



# **ADMINISTRATIVE OFFICE OF THE COURTS**

**Division of Facilities**

## **POLICIES FOR THE OPERATION and MAINTENANCE OF COURT FACILITIES**

February 2018



# **ADMINISTRATIVE OFFICE OF THE COURTS POLICIES FOR THE OPERATION AND MAINTENANCE OF COURT FACILITIES**

Updated February 2018

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# ADMINISTRATIVE OFFICE OF THE COURTS POLICIES FOR THE OPERATION AND MAINTENANCE OF COURT FACILITIES

## Section 1: Introduction and Contact Information

Updated February 2018

### INTRODUCTION

The Administrative Office of the Courts ("AOC") Division of Facilities oversees the management of court facilities in all of Kentucky's 120 counties, including Judicial Centers, courthouses, and other property owned or operated by a local unit of government and occupied by the Court of Justice. The Division of Facilities also manages space occupied by the Court of Justice through private sector leases. Approvals for expenditures of funds related to the operation and maintenance of court facilities are processed by the Division of Facilities. The goal of these AOC Policies for the Operation and Maintenance of Court Facilities ("Operation and Maintenance Policies") is to provide guidance to local units of government in the management of court facilities while ensuring state funds are spent in an efficient manner on necessary repair and operating costs. Division of Facilities employees are committed to helping local governments efficiently manage court facilities and are available to answer questions or concerns you and your staff may have regarding the operation of court facilities. Division of Facilities staff can be contacted as noted below.

### CONTACT INFORMATION

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# ADMINISTRATIVE OFFICE OF THE COURTS POLICIES FOR THE OPERATION AND MAINTENANCE OF COURT FACILITIES

## Section 2: References and Terms

Updated February 2018

**"AOC"** refers to the Administrative Office of the Courts.

**"Additional Rentals" or "Other Rented Space"** means property other than a judicial center, courthouse, or courthouse annex that is owned or operated by a local unit of government and occupied by the Kentucky Court of Justice.

**"Court Facilities Local Government Reimbursement Form" or "Annual Reimbursement Form"** formerly known as the Blue Form, refers to the document sent annually from the AOC Budget Office to Local Units of Government containing an itemization of the following annual payments to be made to the Unit of Government: (1) Regular Operating Expenses (estimated); (2) Use Allowance (if applicable); and (3) Additional Rentals (if applicable).

**"Facility" or "Court Facility"** as used in these Policies refers to a judicial center, courthouse, Additional Rentals or other property owned or operated by a local unit of government in which space for the Kentucky Court of Justice is provided.

**"Fiscal Year" or "FY"** means a one-year period beginning July 1 and ending on June 30.

**"Janitorial Costs"** refers to the costs associated with janitorial supplies; a contract for janitorial services and/or janitorial personnel employed by the county, including salaries, health and life benefits; and uniform costs.

**"KCOJ"** refers to the Kentucky Court of Justice.

**"Local Unit of Government" or "Unit of Government"** means a county, city, urban-county government, special district, or corporate entity created for the purpose of constructing or holding title to a court facility.

**"Maintenance Costs"** refers to the costs associated with general maintenance supplies; a contract for maintenance services and/or maintenance personnel employed by the county, including salaries, health and life benefits; uniform costs; elevator service contracts; HVAC preventative maintenance contracts; and consumables for the building (i.e. lightbulbs, filters).

**"Major Repair"** means a repair that costs \$2,500 or more and is not a reasonably anticipated recurring annual expense.

**“Nonrecurring Project”** means a project consisting of a major repair; or a replacement, upgrade or modification to the court facility or KCOJ occupied portion of the facility. Examples of nonrecurring projects include, but are not limited to: new carpet or paint; replacement of the windows, roof, boiler or HVAC; or interior or mechanical renovations. Capital renovations involving modifications to the exterior envelope of the facility are Court of Justice Capital Construction Projects and must be authorized by the General Assembly and developed in accordance with AP Part X.

**"Operating Costs"** means the reimbursement from the AOC to compensate the Unit of Government for annual expenses for utilities, janitorial costs, rent, insurance, and necessary maintenance, repair, and upkeep of the court facility which do not increase the permanent value or expected life of the court facility, but keeps it in efficient operating condition. Operating Costs are divided into the following categories: (1) Regular Operating Expenses which are estimated on the Annual Reimbursement Form; (2) Rent for Additional Rentals; and (3) Nonrecurring Projects.

**“Ordinary repairs”** are those repairs that are reasonably anticipated recurring annual expenses or unanticipated nonrecurring repairs costing \$2,499 or less.

**“Regular Operating Expenses” or “Operating Expenses”** means the local unit of government’s annual expenses for janitorial costs, insurance, utilities, maintenance costs, and necessary maintenance and upkeep of the facility including ordinary repairs which do not increase the permanent value or expected life of the court facility, but keep it in efficient operating condition.

