

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2023-83**

**A RESOLUTION APPROVING A 2024 FISCAL YEAR LEASE AGREEMENT
BETWEEN THE ADMINISTRATIVE OFFICE OF THE COURTS AND MADISON
COUNTY FISCAL COURT FOR DRUG COURT OFFICE SPACE**

WHEREAS, the Madison County Fiscal Court (hereinafter "Local Government") agrees to lease office space located at 101 North First Street, Richmond, Kentucky, for Drug Court to the Administrative Office of the Courts (hereinafter "AOC"); and

WHEREAS, the Local Government and AOC agree to the terms and conditions set forth in the Agreement and Exhibits A and B; which are attached hereto this Resolution;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE TO ENTER INTO THIS AGREEMENT AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO EXECUTE SAME ON BEHALF OF THE COUNTY TO GO INTO EFFECT JULY 1, 2023.

Motion made by Lochmueller, seconded by Hughes.

Vote:	Yes	No
Judge Executive Reagan Taylor	<u>✓</u>	<u> </u>
Magistrate James Brian Combs	<u>✓</u>	<u> </u>
Magistrate Stephen Lochmueller	<u>✓</u>	<u> </u>
Magistrate Billy Ray Hughes	<u>✓</u>	<u> </u>
Magistrate Tom Botkin	<u>✓</u>	<u> </u>

Signed:
Reagan Taylor
Madison County Judge Executive

6-27-2023
Date

Attested:
Kenny Barger
Madison County Clerk

6-27-2023
Date

AOC-FAC-11

Rev. 2-22

Page 1 of 5

Commonwealth of Kentucky

Court of Justice www.kycourts.gov

AP Part V, Sec. 3, Sec. 6(1)

**LEASE AGREEMENT**

(Government Owned or Occupied Property)

COURT FACILITIES USE ONLYLG#: 8496Accounting Template: BGCZ01Initial Encumbrance: \$ 32,448.00Annual Encumbrance: \$ 32,448.00Occupant: Drug Court

THIS LEASE AGREEMENT (hereinafter the "Lease"), is entered into on the 1st day of July, 2023, by and between Madison Co Fiscal Court (hereinafter the "Local Government" or the "Lessor") and the Kentucky Administrative Office of the Courts (hereinafter "AOC" or the "Lessee"), referred to collectively as the "Parties".

IN CONSIDERATION OF the mutual promises contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

- 1. REPRESENTATIONS AND WARRANTIES OF THE LOCAL GOVERNMENT.** The Local Government represents and warrants: (1) it is a validly existing Local Government and/or political subdivision of the Commonwealth of Kentucky; (2) it has the power and has been authorized to enter into this Lease and perform all of its obligations hereunder; and, (3) it is not subject to any contractual or other limitation which would prevent it from entering into this Lease.
- 2. REPRESENTATIONS AND WARRANTIES OF THE AOC.** The AOC represents and warrants: (1) it is an agency of the Commonwealth of Kentucky, Court of Justice (KCOJ); (2) it has the power and has been authorized to enter into this Lease and perform all of its obligations hereunder; and, (3) it is not subject to any contractual or other limitation which would prevent it from entering into this Lease.
- 3. TERMS OF USE.** The Lessor hereby leases to the Lessee and agrees to keep it in quiet and peaceful possession of the leased premises in connection with the operation of the judicial system by the AOC on behalf of the Commonwealth. The leased premises consist of the following described premises with their appurtenances:

101 North First St., Richmond, KY Madison
Street Address City County

Said premises consisting of 2,704 square feet to be used by the Drug Court for:
Office/Department

☐ Warehouse ☒ Office ☐ Courtroom ☐ Other _____

Per KRS 26A.110, the Local Government shall provide necessary utilities for KCOJ facilities or KCOJ areas within the facilities. Utilities include electricity, water, sanitary sewer and any other fuel required for heating. Unless otherwise agreed, the AOC will provide Telecommunications and Data Infrastructures for KCOJ-occupied space. As additional consideration for the rental payments to be made by the Lessee, the Lessor shall furnish the Lessee with:

☐ Parking Space(s). If selected, _____ total parking spaces, of which _____ will be specifically reserved for use by the KCOJ only and _____ will be located in a secured area.

