

MEMORANDUM

Date: August 25, 2020

To: Kenton County Fiscal Court

From: Ralph Bailey

RE: Parking Space

Request approval of Lease Number PRO4593 between the Unified Prosecutorial System and the Kenton County Fiscal Court for 8 Parking Spaces at \$50.00 per space (\$4800.00 per year) in the Kenton County Parking Garage for the Commonwealth Attorney.

## COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Agreement by and between **Unified Prosecutorial System** and, **KENTON CO FISCAL COURT P O BOX 792 COVINGTON, KY 41011** by mutual agreement, is hereby renewed at the same terms and conditions for further periods of twelve (12) months not to extend beyond June 30 (please **check and initial** your choice on the appropriate line):

<input checked="" type="checkbox"/>	2022	<input type="checkbox"/>	2023	<input type="checkbox"/>	2024	<input type="checkbox"/>	2025
<input type="checkbox"/>	2026	<input type="checkbox"/>	2027	<input type="checkbox"/>	2028	<input type="checkbox"/>	2029

The annual base rental rate shall remain \$ 50.00 for 8 parking spaces.

<b>LEASE NUMBER:</b> <p style="text-align: center;">PR04593</p>	<b>LOCATION:</b> <p style="text-align: center;">220 MADISON AVENUE                  COVINGTON, KY 41011</p>
<b>COUNTY:</b> <p style="text-align: center;">KENTON</p>	
<b>ADDENDUM ATTACHED: NO</b> (Lessor must sign Addendum if attached)	

2. The Lessor agrees to notify the Commonwealth of all persons owning, or upon any change or transfer of ownership involving five percent (5%) or more in stock, in partnership, in business trust, or in corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.
3. The Lessor acknowledges that his property may be inspected by the Division of Building Codes Enforcement and/or the State Fire Marshal and must comply with all applicable standards (life safety and ADA accessibility).
4. The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.
5. The Lessor certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Modification Agreement he will not be in violation of the campaign finance laws of the Commonwealth.

**Annual Amount \$4,800.00**

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

\_\_\_\_\_  
LESSOR'S CURRENT PHONE NUMBER

\_\_\_\_\_  
ATTORNEY, FINANCE & ADMINISTRATION CABINET

\_\_\_\_\_  
NEW ADDRESS **Only** if the above address is incorrect

\_\_\_\_\_  
SECRETARY, FINANCE & ADMINISTRATION CABINET

YOUR RESPONSE / RENEWAL CONTRACT SHOULD  
BE RECEIVED IN OUR OFFICE NO LATER THAN  
**September 28, 2020**

**Statement of Intent Regarding Lease Renewal**

*Check one of the following and return this sheet in the enclosed, self-addressed envelope:*

- A.  I wish to renew under the same terms and conditions (please refer to the attached lease renewal form and instructions); please sign the attached renewal and addendum (if applicable) and return along with this form.
- B.  I wish to renew with a rate increase and acknowledge review of the information contained on Page 1, Item B. *(do not sign or return the renewal form, please enter the information noted below, sign, and return this form)*
- C.  I do not wish to renew this lease agreement. *(do not sign or return the renewal form, please enter the information noted below, sign, and return this form)*

\_\_\_\_\_  
(Signature of Lessor)

(\_\_\_\_) - \_\_\_\_ - \_\_\_\_  
(Office Phone)

/(\_\_\_\_) - \_\_\_\_ - \_\_\_\_  
(Home Phone)

**PR04593 - KENTON COUNTY**