

Matthew G. Bevin Governor

Paul McPherson Acting Commissioner

<u>MEMORANDUM</u>

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

William M. Landrum III Secretary

> Scott Aubrey Director

TO:	Katherine Halloran, Committee Staff Administrator Capital Projects and Bond Oversight Committee
FROM:	Brien S. Hoover, Leasing Manager
DATE:	September 3, 2019
SUBJECT:	PR-2829, Montgomery County Cabinet for Health & Family Services

As outlined, attached please find notification of a lease agreement renewal being processed by our Division's Leasing Branch.

If you have any questions or require additional information concerning this matter, please advise.

Annual Rental Exceeding \$100,000.00

BSH/bh

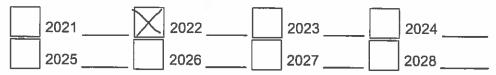
CC: Capital Construction Log OSBD PR-2829 File BSH

Attachment



Lease No.: PR-2829		County: Montgomery		
Using Agency: Cabinet for Health & Family Services				
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		tgomery C	ounty Fiscal Court	
Property Location: 108 East Locust Street, Mount Sterling	, KY			
Check One: 🗌 New Lease 🛛 Ren	iewal	Modi	fication	
Type Space: Office		Cost Per S	Square Foot: \$13.50	
Annual Rental Cost: \$155,844.00		Average Cost Per Square Foot of Leased-In Space in County: \$14.62		
Utilities Included: Xes No				
Cancellation Clause: Yes If yes, explain terms: 30 Days If no, explain why not:				
Effective Date: July 1, 2020		Expiration Date: June 30, 2022		
Justification for Lease: Lease renewal				
Has the Finance & Administration Cabine If no, explain:	t comp	olied with st	atutory requirements: 🔀 Yes 🗌 No	
Explain why the Finance & Administratio	n Cabi	net chose th	nis lessor: Lease renewal	

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 HEALTH AND FAMILY SERVICES and MONTGOMERY CO FISCAL COURT P O BOX 690 MT STERLING, KY 40353, 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 <u>check</u> and <u>initial</u> your choice on the appropriate line):



The annual base rental rate shall remain \$ 13.50 per square foot for 11,544.0 rentable square feet.

LEASE NUMBER: PR02829 COUNTY: MONTGOMERY	LOCATION: 108 E LOCUST ST MOUNT STERLING, KY				
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).
- 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 in 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 \$155,844.00

859-498-8707 LESSOR'S CURRENT PHONE NUMBER

NEW ADDRESS Only if the above Address is incorrect

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

ATTORNEY, FINANCE & ADMINISTRATION CABINET

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/RP



Matthew G. Bevin Governor

Paul McPherson Acting Commissioner

MEMORANDUM

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

William M. Landrum III Secretary

> Scott Aubrey Director

TO:	Katherine Halloran, Committee Staff Administrator Capital Projects and Bond Oversight Committee
FROM:	Brien S. Hoover, Leasing Manager
DATE:	September 4, 2019
SUBJECT:	PR-4354, Fayette County

CT: PR-4354, Fayette County Cabinet for Health & Family Services Annual Rental Exceeding \$100,000.00

As outlined, attached please find notification of a lease agreement renewal being processed by our Division's Leasing Branch.

If you have any questions or require additional information concerning this matter, please advise.

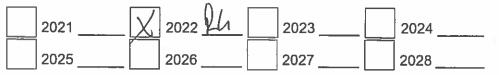
BSH/bh Attachment

CC: Capital Construction Log OSBD PR-4354 File BSH



Lease No.: PR-4354		County: Fayette		
Using Agency: Cabinet for Health & Family Services				
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		nell & Crave	ens LLC	
Property Location: 333 Waller Avenue, Lexington, KY				
Check One: 🗌 New Lease 🛛 Ren	ewal	Modif	ication	
Type Space: Office/Clinic		Cost Per S	quare Foot: \$16.50	
Annual Rental Cost: \$180,048.00		Average Cost Per Square Foot of Leased-In Space in County: \$14.35 (office average)		
Utilities Included: 🛛 Yes 🗌 No				
Cancellation Clause: Xes If yes, explain terms: 30 I		Days If no, explain why not:		
Effective Date: July 1, 2020		Expiration Date: June 30, 2022		
Justification for Lease: Lease renewal				
Has the Finance & Administration Cabinet complied with statutory requirements: X Yes No If no, explain:				
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal				

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 COMM FOR CHILDREN W/SPECIAL HEALTHCARE NEEDS and BICKNELL & CRAVENS LLC 1591 WINCHESTER RD. SUITE 107 LEXINGTON, PR04354 40504-4514, 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 <u>check and initial</u> your choice on the appropriate line):



The annual base rental rate shall remain 16.50 per square foot for 10,912 square feet of medical space.