☒ Janitorial Services. If selected, services must be provided in accordance with the Janitorial Services Specifications attached as an Exhibit hereto.

☐ Other: _____

The Lessee agrees to take good care of the leased 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.

4. **RENT.** The total annual rent for the leased premises is \$ 32,448.00, which the Lessee agrees to pay to the Lessor on a quarterly basis at the rate of \$ 8,112.00 quarterly. This payment will be separate from the quarterly reimbursement payment as shown on the annual Reimbursement Form.
5. **OPERATING COSTS.** The AOC will not pay operating costs for the leased premises to the Lessor.
6. **TERM OF LEASE.** Subject to the limitations imposed by laws and as provided in paragraphs 7, 8 and 20 of this Lease, the term during which this Lease shall be effective shall begin July 1st 2023 and end June 30th 2024. If the Lessee occupies the leased premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month. This Lease supersedes all prior Lease Agreements between the Local Government and the AOC concerning the leased premises.
7. **AUTOMATIC RENEWALS.** Unless the Lessee shall give the Lessor written notice thirty (30) days prior to the expiration of the term or any extension that it will not be extended, this Lease shall be extended automatically upon the same terms and conditions herein for additional periods of twenty four (24) months unless it is amended in writing or until the AOC ceases to occupy the leased premises.
8. **TERMINATION.** The AOC shall have the right to terminate this Lease at any time upon thirty (30) days written notice. The thirty (30) day time period shall be computed from date of mailing the written notice. Termination under this Paragraph shall not be considered effective until the last day of the month in which the notice period ends.
9. **ASSIGNMENT.** The Lessee 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 sublessee, and the agents and servants of the Commonwealth, the Federal Government, or such sublessee.
10. **FIXTURES.** The Lessee shall have the right during the existence of this Lease to make alterations, attach fixtures, install data and equipment wiring, and erect additions, 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 leased premises are located. Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain Court of Justice property and may be removed by it prior to the termination of this Lease.
11. **MAINTENANCE, REPAIR AND UPKEEP.** Unless otherwise specified, the Lessor shall maintain the leased premises in good repair and tenantable condition, except in case of damage arising from the negligent acts of the Lessee's agents or employees. For the purpose of maintaining the leased premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the leased premises at reasonable times. Lessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual), floor coverings, window coverings, elevators, inside and outside walls (including windows and entrance and exit doors), all structural portions of the building (including the roof and the watertight integrity of the same), porches, stairways, sidewalks, exterior lighting, parking lot, landscaping, and continuous satisfaction of all governmental requirements generally applicable to similar buildings in the area. The Lessor is solely and fully responsible for maintaining any and all common areas of the building in which the leased premises are located. For purposes of this Lease, "common areas" include any interior areas for joint use by tenants, invitees, or the public, as well as parking areas, sidewalks, and walkways for which rights to use are expressly granted herein or are reasonably necessary or reasonably anticipated with respect to the Lessee's enjoyment of the leased premises.

Lessor shall save and hold Lessee, its officers, directors, employees, agents, contractors and subcontractors harmless for any and all injuries, damages, causes of action, claims, lawsuits, judgments, costs and expenses, including attorney's fees and costs, (1) arising out of the Lessor's performance of its duties under this Lease or caused by the Lessor's officers, directors, employees, agents, contractors, or subcontractors; or (2) arising from defects or deficiencies in the leased premises or common areas of the property, whether or not these defects are hidden or apparent. To the extent that Lessor may be subject to the Kentucky Board of Claims Act, KRS Chapter 49, the Parties acknowledge that Lessor's liability pursuant to this provision may be limited by the Act.

12. **SNOW AND ICE REMOVAL.** Lessor shall provide snow and ice removal services for the leased premises including parking spaces, if provided. Lessor shall clear sidewalks, walkways, and other entrances and keep them free of ice and snow. The Lessor shall remove excess ice melt to minimize slipping hazards.
13. **HAZARDOUS MATERIALS.** The leased premises shall be free of actionable mold and of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Lessee reserves the right, at Lessor's expense, to require documentation or testing to confirm that the leased premises is free of all such materials or substances.
14. **INSURANCE.** Lessor shall be responsible for procuring and continuously maintaining casualty and liability insurance on the leased premises. Lessor shall provide proof of insurance to Lessee within fourteen (14) days of the effective date of this Lease.
15. **BREACH AND CURE OF LESSOR.** Upon receiving notice of a condition requiring cure, the Lessor shall initiate and complete a cure or repair of such condition within a reasonable time. A condition requiring cure includes: (1) a condition that requires the Lessor to undertake repair/replacement and/or other maintenance of the premises; (2) a condition where Lessor has failed to maintain a required service or utility account in good standing; and (3) any other condition resulting in the Lessor's failure to carry out any obligation under the Lease.