**"Utilities"** means electricity, gas, water, sewer, trash, and phone/internet services **only** to support the elevator phone, fire alarm, and panic button.

**"Utility costs"** refers to those costs associated with providing utilities. It does not include maintenance or repair costs for any of the systems involved in providing utility services.



# ADMINISTRATIVE OFFICE OF THE COURTS POLICIES FOR THE OPERATION AND MAINTENANCE OF COURT FACILITIES

## Section 3: Regular Operating Expenses

Updated February 2018

Per KRS 26A.115, the AOC pays Operating Costs to local units of government providing space to the KCOJ. Operating Costs are divided into the following categories: (1) Regular Operating Expenses which are estimated on the Annual Reimbursement Form; (2) Rent for Additional Rentals; and (3) Nonrecurring Projects.

Regular Operating Expenses include the local unit of government's annual expenses for utilities, insurance, janitorial costs, maintenance costs, and necessary maintenance and upkeep of the facility including ordinary repairs which do not increase the permanent value or expected life of the court facility, but keep it in efficient operating condition. Ordinary repairs are those repairs that are reasonably anticipated recurring annual expenses or unanticipated nonrecurring repairs costing \$2,499 or less.

### A. Reimbursements to Local Units of Government for Operating Expenses

The AOC estimates operating expenses for each local unit of government annually based on the adjusted operating expenses for the prior Fiscal Year as determined by the annual AOC audit of the local unit of government's expenses. The estimated amount of operating expenses are included on the Annual Reimbursement Form for Court Facilities and the AOC makes quarterly payments to the local unit of government consistent with the estimate. Adjustments may be made to fourth quarter payments consistent with the annual AOC audit of the local unit of government's expenses for the prior fiscal year.

Example: Fiscal Year 2017 encompasses the time period July 1, 2016 – June 30, 2017. The annual AOC audit of Fiscal Year 2017 expenditures will conclude in or around February 2018. At that time, the operating expense reimbursement estimate for Fiscal Year 2018 will be adjusted and the adjustment will be reflected in the April 2018 reimbursement payment. The estimated operating expense reimbursement amount included on the Annual Reimbursement Form for Court Facilities for Fiscal Year 2019 (July 1, 2018 – June 30, 2019) will be based on the adjusted operating expenses approved in the February 2018 audit.

### B. Calculation of Operating Expenses

The AOC's payment of operating expenses is calculated based on the KCOJ's proportionate share of the operating expenses according to the pro rata portion of the floor space that is occupied by

the KCOJ in a court facility. Operating expenses are not typically paid for Additional Rentals, as any such costs are wrapped into the agreed-upon per square foot rent.

### **C. Utilities**

The AOC will reimburse the local unit of government for its proportionate share of costs for electricity, gas, water, sewer, trash, and phone/internet services only to support the elevator phone, fire alarm and panic button in a court facility. The local unit of government must provide documentation demonstrating the amount billed for utilities and the amount paid for utilities during the annual AOC audit.

The AOC pays directly for phone and internet services provided to KCOJ staff and elected officials. The AOC is not responsible for any other phone or internet services provided in the court facility for elected officials or staff of the local unit of government or for the convenience of the local unit of government.

The AOC is not responsible for any cable services provided in court facilities.

### **D. Insurance**

Insurance costs will only be included in the operating expenses if proof of insurance is provided annually to the Division of Facilities Administrative Support Coordinator on or before August 1 of each Fiscal Year.

### **E. Ordinary Repairs**

Ordinary repairs are those repairs that are reasonably anticipated recurring annual expenses or unanticipated nonrecurring repairs costing \$2,499 or less.

In order to receive reimbursement for ordinary repairs costing \$2,499 or less, the local unit of government must provide (1) the invoice and (2) documentation demonstrating the amount paid for the repair to the AOC Auditor during the annual AOC audit.

In order to receive reimbursement for ordinary repairs costing \$2,500 or more, the local unit of government must:

- (1) Contact the Division of Facilities at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net) for approval prior to proceeding with the Work to submit a Work Order Request;
- (2) Obtain at least three (3) quotes if the repair is a reasonably anticipated recurring annual expense costing \$5,000 or more and provide those quotes to the AOC Division of Facilities;
- (3) Receive written approval to proceed with the Work from the Division of Facilities on the Work Order Request Form; and

(4) Provide (a) the invoice and (b) documentation demonstrating the amount paid for the repair to the AOC Auditor during the annual AOC audit.

Failure to provide the required documentation may result in rejection of the expense for reimbursement.

The AOC reserves the right to reject reimbursement for expenses associated with Work completed by any individual or entity that has been debarred by any state or federal agency, including the AOC.