LEASE NUMBER: PR04354	LOCATION: 333 WALLER AVE STE 300 LEXINGTON, KY		
COUNTY: FAYETTE			
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).
- 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 in 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.

LESSOR

Annual Amount \$180,048,00

LESSOR	
859-983	-9062
LESSOR'S CURRENT	PHONE NUMBER

NEW ADDRESS Only If the above Address is incorrect

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

ATTORNEY, FINANCE & ADMINISTRATION CABINET

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/RP



Matthew G. Bevin Governor

Paul McPherson Acting Commissioner

MEMORANDUM

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

William M. Landrum III Secretary

> Scott Aubrey Director

TO:	Katherine Halloran, Committee Staff Administrator Capital Projects and Bond Oversight Committee
FROM:	Brien S. Hoover, Leasing Manager Division of Real Properties
DATE:	September 3, 2019
SUBJECT:	PR-4464, Franklin County Public Protection Cabinet

As outlined, attached please find notification of a lease agreement renewal being processed by our Division's Leasing Branch.

If you have any questions or require additional information concerning this matter, please advise.

Annual Rental Exceeding \$100,000.00

BSH/bh

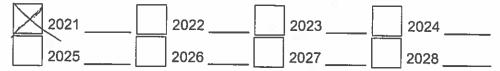
CC: Capital Construction Log OSBD PR-4464 File BSH

Attachment



Lease No.: PR-4464		County: Franklin		
Using Agency: Public Protection Cabinet				
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		na Family Trust		
Property Location: 101 Sea Hero Road, Suite 100, Frankfor	rt, KY			
Check One: 🗌 New Lease 🔀 Ren	iewal	<u>Modi</u>	fication	
Type Space: Office		Cost Per	Square Foot: \$8.07	
Annual Rental Cost: \$300,898.04		Average Cost Per Square Foot of Leased-In Space in County: \$7.16		
Utilities Included: 🗌 Yes 🖾 No				
Cancellation Clause: Xes If yes, explain terms: 30 Days If no, explain why not:				
Effective Date: July 1, 2020		Expiration Date: June 30, 2021		
Justification for Lease: Lease renewal				
Has the Finance & Administration Cabinet complied with statutory requirements: X Yes No If no, explain:				
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal				

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 HOUSING/BUILDING/CONSTRUCTION and HANNA FAMILY TRUST PO BOX 54497 LEXINGTON, KY 40555-4497, 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 <u>check and initial</u> your choice on the appropriate line):



The annual base rental rate shall remain \$ 8.07 per square foot for 37,286.0 rentable square feet.

LEASE NUMBER: PR04464	101 SEA HERO RD, STE 100
COUNTY: FRANKLIN	FRANKFORT, KY
ADDENDUM ATTACHED: NO (Lessor must sign	n 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).
- 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 in 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 \$300,898.04

ONE NUMBE

NEW ADDRESS Only If the above Address is Incorrect

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

ATTORNEY, FINANCE & ADMINISTRATION CABINET

SECRETARY, FINANCE & ADMINISTRATION CABINET

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Matthew G. Bevin Governor

Paul McPherson Acting Commissioner

MEMORANDUM

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

William M. Landrum III Secretary

> Scott Aubrey Director

TO:	Katherine Halloran, Committee Staff Administrator Capital Projects and Bond Oversight Committee
FROM:	Brien S. Hoover, Leasing Manager
DATE:	September 3, 2019
SUBJECT:	PR-4487, Letcher County Cabinet for Health & Family Services

As outlined, attached please find notification of a lease agreement renewal being processed by our Division's Leasing Branch.

If you have any questions or require additional information concerning this matter, please advise.

