TO: Members of the County Council  
Steve Ehlmann, County Executive

CC: Donna Vogt, Executive Assistant to the County Council  
Joann Leykam, Director of Administration  
John Greifzu, Assistant Director of Administration  
John Watson, County Counselor

FROM: Christine Ramsdell, Director of Facilities Management

DATE: July 9, 2020

SUBJECT: Temporary Lease agreement for the Health Building Project

As part of the overall Health Building COVID prevention renovation project, we are required to relocate all staff from the building to meet the expedited schedule to meet the December 30, 2020 completion date.

It was determined in early June that a temporary location needed to be leased since the County did not have vacant space to accommodate the staff that need to be moved. Temporary leased space is difficult to find since landlords do not want to lose an opportunity to lease for a longer term in favor of the short 6-month duration that the County requires. After searching available property and determining sites that are agreeable to a temporary lease option, only two sites were available. We toured both sites, but one was quickly eliminated since it was not suitable. The landlord was unaware of the poor condition of the building. Fortunately, the location at 1551 Wall Street, currently leased by SSM, works well to accommodate both clinical needs as well as staffing requirement. Additionally, the space has a significant number of existing furnishings included that will allow the County to move-in without any changes. The County does not require the full leased space to be sublet, but a portion of the floor to help control cost.

SSM is willing to sublease a portion of their space to the County and I am seeking Council approval to enter into the attached agreement. The lease costs for the temporary space will be covered under the CARES Act funding.
SUBLEASE TO MEDICAL OFFICE LEASE
1551 Wall Street, St. Charles, MO
SSM Health St. Joseph Hospital – St. Charles

This SUBLEASE TO MEDICAL OFFICE LEASE ("Sublease") is effective July 15, 2020 ("Effective Date") between SSM Health Care St. Louis, a Missouri nonprofit corporation, owning and operating, SSM Care Management Company ("SUBLESSOR") and St. Charles County, Missouri ("SUBTENANT").

WHEREAS, SUBLESSOR is the tenant under a Lease for Office Space dated September 11, 2003, as subsequently amended 6 ("Prime Lease"); and

WHEREAS, SUBTENANT wishes to sublease from SUBLESSOR a portion of the Premises leased by SUBLESSOR under the Medical Office Lease which portion consists of approximately 11,119 rentable square feet of floor area, located on the 3rd floor, which is depicted on Exhibit A, attached hereto and made a part hereof ("Sublease Premises").

THEREFORE, it is understood and agreed upon by the parties as follows:

1. **Sublease of Premises: Use.**

SUBTENANT hereby subleases from SUBLESSOR the Sublease Premises. SUBTENANT shall use the Sublease Premises only for the uses allowed in the Prime Lease identified in Exhibit B. Along with the Sublease Premises, SUBTENANT shall have the non-exclusive right and license, along with other occupants and users of the of the Sublease Premises, to use certain shared areas within the Sublease Premises, which shared areas are generally depicted on Exhibit A ("Shared Areas").

SUBTENANT shall not perform or permit on or in the Sublease Premises or parking lot, any COVID-19 testing or lab work. If SUBTENANT performs or premises COVID-19 testing or lab work, SUBLESSOR may require SUBTENANT to cease such testing and lab work immediately and terminate this Sublease immediately. SUBTENANT shall indemnify and hold SUBLESSOR harmless from any claims related to its failure to adhere to the requirements of this section.

2. **Term.**

The term of this Sublease shall commence on the Effective Date and shall expire December 31, 2020.

3. **Rent.**

During the Term of this Sublease, SUBTENANT shall pay to SUBLESSOR rent in the amount of Sixteen Thousand Six Hundred Seventy-Eight and 50/100 Dollars ($16,678.50) per month during the term of this Sublease ("Gross Rent").

In addition, SUBTENANT shall pay an additional fee for afterhours HVAC service, as described in the Prime Lease. The additional fee shall equal the amount of Twenty-Five and 00/100 Dollars ($25.00) per hour, for a minimum of three (3) hours.

In addition, SUBTENANT shall pay an additional fee for weekend snow removal. MMC SCC OMT Holdings, LLC ("Prime Landlord") shall provide snow removal service on weekends if
requested by the SUBTENANT. The additional fee for snow removal shall be billed by the Prime Landlord to the SUBTENANT.