If the Lessor does not cure the breach within a reasonable time, the Lessee may cure all or part of the default after providing notice to the Lessor of its intent to perform such cure, and may deduct any costs incurred from rent owed to Lessor. Lessee's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which Lessor is responsible, and all administrative costs the Lessee reasonably incurs and documents in performing or arranging for performance of the cure.

The term "reasonable time," as used in this Paragraph, shall mean as soon as reasonably possible but no longer than thirty (30) days, unless: (1) an emergency condition exists requiring an immediate cure to promptly begin without delay and to be complete within 24 hours to the extent reasonable possibly; or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the Lessor provides the level of cure that is reasonably possible to do with due diligence within 30 days. An emergency condition exists if a condition requiring a cure (1) prevents or substantially disrupts the Lessee from using all or a substantial part of the premises; or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises.
16. **BREACH AND CURE OF LESSEE.** If Lessee fails to pay rentals or otherwise fails to perform its obligations hereunder and this failure is not cured within thirty (30) days after written notice from Lessor to Lessee of such failure, then Lessee is in default and Lessor may terminate this Lease and may enter and take possession of the leased premises. No provision, covenant or agreement contained in this Lease shall be deemed a waiver of sovereign immunity of the AOC.

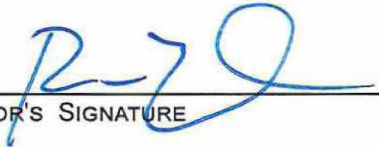
The AOC, as an agency of the Commonwealth of Kentucky, is vested with sovereign immunity and does not carry general liability insurance for itself, agents, or employees. Any claim brought against the AOC relating to personal injury or property damage must be filed and decided under the Kentucky Board of Claims Act, KRS Chapter 49.

17. **DESTRUCTION OF PREMISES.** 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 Lessee may terminate this Lease by giving written notice to the Lessor within fifteen (15) days after such partial destruction or damage, and if so terminated, no rent shall accrue to the Lessor after the date of such partial destruction or damage.
18. **EXHIBITS.** The following documents are attached to and made part of the Lease, if assigned an Exhibit letter below. If an Addendum is required, this Lease is not effective until the Addendum has been executed.

Document Name	Number of Pages	Exhibit
Floor Plan(s)	1	A
Parking Site Plan(s)		
Addendum		
Janitorial Specifications	4	B
Other		

19. **SEVERABILITY.** 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.
20. **APPROPRIATIONS.** The Lessor understands that funds of the AOC cannot be committed beyond its current fiscal year and its applicable appropriation and the related allotment from which the rental payments will be made.
21. **COMPLIANCE.** The Lessor shall ensure the leased premises are complaint with all standards set by the State Fire Marshal, the Americans with Disabilities Act of 1990 ("ADA"), and the Occupational Safety and Health Administration ("OSHA"). If a determination of non-compliance is made by any federal or state agency, including the AOC Human Resources Health and Safety Administrator, the Lessor is responsible for correcting the non-compliant area at the Lessor's cost.
22. **ENTIRE AGREEMENT.** This document, including attachments, constitutes the entire agreement between the Parties regarding the subject matter described herein, and other promises, representations, understandings, arrangements, and prior agreements are superseded by this Lease. The Parties may make such amendments to this Lease as may be necessary. In order to become part of this Lease, amendments must be agreed to in writing and be signed by authorized representatives of both the Lessor and the Lessee.
23. **CHOICE OF LAW.** All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the Parties hereto agree that any legal action brought on the basis of this Agreement shall be filed in Franklin Circuit Court in the Commonwealth of Kentucky.

