

**MADISON COUNTY FISCAL COURT  
MADISON COUNTY, KY  
RESOLUTION 2024-31**

**A RESOLUTION TO APPROVE A LEASE AGREEMENT RENEWAL BETWEEN THE  
COMMONWEALTH OF KENTUCKY AND MADISON COUNTY FISCAL COURT  
FOR UNIFIED PROSECUTORIAL SYSTEM**

**WHEREAS**, Madison County Fiscal Court (Lessor) agrees to lease office space to the Commonwealth of Kentucky for Unified Prosecutorial System; and

**WHEREAS**, the annual base rental rate shall increase to \$16.00 per square foot for 2,292 square feet for office space located at 101 North First Street, Richmond, Kentucky; and

**WHEREAS**, the term for Lease Agreement PR05094 shall become effective July 1, 2024 and continue through June 30, 2025, which includes an automatic renewal option to extend the lease term an additional 12 months, not to extend beyond June 30, 2026;

**NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.**

Motion made by Bathin, seconded by Combs.

Vote:

Yes

No

Judge Executive Reagan Taylor  
Magistrate James Brian Combs  
Magistrate Stephen Lochmueller  
Magistrate Billy Ray Hughes  
Magistrate Tom Botkin

|          |                 |
|----------|-----------------|
| <u>✓</u> | <u>        </u> |
| <u>✓</u> | <u>        </u> |
| <u>✓</u> | <u>        </u> |
| <u>✓</u> | <u>        </u> |
| <u>✓</u> | <u>        </u> |

**Signed:**

R-Taylor  
Reagan Taylor  
Madison County Judge Executive

4-9-2024  
Date

**Attested:**

Kenny Barger  
Kenny Barger  
Madison County Clerk

4-9-2024  
Date

**COMMONWEALTH OF KENTUCKY LEASE AGREEMENT**

|                     |                         |                   |                              |
|---------------------|-------------------------|-------------------|------------------------------|
| LEASE/PR #          | PR-5094, Madison County | AGENCY/DEPARTMENT | Unified Prosecutorial System |
| INITIAL ENCUMBRANCE | \$                      | DIVISION          |                              |
| ANNUAL ENCUMBRANCE  | \$36,672.00             | DATE              | April 1, 2024                |
| VENDOR CODE #       | KY0033983               | BUILDING CODE #   | 91479001                     |

THIS LEASE, entered into between: **Madison County Fiscal Court**, whose address is: **135 West Irvine Street (PO Box 1120), Richmond, KY, 40475-1120** (Business Phone: **859-624-4700**), his heirs and assigns, hereinafter called the "Lessor", and the COMMONWEALTH OF KENTUCKY, hereinafter referred to as the "Commonwealth";

WITNESSETH, that for the consideration hereinafter mentioned, the parties hereto agree as follows:

1a. The Lessor hereby leases to the Commonwealth and agrees to keep in quiet and peaceful possession the following described premises with its appurtenances; property located at **101 North First Street, Richmond, KY, 40475**, in the County of **Madison**.

1b. Said premises consisting of **2,292** square feet are to be rented at the cost of **\$16.00** per square foot and will be used by the Commonwealth for **Office** space.

2. The Commonwealth agrees to pay rent to the Lessor for the leased premises at the rate of **\$9,168.00**, payable **Quarterly**. The Lessor shall provide the Commonwealth with the following services: **Utilities and Janitorial**; with **Nine (9)** reserved parking spaces.

3. Subject to the limitations imposed by law and as provided in paragraphs 5 and 6 of this Lease, the term during which the Lease shall be effective shall begin **JULY 1, 2024**, and end **JUNE 30, 2025**.

4. This Lease shall be extended automatically upon the same terms and conditions herein for further periods of 12 months, not to exceed **One (1)** extension period(s) unless the Commonwealth shall give the Lessor written notice **30** days prior to the expiration of the term or any extension that it will not be extended; no extension shall prolong the period of occupancy of the leased premises beyond the **30<sup>TH</sup>** day of **June 2026**. The Lessor understands that the Commonwealth's funds cannot be committed beyond its current fiscal year and its applicable appropriation, and the related allotment from rental payments will be made.

5. The Commonwealth shall have the further right to terminate this Lease at any time upon **30** days written notice, time to be computed from date of mailing notice; termination under this paragraph shall not be considered effective until the last day of the month in which the notice period ends.

6. The Commonwealth agrees not to assign this Lease, or to sublet the premises except to a desirable tenant and for a similar purpose, and will not permit the use of the premises by anyone other than the Commonwealth, the Federal Government, or such sub-lessee, and the agents and servants of the Commonwealth, the Federal Government, or such sub-lessee.

7. The Commonwealth shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additional structures or signs in or upon the leased premises, provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with rights granted to other tenants on the property or in the building in which the premises are located. Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain the Commonwealth's property and may be removed by it prior to the termination of this Lease.

8. Unless otherwise specified, the Lessor shall maintain the premises in good repair and tenantable condition, including heating and/or air conditioning equipment, except in case of damage arising from the negligent acts of the Commonwealth's agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the premises at reasonable times.

9. The Commonwealth agrees to take good care of the premises and to return them at the expiration of their Lease in as good order as received, ordinary wear and tear and natural decay excepted.

10. The Lessor shall be responsible for procuring and continuously maintaining casualty and liability insurance on the leased premises.

11. If the premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage so as to render the premises untenable, the Commonwealth may terminate or suspend this Lease by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until such damage is repaired and premises are considered tenable.

12. It is agreed by the parties hereto that if any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidity shall not invalidate the whole Lease, but it shall be construed as if not containing that particular provision or provisions, and the rights and obligations of the parties shall be construed accordingly.

13. 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 Agreement he will not be in violation of the campaign finance laws of the Commonwealth.

14. The Lessor agrees to notify the Commonwealth of all persons owning or upon any change or transfer of ownership involving 5% or more in stock, in partnership, business trust, or corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.

15. Lessor shall comply with all standards set by the Department of Housing, Buildings and Construction, Division of Building Codes Enforcement, and that of the Kentucky Occupational Safety and Health Standards Board and the Americans with Disabilities Act (ADA).

16. 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.

IN WITNESS WHEREOF, the parties hereto have subscribed their names:

Regina Carey 4/24/24  
STATE LEASING AGENCY REPRESENTATIVE Date

Bias Redding 5/1/2024  
ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES Date

Natalee W. Brauner FOR 5/5/2024  
MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES Date

Heidi M. Connor 05.06.2024  
SECRETARY, FINANCE & ADMINISTRATION CABINET Date

R-22 4/9/2024  
LESSOR Date

Patrick M. Deane 5/06/2024  
ATTORNEY, FINANCE & ADMINISTRATION CABINET Date

Natalee W. Brauner  
DIRECTOR, DIVISION OF REAL PROPERTIES

APPROVED THIS 6 DAY OF May, 20 24

When executed by the Secretary, Finance & Administration Cabinet, this instrument constitutes a finding and order, pursuant to KRS Chapters 45A and 56, that the leased property is needed for use by the Commonwealth of Kentucky. All correspondence and inquiries regarding this Lease are to be directed to the Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2205. BGR