

Lease Agreement

This lease agreement is made this 1st day of July, 2020, between Kenton County Fiscal Court (County) and the Kenton County Attorney's Office, Child Support Division (Child Support).

WHEREAS, Kenton County owns the Kenton County Government Center located at 1840 Simon Kenton Way, Covington, KY 41011; and

WHEREAS, the Kenton County Attorney is in need of office space to administer the Kenton County Child Support program; and

WHEREAS, the Kenton County Attorney has the option of executing an annual Cooperative Agreement with the Commonwealth of Kentucky, Cabinet for Health & Family Services, to serve as to the local service provider of child support services; and

WHEREAS, the annual Cooperative Agreement runs on a fiscal year, with the Commonwealth reimbursing Child Support for costs associated with the child support program and rent being an allowable costs; and

WHEREAS, the Kenton County Attorney desires to execute a lease agreement with the County for the FY21 Child Support Cooperative Agreement year, which is a period of twelve (12) months from July 2020 until June 30, 2021;

THEREFORE, the parties agree as follows:

1. Occupation of the Premises. County permits Child Support to occupy Suite 4100 of the Kenton County Government Center located at 1840 Simon Kenton Way, Covington, Kentucky, (2,938 square feet) for office use, beginning on January 1, 2020. Said premises shall also include storage space located in room B007 in the basement (1,018 square feet) for the Child Support to store files.
2. Keys. County will furnish Child Support with keys to the building's front door, and keys to the interior door to the office premises. Child Support will furnish County with contact information for all persons who have keys to the premises. Child Support shall be responsible for maintaining the security of the

keys. Upon vacation of the premises, Child Support shall return all keys to County.

3. Right of Inspection. County shall have the right to reasonable inspection of the premises with 48-hour advance notice. In an emergency, County may enter the premises without notice.

4. Access to Common Areas. County gives child support staff access to the common portions of the building, including restroom facilities, while Child Support occupies the premises.

5. Lease Payments. Child Support will pay the County \$5, 273.33 per month, beginning January 1, 2020. Lease payments will be due within 20 days of the first day of each month.

6. Termination. County may terminate the lease at any time without cause by giving Child Support a minimum 90 days notice of termination and the date to vacate the premises. Child Support will give County a minimum 60-day notice of its intent terminate the lease and vacate the premises.

7. Original Term. The original term of this Lease shall be a period of twelve (12) months from July 1, 2020 through June 30, 2021.

8. Renewal. Each year for a period of four (4) years from the termination date of the original Lease, Child Support shall have the option to extend this Agreement for an additional one (1) year period. The option to extend the lease of the property for an additional one (1) year period must be exercised at least one (1) month prior to the end of the lease term. Such notification to extend must be in writing.

9. Assignment & Subletting. Child Support has no right or ability to assign or sublease its interest in the premises to any person or entity.

10. Hours of Access. Child Support staff may access the premises at any time during the term of this lease, subject to Child Support rules and regulations.

11. Utilities. Child Support may have telephone lines and/or cable access installed in the premises, at its cost. Child Support has sole responsibility for payment of telephone and cable utilities prior to their due date. County will furnish water, sewage, heat, and cooling at its cost.

12. Cleaning & Maintenance. Child Support shall be responsible for keeping the premises in good repair. County, through a third party provider, will provide cleaning, garbage collection, and maintenance services. Any cleaning, garbage collection, or maintenance will only be done during business hours while Child Support staff are present to comply with federal laws and regulations relating to federal tax information.

13. Furniture & Fixtures. County is providing a fully furnished premises. In the event of a move, any furniture and fixings purchased by the County will remain with the premises.

14. Notice. Notice under this agreement shall be effective if delivered to Judge/Executive Kris Knochelmann, or his successor or designated substitute, at 1840 Simon Kenton Way, STE 4100, Covington, KY 41011 on behalf of County, and to Stacy H. Tapke, her successor or designated substitute, at the premises, or mailed to Kenton County Attorney, 1840 Simon Kenton Way, Suite 4100, Covington, Kentucky 41011.

15. Insurance & Liability. County's insurance policy includes coverage for contents of the Child Support office.

16. Each party has received a duplicate original of this executed agreement.

17. The parties agree to construe this agreement under the laws of the Commonwealth of Kentucky.

18. The County shall issue four (4) permanent parking passes for use in the Kenton County Parking Garage (located in Covington) for Child Support staff to use while attending court.

Kenton County Fiscal Court

Kenton County Attorney

By: _____
Kris Knochelmann
Judge/Executive

By: _____
Stacy H. Tapke, County Attorney

Date: _____

Date: _____