LESSOR:


LESSOR'S SIGNATURE

MADISON COUNTY FISCAL COURT
LOCAL GOVERNMENT

JUNE 2TH, 2023
DATE

(859) 624-4700
LESSOR'S TELEPHONE NUMBER

LESSOR'S ADDRESS:
135 W. IRVINE ST., STE. 300
RICHMOND, KY 40475

LESSEE:

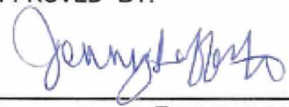
Katie C. Cornstock
DIRECTOR, AOC

July 5, 2023
DATE

REVIEWED BY:
Ryan W. Becker
LEGAL COUNSEL, AOC

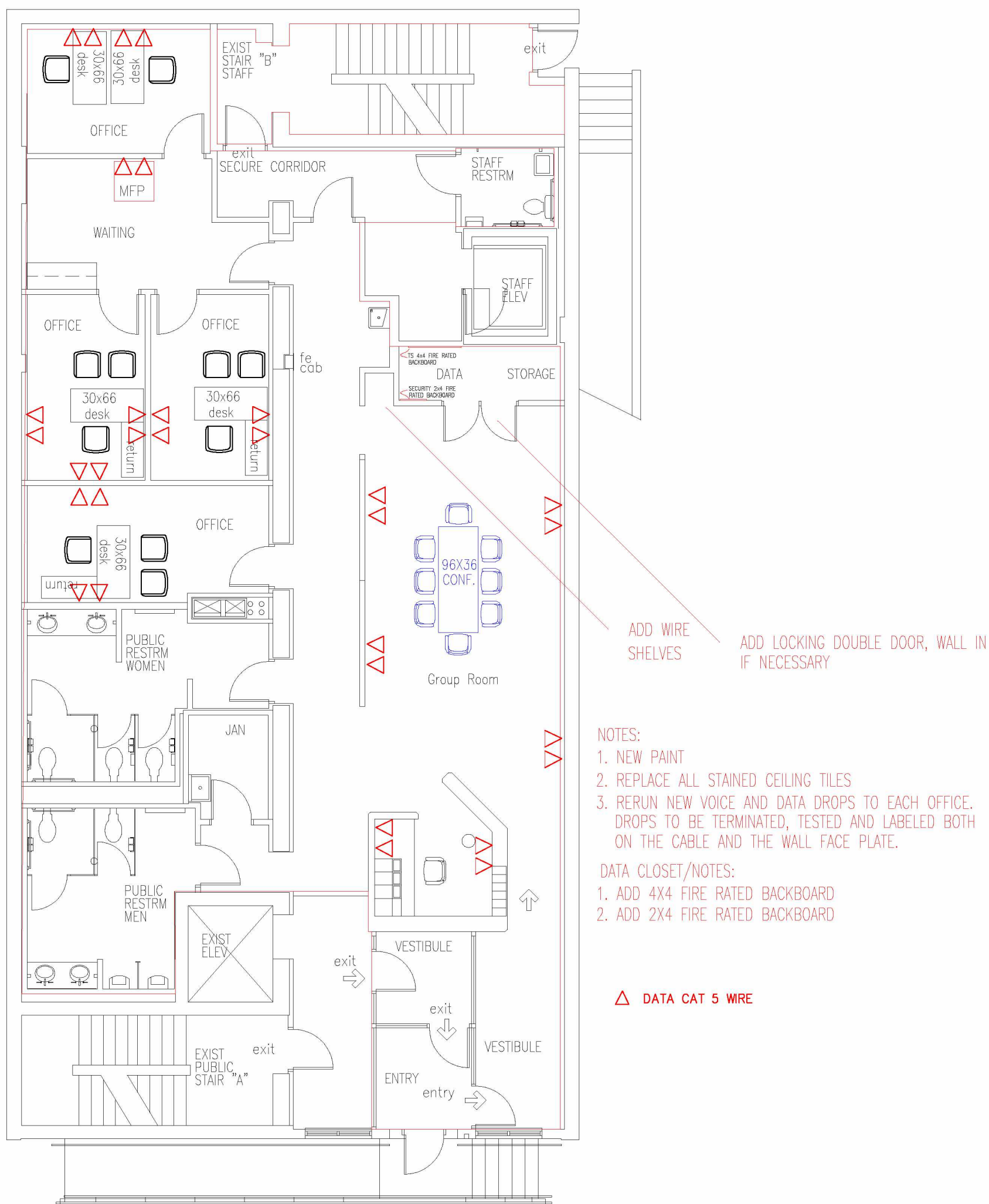
RECOMMENDED BY:

