ACCOUNT TITLE: Recorder's Fee Fund
Records Center
Rent Buildings
NOT TO EXCEED: \$147,628.35

Remaining funds sufficient to meet this obligation are subject to appropriation of the 2010 and future years' budgets.

3/11/09

Date



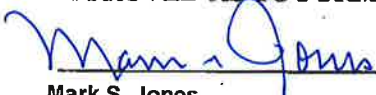
Director of Finance & Purchasing

Thousand Three Hundred Twenty-Nine Dollars and 17/100 (\$12,329.17) per month plus the then in effect Annual Base Rent adjustments for Common Area Maintenance, building maintenance, janitorial expenses and taxes during the term hereof, without deduction or set off, on the first day of each month. Lessee shall pay as rent for the Premises during the second extended term hereof the total sum of Three Hundred One Thousand Four Hundred Dollars (\$301,400.00), payable in equal monthly installments of Twelve Thousand Five Hundred Fifty-Eight Dollars and 33/100 (\$12,558.33) plus the then in effect Annual Base Rent adjustments for Common Area Maintenance,, building maintenance, janitorial expenses and taxes during the term hereof, without deduction or set off, on the first day of each month.

4. Except as modified hereby, all terms and conditions of the Agreement and any other addenda thereto shall govern the occupancy of the Premises and all additions thereto during the remaining term of the Lease.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Fourth Addendum to Lease on the date first above written.

APPROVED AS TO FORM:



Mark S. Jones
JACKSON COUNTY COUNSELOR

JACKSON COUNTY, MISSOURI

By: 

MIKE SANDERS
County Executive

ATTEST



Clerk of the Legislature

SPACE CENTER KANSAS CITY, INC.,
a Minnesota corporation


By: 

WES COWAN
Its: Vice President

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 treasure to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$ 147,628.35 which is hereby authorized.

April 15, 2009
Date



Director of the Department of Finance
Account No. 044-1804-56620
18042009003

Res. #16850

FOURTH ADDENDUM TO LEASE AGREEMENT

This Addendum made and entered into this 17 day of April, 2009 by and between SPACE CENTER KANSAS CITY, INC., a successor in interest to GeoSpace Joint Venture, 1500 West GeoSpace Drive, Independence, MO 64056 ("Lessor"), and JACKSON COUNTY MISSOURI, a First Class Constitutional Home Rule Charter County (hereinafter "Lessee").

RECITALS:

WHEREAS, Lessor and Lessee entered into a Lease Agreement the 29th day of December, 1995; and

WHEREAS, Lessor and Lessee amended the Lease Agreement on March 3rd, 1999; March 1st, 2000; and January 24th, 2004; and

WHEREAS, Lessor and Lessee desire to further amend the Lease to extend the term; and

NOW THEREFORE, the parties hereto agree as follows:

1. Paragraph 2 of the Lease is deleted and restated as follows:

"2. **Term.** This lease is for an extended term ("Extended Term") of Three (3) years commencing April 1st, 2009 and ending on March 31st, 2012, unless sooner terminated under any provision of this lease."

2. **Rent:** Lessee shall pay as rent for the Extended Term the total sum of Four Hundred Forty Three Thousand Eight Hundred Fifty Dollars (\$443,850.00) payable in advance installments of Twelve Thousand Three Hundred Twenty-Nine Dollars and 17/100 (\$12,329.17) per month plus the then in effect rent for Common Area expenses, building maintenance, janitorial expenses and taxes without deduction or set off, on the first day of each month ("Expenses"). The current 2009 Expenses after annual CAM increase are \$4,073.98 per month.
3. **Option to Extend Term.** While this Lease is in full force and effect, and provided Lessee is not in default of any of the terms and conditions hereof, Lessee shall have an option to extend the amended term of this Lease for two (2) terms of two (2) years. Lessee shall exercise such option by giving Lessor written notice of its intentions to do so at least six (6) months in advance of the beginning of the extended term. Lessee shall pay as rent for the Premises during the first extended term hereof the total sum of Two Hundred Ninety Five Thousand Nine Hundred Dollars (\$295,900.00), payable in equal monthly installments of Twelve

FILED

APR 17 2009

MARY JO SPINO
COUNTY CLERK