

MEMORANDUM

Date: August 25, 2020
To: Kenton County Fiscal Court
From: Ralph Bailey
RE: Property Lease

Request approval of Lease Number PRO5643 between the Unified Prosecutorial System and the Kenton County Fiscal Court for 4977 square feet of office space at \$16.00 a square foot (\$79,632.00 per year) for the Commonwealth Attorney's offices in Suite 2300 in the Kenton County Administration Building at 1840 Simon Kenton Way.

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 \$ 16.00 for 4,977 square feet of space for office space.

LEASE NUMBER: PR05643	LOCATION: 1840 SIMON KENTON WAY, SUITE 2300 COVINGTON, KY 41011
COUNTY: KENTON	
ADDENDUM ATTACHED: NO (Lessor must sign Addendum if attached)	

- 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.
- 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).
- 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.
- 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 \$79,632.00

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

All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Suite 300, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2319.

BSH/jlb



**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES**

ANDY BESHEAR
Governor

SAM RUTH
Commissioner

**Division of Real Properties
Bush Building, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601
(502) 564-2205
Fax: (502) 564-8108**

HOLLY M. JOHNSON
Secretary

SCOTT AUBREY
Director

August 14, 2020

KENTON CO FISCAL COURT
P O BOX 792
COVINGTON, KY 41011

Dear Property Owner(s):

Re: Renewal of Expiring Lease Agreements

On or before June 30, 2021, the final extension of your lease agreement will expire. Provided a satisfactory agreement can be reached, the occupying agency desires to remain at this location. The easiest way to handle this, with your agreement, is to renew the lease at the present terms and conditions. For renewal instructions, please see section "A". If you intend to seek a rental increase, please see section "B".

A. Renewal at the Same Terms and Conditions Execution of a lease renewal document extends your current lease contract at the same terms and conditions for an additional year(s). The required document is enclosed along with a return envelope. If you wish to renew at the same terms and conditions, please read the accompanying instruction sheet carefully before signing the contract. When completed and signed by all parties it will serve as the lease renewal document. A fully executed copy will be returned for your records when all necessary signatures are applied.

B. General Procedure if a Rental Increase and/or Termination of Lease is Requested
Please refer to the "*Statement of Intention Concerning Lease Renewal*". Please indicate your intent by checking either item "B" or "C", sign the statement, and return the form to the Division of Real Properties in the enclosed return envelope. Please include the lease PR number and county as noted on the form.

Should you request a rental increase, advertisements may be placed in local publications in order to allow for evaluation of other suitable property in the area which may be available for lease. Subject to the discretion of the Finance & Administration Cabinet, potential replacement space available under applicable provisions of KRS 56.805 and KRS 56.813 may also be considered. If an advertisement is published, you must respond to the advertisement in writing in order to have your property considered for lease. Failure to respond as specified in the advertisement will prevent us from providing further consideration to your property in accordance with KRS 56.803.6.

The process of awarding any new lease agreement subject to advertising will conform with statutes applicable to that type of lease project. Specific information concerning advertised lease projects, including criteria for lease evaluation, may be found in Chapter 56 of the Kentucky Revised Statutes under Section 803. The Kentucky Revised Statutes may be accessed at www.lrc.ky.gov.

C. Additional Information As part of a life safety and ADA accessibility program, most leased properties are inspected by the State Fire Marshall, the Kentucky Division of Building Codes Enforcement and/or local code enforcement authorities for compliance with applicable requirements. Inspections of leased properties generally occur prior to occupancy and may reoccur at any time during the term of occupancy. If deficiencies are cited, the property owner must promptly correct all cited deficiencies.

LEASE RENEWAL CONTRACT Instruction Sheet

In an effort to simplify and expedite the lease renewal process you will find attached a *Lease Renewal Agreement* for your lease with the Commonwealth of Kentucky. Please note: **THIS DOCUMENT IS YOUR LEASE AGREEMENT FORM. PLEASE FILL IN THE BLANKS ONLY WHERE INDICATED AND DO NOT WRITE IN ANY INFORMATION OTHER THAN WHAT IS REQUIRED. DOCUMENTS THAT ARE ALTERED CANNOT BE PROCESSED. IF THERE ARE ERRORS ON THE RENEWAL DOCUMENT (I.E., SQUARE FOOTAGE, RENTAL RATE, ANNUAL RENT, ETC) PLEASE RETURN THE ORIGINAL FORM TO OUR OFFICE WITH CORRESPONDENCE DESCRIBING THE ERROR(S).**

Following the directions below, complete your Lease Renewal Contract and return to our office as soon as possible and not later than **September 28, 2020**.

1. You have the option to extend the lease provisions for one to eight additional years at the same terms and conditions. If you wish to do so, please indicate same in paragraph #1 of the attached agreement by placing a **check** in the box next to the year in which you prefer to have your lease agreement expire, and placing your **initials** on the blank line next to the year. For example, if you wish to continue the lease at the same terms and conditions for three years, you would check and initial the year 2024.

2. After designating your initialed expiration date, sign the document in the space designated as "Lessor" on both the Renewal form and addendum and return the completed forms to the Division of Real Properties in the return envelope as soon as possible. When all necessary signatures are applied a fully executed copy will be returned for your records.

3. The Addendum document is attached to your Renewal form and may list problem areas in your building. By signing the attached Renewal document and Addendum, you will extend your present lease and agree to make the repairs requested. You are not obligated to complete the repairs cited until you have received a fully executed copy of your Renewal agreement. Failure to meet the stipulations made will be considered grounds to suspend rent payments until corrections are completed. **Please note that no addendums are attached to the lease renewal agreements. This action is being taken in an effort to reduce the number of requests for rate increases; however it does not relieve property owners of the need to maintain the property in accordance with the general terms of the lease agreement. This may include items such as paint and carpet when same exceed their normal anticipated lifespan.**

4. Lease agreements for rental of a boat slip with land based storage agreement must include a copy of your current dock rental rate sheet attached to the lease document.

5. Do not put an address on the signature block unless the one at the top of the contract is incorrect.

If you have any questions or need additional information, please contact Mr. John Brawner of the Leased Properties Branch, Division of Real Properties at (502) 782-0367 or johnl.brawner@ky.gov, for assistance. Please include the lease identification (PR) number and county on all correspondence.