DEPARTMENT OF COURT FACILITIES, AOC

APPROVED BY:

DIRECTOR OF FINANCE AND ADMINISTRATION, AOC

INSTRUCTIONS: ALL NOTICES, CORRESPONDENCE, AND INQUIRIES CONCERNING THIS LEASE SHOULD BE DIRECTED TO EITHER
THE EMAIL OR MAILING ADDRESS BELOW:

Email: facilitiesrequest@kycourts.net
Mail: DEPARTMENT OF COURT FACILITIES
ATTN: PRIVATE SECTOR LEASE RENEWALS
ADMINISTRATIVE OFFICE OF THE COURTS
1001 VANDALAY DR.
FRANKFORT, KY 40601-4414



AOC-FAC-24

Rev. 5-23

Page 1 of 4

Commonwealth of Kentucky

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AP Part X, Sec. V



JANTIORIAL SPECIFICATIONS FOR LEASED PROPERTY

AOC USE ONLY:

LG/PR#: 8496 County: Madison
 Occupant: Drug Court
 Type: ☐ New ☒ Renewal ☐ Modification
 Assigned FC: Ayshia Searcy

A "janitorial services provider" is a lessor who is required to provide janitorial services to the Court of Justice by the terms of a lease agreement or a vendor contracted by the AOC to provide janitorial services to the Kentucky Court of Justice (KCOJ) for leased property.

A. *Supplies and Equipment:*

1. The janitorial services provider is responsible for providing the following standard supplies and equipment:
 - a. Commercial/industrial quality vacuum cleaner if the space has carpet
 - b. Sufficient quality and quantity of mops and mop buckets with wringers, if the space has tile, terrazzo, linoleum, etc.
 - c. Commercial/industrial floor burnisher and/or buffer, if the space has tile, terrazzo, linoleum, etc.
 - d. Wet/dry vacuum cleaner for cleaning spills, stains, etc.
 - e. All other cleaning tools, supplies, and equipment necessary to maintain a clean environment
2. For all services engaged on or after 7/1/2023, the AOC Office of Finance and Administration, Department of Court Facilities, Division of Real Property is responsible for providing the following:
 - a. Adequate space to safely store all equipment and supplies on site.
 - b. The following bathroom supplies:
 - i. Tri-fold towels for the bathroom
 - ii. Hand soap (either stand alone or refills dispensers)
 - iii. Hand sanitizer.

B. *Hazardous/Flammable Materials:*

1. All supplies and materials must be labeled, handled, and stored in accordance with the applicable environmental laws and regulations.
2. Material Safety Data Sheets for all chemicals used in cleaning must be provided to the local KCOJ representative for onsite reference.
3. Janitorial services provider must immediately notify the local KCOJ representative and other building occupants of all potentially hazardous situations.

C. *Access to Local Premises.*

1. Background Checks:
 - a. No individual shall provide janitorial services for a leased property occupied by the KCOJ until they have submitted to a criminal record background check by and have received authorization from the AOC to access KCOJ-occupied leased property. The janitorial services provider must request a background check for all individuals who will access the property by completing the *AOC-FAC-42 Local Employee or Contractor Record Check Authorization Form* and submitting it to facilitiesrequest@kycourts.net. The form requires the name and social security number for each individual proposed to have access to or to provide services in the KCOJ-occupied space.

- b. All employees or contractors of the janitorial service provider must receive prior authorization of the AOC before entering KCOJ-occupied space to provide services.
- c. Janitorial services provider must not allow any employee or contractor, or any other persons, to access the KCOJ-occupied space without prior authorization and approval of the AOC.
- d. AOC may prohibit access to the KCOJ-occupied space for any proposed individual based on a review of the criminal background check.