4. **Obligations of SUBTENANT.**

This Sublease is subject to and subordinate to all the terms and conditions of the Prime Lease and the terms of the Prime Lease are hereby expressly incorporated as part of this Sublease. SUBTENANT shall not perform, or permit on or in the Sublease Premises, any act or omission which would violate any term or condition of the Prime Lease or be cause for termination of the Prime Lease by Prime Landlord. SUBTENANT shall perform all of the obligations of tenant under the Prime Lease with respect to the Sublease Premises as if SUBTENANT were the tenant under the Prime Lease and SUBLESSOR was the landlord under the Prime Lease including, without limitation, paying the cost of all utilities, and all maintenance, repairs, and replacements, to the extent SUBLESSOR is obligated to perform the same with respect to the Sublease Premises under the Prime Lease. If SUBTENANT fails to comply with the terms of the Prime Lease, or the terms of this Sublease, SUBLESSOR shall be entitled to all of the remedies granted to Prime Landlord in the Prime Lease, together with any other rights SUBLESSOR might otherwise have and all rights and remedies available at law or in equity. All provisions in the Prime Lease dealing with indemnity and liability shall be applicable as between SUBLESSOR and SUBTENANT. SUBTENANT shall name SUBLESSOR, Prime Landlord, Prime Landlord’s managing agent and lender and other parties required to be named under the Prime Lease as named insured in the insurance policies it is required to obtain pursuant to Section 11 hereof.

5. **Quiet Enjoyment.**

So long as SUBTENANT is not in default in the performance of its covenants and agreements in this Sublease, SUBTENANT’s quiet and peaceable enjoyment of the Sublease Premises shall not be disturbed or interfered with by SUBLESSOR or by any person claiming by, through or under SUBLESSOR.

6. **Prime Landlord Obligations.**

SUBLESSOR shall not be obligated to perform, nor does it guarantee the performance of Prime Landlord’s duties under the Prime Lease. SUBTENANT agrees that SUBLESSOR’s only obligation in such event will be to join with SUBTENANT, at SUBTENANT’s expense, in making demand on Prime Landlord to fulfill its obligation under the Prime Lease. In no event shall SUBTENANT be allowed any abatement or diminution of Rent under this Sublease because of Prime Landlord’s failure to perform any of its obligations under the Prime Lease, unless SUBLESSOR is likewise allowed an abatement or diminution of rent under the Prime Lease.

7. **Assignment or Subletting.**

SUBTENANT shall not assign this Sublease or any interest under it or further sublet the Sublease Premises or any part thereof without the prior written consent of SUBLESSOR. No assignment or subletting shall relieve SUBTENANT from SUBTENANT’s obligations and agreements hereunder and SUBTENANT shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.
8. **Condition of Sublease Premises.**

SUBTENANT accepts the Sublease Premises in its current condition on the date of this Sublease AS IS, WHERE IS AND WITH ALL FAULTS BOTH LATENT AND PATENT and hereby waives any claim now existing or hereafter arising relating to, or arising out of, the condition of the Sublease Premises. SUBTENANT acknowledges and agrees that neither SUBLESSOR nor Prime Landlord has undertaken any obligation to make or agreed to make any alteration or improvements to the Sublease Premises for SUBTENANT’s use or occupancy. SUBTENANT shall, at all times, at SUBTENANT’s sole cost and expense keep the Sublease Premises in good condition and repair. SUBTENANT shall, at all times, at its own expense comply with all laws and ordinances of all governmental authorities applicable to the Sublease Premises or to SUBTENANT’s particular use thereof. SUBTENANT shall not erect or hang any signs or alter or improve the Sublease Premises in any way without first obtaining the written consent of SUBLESSOR, which consent may be withheld at SUBLESSOR’s discretion. SUBTENANT shall be solely responsible for the installation, maintenance and removal of its own telephone and computer systems.

9. **Ownership of Personal Property.**

Except as otherwise specified in the Prime Lease, all articles of personal property and all business and trade fixtures, machinery and equipment, furniture and movable partitions installed by SUBTENANT shall remain the property of SUBTENANT and shall be removed by SUBTENANT at the expiration or other termination of this Sublease. SUBTENANT shall, at its own cost and expense, promptly repair any damage to the Sublease Premises caused by such removal.