Annual Rental Exceeding \$100,000.00

BSH/bh Attachment

CC: Capital Construction Log OSBD PR-4487 File BSH

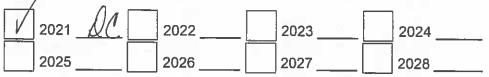


Lease No.: PR-4487		County: Letcher		
Using Agency: Cabinet for Health & Family Services				
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary	Child	Childers Oil Company Incorporated		
Property Location: 415 Highway 2034, Whitesburg, KY				
Check One: 🗌 New Lease 🛛 Ren	ewal	Modii	fication	
Type Space: Office		the second se	quare Foot: \$9.26	
Annual Rental Cost: \$178,579.12		Average Cost Per Square Foot of Leased-In Space in County: \$11.81		
Utilities Included: 🗌 Yes 🖾 No				
Cancellation Clause: Xes If yes, explain terms: 30 E		Days If no, explain why not:		
Effective Date: July 1, 2020		Expiration Date: June 30, 2021		
Justification for Lease: Lease renewal				
Has the Finance & Administration Cabinet complied with statutory requirements: X Yes No If no, explain:				
Explain why the Finance & Administration Cabinet chose this lessor: Lease renewal				

8217-6 (Rev. 09/12)

COMMONWEALTH OF KENTUCKY LEASE RENEWAL AGREEMENT

 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 HEALTH AND FAMILY SERVICES and CHILDERS OIL CO INC P O BOX 430 WHITESBURG, KY 41858, 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 <u>check and initial</u> your choice on the appropriate line):



The annual base rental rate shall remain \$ 9.26 per square foot for 19,285.0 rentable square feet.

LEASE NUMBER: PR04487	LOCATION:
	WHITESBURG, KY
ADDENDUM ATTACHED: NO (Lessor m	ust 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).
- 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 in 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 \$178,579.12

606-63

LESSOR'S CURRENT PHONE NUMBER

NEW ADDRESS Only if the above Address is incorrect

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

ATTORNEY, FINANCE & ADMINISTRATION CABINET

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/RP



Matthew G. Bevin Governor

Paul McPherson Acting Commissioner

MEMORANDUM

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

William M. Landrum III Secretary

> Scott Aubrey Director

TO:

Katherine Halloran, Committee Staff Administrator Capital Projects and Bond Oversight Committee

FROM:

Brien S. Hoover, Leasing Manager

DATE:

September 4, 2019

SUBJECT:PR-5181, Fayette CountyDepartment for Workforce InvestmentAnnual Rental Exceeding \$100,000.00

As outlined, attached please find notification of a lease agreement renewal being processed by our Division's Leasing Branch.

If you have any questions or require additional information concerning this matter, please advise.

BSH/bh Attachment

CC: Capital Construction Log OSBD PR-5181 File BSH



Lease No.: PR-5181		County: Fayette			
Using Agency: Department for Workforce Investment					
Lessor (identify all parties having 5% or more ownership): Attached extra sheet if necessary		Bicknell & Cravens LLC			
Property Location: 333 Waller Avenue, Lexington, KY					
Check One: New Lease Renewal Modification					
Type Space: Office		Cost Per Square Foot: \$16.50			
Annual Rental Cost: \$189,964.52		Average Cost Per Square Foot of Leased-In Space in County: \$14.35			
Utilities Included: 🛛 Yes 🗌 No					
Cancellation Clause: Xes If yes, explain terms: 30 E		Days If no, explain why not:			
Effective Date: July 1, 2020		Expiration Date: June 30, 2022			
Justification for Lease: Lease renewal					
Has the Finance & Administration Cabine If no, explain:	t comp	plied with statutory requirements: 🛛 Yes 🗌 No			
Explain why the Finance & Administratio	n Cabi	inet chose this lessor: Lease renewal			

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 WORKFORCE INVESTMENT and BICKNELL & CRAVENS LLC 1591 WINCHESTER RD. SUITE 107 LEXINGTON, KY 40504-4514, 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 <u>check</u> and <u>initial</u> your choice on the appropriate line):



The annual base rental rate shall remain \$ 16.50 per square foot for 11,513.0 rentable square feet.

LEASE NUMBER: PR05181 COUNTY: FAYETTE	LOCATION: 333 WALLER AVENUE LEXINGTON, KY	5
ADDENDUM ATTACHED: NO (Lessor must si	gn 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).
- 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 in 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 \$189,964.52

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13		-
LECCOR		
LEPSOK		

859-983-906-2 LESSOR'S CURRENT PHONE NUMBER

NEW ADDRESS Only If the above Address is Incorrect

Commonwealth of Kentucky - LEASING AGENCY REPRESENTATIVE

ATTORNEY, FINANCE & ADMINISTRATION CABINET

SECRETARY, FINANCE & ADMINISTRATION CABINET

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