2. Access:

- a. The KCOJ will provide access to KCOJ-occupied spaces to janitorial service providers and its employees or contractors for the purpose of providing services.
- b. Hours of access must be arranged and agreed to by the local KOCJ representative.
- c. Access may be denied during business hours outside of the agreed upon schedule without prior approval.
- d. The Janitorial services provider must not unlock any door to allow access into the KCOJ-occupied space by any individual other than pre-approved employees or contractors of the janitorial services provider assigned to clean the space or area.
- e. Pets are not allowed in a KCOJ-occupied space at any time.

3. Keys:

- a. The AOC Facilities Coordinator responsible for obtaining/overseeing janitorial services for the leased property will coordinate delivery of any keys required for access to all areas to be cleaned.
- b. The AOC Facilities Coordinator will maintain a record of each key issued to a janitorial services provider, including the number of keys issued and identifying information for each key.
- c. Upon cessation of services provided by the janitorial services provider, the janitorial service provider must return all assigned keys to the local KCOJ representative.
- d. Janitorial service provider is prohibited from making copies of keys.
- e. If a key is lost, janitorial services provider must immediately notify the AOC Facilities Coordinator.
 - i. Janitorial services provider will be responsible for paying any fee associated with re-keying the leased premises due to a lost key.
 - ii. The fee will not exceed \$100 and will be determined by the AOC.

4. Access Control Cards:

- a. If an access control card is required for access to an area to be cleaned, janitorial service provider must submit a request to the AOC Facilities Coordinator. A request may be submitted for each approved employee or contractor.
- b. Prior to issuing an access control card, the local KCOJ representative must receive approval from the AOC Department of Court Facilities.
- c. The local KCOJ representative must maintain a record of each access control card issued to a janitorial services provider, including the name of the employee/contractor the card was issued to and the identifying number for each.
- d. Upon cessation of services provided by the janitorial services provider, or termination of an employee or contractor of the janitorial services provider, the access control cards must be returned to the local KCOJ representative.

D. *Workmanship*

1. All work must be performed in a neat, orderly, and professional manner in accordance with applicable local, state, and federal laws and codes.
2. Special care must be taken to ensure that all tools, fixtures, and equipment used by the janitorial services provider in the execution of duties are not left in work areas.
3. KCOJ-occupied space must be left in a clean condition.

E. *Safety and Environmental Concerns:*

1. Safety in and around the workplaces must take precedence over all other required tasks.
2. Full compliance with applicable safety and environmental laws and regulations is mandatory.

F. *Frequency of Work Performed:*

The following tasks must be performed three (3) times per week:

1. All Areas:
 - a. Interior trash containers emptied, and any soiled or damaged liners are replaced. Clean container inside and out if needed.
 - b. Dispose of boxes and other items marked as "trash" by the KCOJ occupants.
 - c. Pick up trash and litter located near and around the entry and exit areas of the building and/or KCOJ occupied space.
 - d. Pick up all trash, such as litter, soft drink cans, candy wrappers, etc., inside the work areas.
 - e. Spot-clean surfaces, horizontal and vertical, to remove smudges, cup, rings, spill, nicotine residues, etc.
 - f. Dispose of trash and garbage in dumpsters or areas designated for garbage pick-up.
 - g. Damp-mop all hard-surface, non-wood floors.
 - h. Damp-mop all hard-surface floors to remove ice remover (salt, nitrate, etc.) during winter.
 - i. Vacuum or mop, as applicable, all floors.
 - j. Dust and remove cobwebs as needed.
 - k. Clean and disinfect all drinking fountains.
 - l. Clean and polish entrance doors.
 - m. Clean and polish work counters and public work surfaces (example: counters, tables, desktops, etc.).
 - n. Clean all seating: brush out or vacuum cloth seating; wipe off wooden seating.
2. Break Areas:
 - a. Clean and disinfect all tabletops and countertops.
 - b. Clean any food spillage in and around cooking appliances (stoves, microwave ovens, coffee makers, etc.) and refrigerators.
 - c. Clean and polish sinks.
3. Bathrooms:
 - a. Renew supplies (paper towels, tissues, feminine product bags, etc.).
 - b. Clean and polish all glass and mirrors.
 - c. Clean and disinfect commodes and urinals, inside and out.

- d. Flush commodes and urinals.
- e. Clean and disinfect washbasins and walls around washbasins.
- f. Clean and disinfect dispensers (paper towel, toilet paper, soap, sanitary napkins, etc.).
- g. Clean and disinfect floors.