SUBTENANT shall use some of SUBLESSOR’s furniture during the Sublease. SUBTENANT shall, at its own cost and expense, promptly repair any damage to the furniture prior to the expiration or other termination of this Sublease. This furniture shall remain the property of SUBLESSOR and shall remain in the Sublease Premises after the expiration or other termination of this Sublease.

10. **Insurance.**

SUBTENANT shall, unless SUBLESSOR otherwise consents in writing, procure and maintain, at its own cost and expense, such liability insurance as is required to be carried by SUBLESSOR under the Prime Lease, naming SUBLESSOR, as well as Prime Landlord, and any other required parties in the manner required therein, and such property insurance as is required to be carried by SUBLESSOR under the Prime Lease. If the Prime Lease requires SUBLESSOR to insure leasehold improvements or alterations, then SUBTENANT shall, unless SUBLESSOR otherwise consents in writing, insure such leasehold improvements in the Sublease Premises, as well any alterations in the Sublease Premises made by SUBTENANT. SUBTENANT shall furnish to SUBLESSOR a certificate of SUBTENANT’s insurance, with the Prime Landlord, MMC SCC OMT Holdings, LLC, c/o DCM Group, 8300 Eager Road, Suite 601, St. Louis, MO 63144, listed as an additional insured on the Certificate of Insurance required hereunder not later than the day of SUBTENANT’s taking possession of the Sublease Premises. Each party hereby waives claims against the other for property damage to the extent such party maintains insurance coverage covering such claims, provided such waiver shall not invalidate the waiving party’s property insurance and each party shall attempt to obtain from its insurance carrier a waiver of its right of subrogation. SUBTENANT hereby waives claims against SUBLESSOR for property damage to the Sublease Premises or its contents if and to the extent that SUBLESSOR waives such claims against Prime Landlord under the Prime Lease. SUBTENANT agrees to obtain, for the benefit of Prime Landlord and
SUBLESSOR, such waivers of subrogation rights from its insurer as are required of SUBLESSOR under the Prime Lease.

11. **Indemnities.**

SUBTENANT shall not do or permit anything to be done that would be a breach of or default under the Prime Lease or that would cause the Prime Lease to be terminated or forfeited. SUBTENANT shall indemnify, defend and hold SUBLESSOR harmless from and against any and all claims, demands, losses, damages, and reasonable costs and expenses arising out of or relating to SUBTENANT’s breach of or default under this Sublease or its use or occupancy hereunder or any occurrence or event on the Sublease Premises during the term hereof. In addition, SUBTENANT shall indemnify SUBLESSOR and hold SUBLESSOR harmless from all losses, damages, liabilities and expenses that SUBLESSOR incurs or for which SUBLESSOR may be liable to Prime Landlord arising from the acts or omissions of SUBTENANT that are the subject matter of any indemnity or hold harmless of SUBLESSOR to Prime Landlord under the Prime Lease.

12. **SUBTENANT Default and Remedies.**

SUBTENANT further agrees that any one or more of the following events shall be considered an event of default:

12.1 SUBTENANT is adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer is filed against SUBTENANT asking for reorganization of SUBTENANT under the federal bankruptcy laws as now or hereafter amended, or under the laws of any state, is entered, and any such decree or judgment or order is not vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

12.2 SUBTENANT files, or admits the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the federal bankruptcy laws now or hereafter amended, or SUBTENANT institutes any proceedings for relief of SUBTENANT under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

12.3 SUBTENANT makes any assignment for the benefit of creditors or applies for or consents to the appointment of a receiver for SUBTENANT or any of the property of SUBTENANT; or

12.4 SUBTENANT abandons the Sublease Premises during the term hereof; or

12.5 SUBTENANT defaults in any payment of Rent or any other amount required to be paid by SUBTENANT hereunder when due as herein provided and such default shall continue for ten (10) days after the date due; or

12.6 SUBTENANT defaults in securing insurance or in providing evidence of insurance as set forth in Section 11 of this Sublease; or

13.7 SUBTENANT, by its act or omission to act, causes a default under the Prime Lease and such default is not cured within the time, if any, permitted for such cure under the Prime Lease; or
13.8 SUBTENANT defaults in any of the other covenants and agreements herein contained to be kept, observed and performed by SUBTENANT, and such default continues for thirty (30) days after written notice is delivered to SUBTENANT.

