

**HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2014-012**

**BE IT RESOLVED**, upon recommendation of Judge/Executive Harry L. Berry, to approve a two-year lease between the Commonwealth of Kentucky and the Hardin County Fiscal Court for property located at 580 Westport Road, Elizabethtown, Kentucky 42701.

**ADOPTED**, by the Hardin County Fiscal Court in its regular meeting on the 28 January 2014.

  
\_\_\_\_\_  
Harry L. Berry  
Hardin County Judge/Executive

**ATTEST:**

  
\_\_\_\_\_  
Kenneth L. Tabb  
Hardin County Clerk

**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 **Commission for Children with Special Health Care Needs and Hardin County Fiscal Court PO Box 568 Elizabethtown, KY 42702-0568** 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 type="checkbox"/>	2015	<input checked="" type="checkbox"/>	2016	<input type="checkbox"/>	2017	<input type="checkbox"/>	2018
<input type="checkbox"/>	2019	<input type="checkbox"/>	2020	<input type="checkbox"/>	2021	<input type="checkbox"/>	2022

The annual base rental rate shall remain **\$10.00** per square foot for **2,050** rentable square feet.

<b>LEASE NUMBER:</b> <b>PR04361</b>	<b>LOCATION:</b> <b>580 Westport Road Elizabethtown, KY 42702</b>
<b>COUNTY:</b> <b>Hardin</b>	
<b>ADDENDUM ATTACHED: NO</b> (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 reinspected 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 \$20,500.00**

  
 LESSOR  
 Harry L. Rotter  
 Hardin County Fiscal Court/PO Box 568  
 (502) 765-2350  
 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

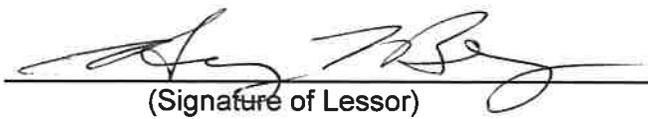
All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the Division of Real Properties, Suite 300, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2205. BSH/RP

YOUR RESPONSE / RENEWAL CONTRACT SHOULD  
BE RECEIVED IN OUR OFFICE NO LATER THAN  
**October 31, 2013**

**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 – just note the PR # and County, sign below and return this sheet)
- C.  I do not wish to renew this lease agreement. (do not sign or return the renewal – just note the PR # and County, sign below and return this sheet)

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

(270) - 765 - 2850 | \_\_\_\_\_  
(Office Phone) (Home Phone)

**PR04361, HARDIN COUNTY**