

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

**A RESOLUTION** authorizing the County Executive to execute a month-to-month lease for the furnishing of office space for use by Missouri State Board of Probation and Parole to the State of Missouri's Office of Administration, and accepting rental payments from the State of Missouri.

**RESOLUTION #16769**, December 1, 2008

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, the State of Missouri's Office of Administration desires to lease office space located at County-owned facilities at 1305 Locust and 1315 Locust on a month-to-month basis for use by Missouri State Board of Probation and Parole staff; and,

WHEREAS, the County is willing to provide such space, and the attached Memorandum of Lease sets forth acceptable terms and the means of payment from the State to the County; and,

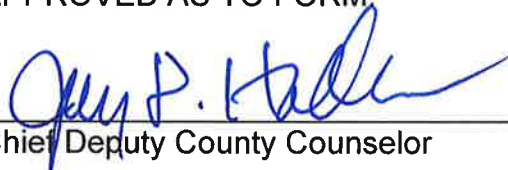
WHEREAS, the Memorandum of Lease includes payment of rent retroactive to March 2008; now therefore,

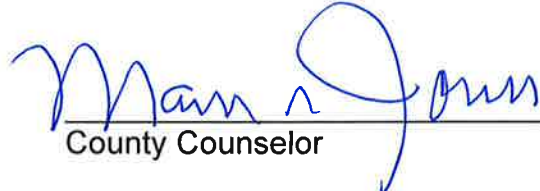
**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a Memorandum of Lease with the State of Missouri, in a form substantially similar to that attached, to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all arrangements necessary for acceptance of the lease payments from the State of Missouri.

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 #16769 of December 1, 2008 was duly passed on December 8, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

12.9.08  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

**MEMORANDUM OF UNDERSTANDING #04801898**

Between the County of Jackson, LESSOR, and

the STATE OF MISSOURI, by the Office of Administration,

Division of Facilities Management, Design and Construction, LESSEE

THIS AGREEMENT is entered into by and between The County of Jackson, Missouri (State of Missouri Vendor Number \*\*\*), hereinafter called the Lessor, and the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction, hereinafter called the Lessee, on behalf of the Department of Corrections, Board of Probation and Parole, hereinafter called the "Tenant" or "Lessee", and covers the period of March 1, 2008, through September 30, 2008 and the terms of a month-to-month lease thereafter. It shall serve as a written mechanism by which each party can formalize their respective responsibilities in the utilization of office space at 1315 Locust Street and 1305 Locust Street in Kansas City (Jackson County), State of Missouri.

The parties have agreed that:

The Department of Corrections shall:

1. Occupy 7,460 square feet between two locations commonly known as 1305 Locust and 1315 Locust.
2. Pay monthly rent in arrears of Seven Thousand Seven Hundred Seventy Dollars and Eighty Three Cents (\$7,770.83).
3. Occupy the premises on a month to month basis after September 30, 2008 and pay monthly rent of Seven Thousand Seven Hundred Seventy Dollars and Eighty Three Cents (\$7,770.83) with 60 day notification from either party required to terminate.

The County of Jackson shall:

1. Provide a total of 7,460 square feet of office space located at 1315 Locust and 1305 Locust.
2. Provide utilities and janitorial service.
3. Provide no parking.
4. Provide general garbage and trash removal from the premises.

The Lessor shall maintain the premises in good repair and tenantable condition, including buildings, equipment, HVAC filters, fixtures and any other property furnished by the Lessor to the Lessee under said Lease. In the event the premises

fall into disrepair or untenable condition arising from the Lessor's failure to perform maintenance as required, such that the Lessee or its employees' ability to safely or comfortably conduct business is substantially impaired, the Lessee shall notify the Lessor in writing of the general nature of the disrepair or untenable condition. Lessor shall have 30 consecutive calendar days from the date of this notice to take whatever measures are necessary to correct the disrepair or untenable condition to the Lessee's reasonable satisfaction. If the Lessor fails or neglects to take measures to correct the disrepair or untenable condition within such 30 day period, then the Lessee may, at its option, (1) take measures to correct the disrepair or untenable condition in compliance with applicable Missouri law and procedures governing the same and abate the cost of such corrective measures from the rent otherwise due without prejudice to other judicial remedies the Lessee may seek; (2) exercise its option to terminate said Lease without additional notice, vacate the premises, and recover any rent paid in advance for the period subsequent to the date that Lessee vacates the premises; or (3) withhold all rental payments pending correction of the disrepair or untenable condition.

#### Non-Appropriations & Indemnification.

It is understood and agreed between the parties that the Lease is contingent upon the Lessee receiving appropriations therefore from the Missouri General Assembly. Monies are appropriated according to the State of Missouri's fiscal year, which begins July 1, and ends June 30.

In the event that sufficient funds are not appropriated by the Missouri General Assembly for any fiscal year during this Lease, Lessee shall immediately notify Lessor of the event of non-appropriation. Lessee shall vacate the premises no later than July 1. The Lease shall be deemed to have expired of its own terms and Lessee shall have no further obligation hereunder.

The Lessor shall indemnify and hold the Lessee harmless from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses directly resulting from a dangerous condition existing on the premises at the time of the injury, unless the said dangerous condition shall have been caused or created by or have resulted from the negligence or wrongful act or omission of an employee of the Lessee within the course of said employee's employment.

Lessor will provide a 90 day notice to Lessee of any proposed increase in the monthly rent amount. Said increase would be subject to mutual agreement in writing.

IN WITNESS WHEREOF, we have hereunto affixed our signatures.

LESSEE

LESSOR

Office of Administration, State of Missouri

Jackson County, Missouri

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Lisa A. Cavender,  
Director of Real Estate Services  
Facilities Management,  
Design & Construction

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Michael D. Sanders  
County Executive