If one or more events of default occurs, SUBLESSOR may exercise any remedy against SUBTENANT that Prime Landlord may exercise for default by SUBLESSOR under the Prime Lease.

13. **Additional Provisions.**

13.1 **Amendment.**

This Sublease may only be amended by written agreement signed by the parties and to which SUBLESSOR has given its written consent.

13.2 **Notices.**

Any notice or communication required or permitted to be given under this Sublease shall be served personally, sent by United States certified mail or sent by email to the following address:

If to SUBLESSOR:  
SSM Health  
Attn: Contracts  
10101 Woodfield Lane  
St. Louis, MO 63132  
Email: ContractNotices@ssmhealth.com

With a copy to:  
SSM Health  
Attn: Real Estate  
1015 Corporate Square, Suite 160  
St. Louis, MO 63132  
Email: realestate@ssmhealth.com

With a copy to:  
MMC SCC OMT Holdings, LLC  
c/o DCM Group  
8300 Eager Road, Suite 601  
St. Louis, MO 63144

If to SUBTENANT:  
St. Charles County, Missouri  
Attn: Christine Ramsdell  
201 N. Second Street  
St. Charles, MO 63301  
Email: CRamsdell@sccmo.org

Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.
13.3 Successors and Assigns.

The covenants and agreements contained in this Sublease shall be binding on and inure to the benefit of SUBLESSOR, SUBTENANT and their respective successors and assigns.

13.4 Attorneys' Fees.

If SUBLESSOR commences any action to enforce any provision of this Sublease, SUBLESSOR shall be entitled to receive from SUBTENANT its costs and expenses, including reasonable attorneys' fees and expenses incurred in such proceeding and in any appeals therefrom.

13.5 Alterations/Liens.

SUBTENANT shall not make or permit any alterations, additions or improvements to the Sublease Premises. SUBTENANT shall not allow the Sublease Premises to become subject to any mechanic’s, laborer’s or materialmen’s lien.

13.6 Representation and Warranty.

SUBTENANT represents and warrants to SUBLESSOR that SUBTENANT and its owners, employees, agents and any subcontractors (collectively “Personnel”) are not: (i) listed on the System for Award Management website (“sam.gov”) with an active exclusion; (ii) listed on the Office of the Inspector General’s website (“oig.hhs.gov”); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, “Government Payor Programs”). SUBTENANT also represents and warrants that to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of SUBTENANT or Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an “Investigation”). SUBTENANT shall notify SUBLESSOR of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) business days of SUBTENANT’s first learning of it. SUBLESSOR shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. SUBLESSOR shall be kept apprised by SUBTENANT in a timely manner of the status of any such Investigation. SUBTENANT shall indemnify, defend and hold SUBLESSOR harmless from any claims, liabilities, fines and expenses (including reasonable attorneys’ fees) incurred as a result of SUBTENANT’s breach of this paragraph.

13.7 Exhibits.

This Sublease incorporates the terms and conditions contained in the following exhibits:

Exhibit A - Sublease Premises and Shared Areas

Exhibit B - Prime Lease
15. **Holdover.**

In the event the parties fail to appropriately document an extension, and SUBTENANT continues to occupy the Sublease Premises hereunder, the term of this Sublease shall be deemed to be automatically extended on a day to day basis until terminated by either party upon thirty (30) days prior written notice.

16. **Counterparts, Facsimile or Electronic Signature.**

This Sublease may be signed in one or more counterparts, including via facsimile or email, or by electronic signature in accordance with Missouri law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Sublease shall be binding on the parties to this Sublease.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]
IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Sublease in the capacity set forth beneath his or her signature and the parties hereto have signed this Sublease as of the date and year written below.

SUBLESSOR:

SSM Health Care St. Louis, owning and operating
SSM Care Management Company

By:

Name: Don Tran, M.D.
Title: President, Medical Group, STL Region
Address: 12312 Olive Blvd., Ste. 600
         St. Louis, MO 63141
Date: 7/9/20

SUBTENANT:

St. Charles County, Missouri

By:

Name:
Title:
Address:
Date:
EXHIBIT B

Prime Lease and Amendment to follow