# ADMINISTRATIVE OFFICE OF THE COURTS POLICIES FOR THE OPERATION AND MAINTENANCE OF COURT FACILITIES

## Section 3a: Janitorial Services

Updated February 2018

Per KRS 26A.110, each local government is responsible for providing or procuring janitorial services for its court facility. The AOC will reimburse the local government for its proportionate costs for janitorial services based on the pro rata portion of the floor space that is occupied by the KCOJ in the court facility. Janitorial services include:

- a contract for janitorial services;
- janitorial supplies;
- janitorial personnel employed by the local government, including salaries, health and life benefits; and/or
- uniform costs.

The local government is not required to use one company to perform all required services or use its own staff for all required services. Rather, the local government may choose to contract with separate entities to perform various aspects of these requirements or to perform some aspects of the requirements with its own staff and contract for the rest. For example, a contract may be entered into for all daily, weekly and monthly performance requirements with one service provider, but the semi-annual and annual requirements may be bid separately and awarded to a different service provider. Or, a local government may use its own staff to provide daily and weekly services, but contract with a service provider to provide the monthly, semi-annual and annual requirements.

Janitorial services are considered operating expenses and are reimbursed via the Annual Reimbursement Form.

### A. DENIAL OF REIMBURSEMENT

**The AOC may refuse to reimburse the local government expenses associated with an employee who performs janitorial services if:**

(1) The local government failed to provide the AOC the information required in Subsection C for any individual accessing the building to perform janitorial services; or

(2) The local government allowed an individual to perform janitorial services for a court facility (either individually or on behalf of an entity) after the AOC notified the local government that the individual had been denied access to the court facility as a result of a Criminal History Record Check; or

(3) The local government has added additional personnel to provide janitorial services without prior approval of the AOC; or

(4) The local government fails to perform all of the minimum services in Subsection E, or otherwise fails to maintain a clean court facility.

**The AOC may refuse to reimburse the local government expenses associated with a contract for janitorial services if:**

(1) The local government failed to notify the Division of Facilities prior to advertising for janitorial services; or

(2) The local government failed to provide the AOC the information required in Subsection C for any individual accessing the building to perform janitorial services; or

(3) The local government allowed an individual to perform janitorial services for a court facility (either individually or on behalf of an entity) after the AOC notified the local government that the individual had been denied access to the court facility as a result of a Criminal History Record Check; or

(4) The local government contracted with a janitorial service provider that is debarred by any state or federal agency, including the AOC; or

(5) The local government contracted with a janitorial provider that did not provide insurance and bonds as required by Subsection F; or

(6) The local government failed to enter into a valid contract with a janitorial services provider that includes, at a minimum, the services listed in Subsection E; or

(7) The local government otherwise fails to maintain a clean court facility.

## **B. POINTS OF CONTACT**

The Chief Circuit Judge has the authority to control, assign, and otherwise manage the space in a judicial center or courthouse occupied by the KCOJ. The Chief Circuit Judge may designate a local KCOJ representative (i.e. Circuit Court Clerk, judicial secretary) to communicate facility-related concerns, issues, or requests to the local government's designated point of contact. If the Chief Circuit Judge designates a local KCOJ representative, he or she shall provide contact information for the designee to the local government.

The local government must designate a point of contact employed by the local government for the following purposes: (1) to discuss payment and contractual issues with the AOC Division of Facilities; and (2) to communicate with the Chief Circuit Judge or designee regarding concerns,

issues, or requests raised by local KCOJ officials and employees. The contact may be the same individual for both purposes or different individuals may be named for each purpose.

All issues concerning the adequacy of services shall first be discussed between the local government's designated point of contact and the Chief Circuit Judge or designee.

### **C. CRIMINAL HISTORY RECORD CHECKS**

Because sensitive and confidential court documents, records, and information are housed in court facilities, the AOC must complete a Criminal History Record Check and approve each individual proposed to have access to the court facility to provide janitorial services.

To obtain approval, the local unit of government **must** provide to the Division of Facilities Administrative Support Coordinator at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net) the following information for each individual **prior to** hiring, assigning, or contracting the individual or a business entity to provide janitorial services for a court facility:

- Name
- Address
- Social Security Number
- Date of Birth

The AOC reserves the right to deny access to a court facility by any proposed individual based on the result of a Criminal History Record Check.

### **D. SCHEDULING AND ACCESS**

The local government and the Chief Circuit Judge or designee must:

- Agree to all janitorial service schedules, including active cleaning times;
- Agree to and designate special access areas, such as records areas, judges' private offices, and evidence storage areas; and
- Determine and coordinate how access to the court facility and special access areas will be given.

The local government must provide the Chief Circuit Judge or designee the names of all janitorial personnel, whether employed by the local government or contracted, who will have access to the court facility.

The AOC is not responsible for providing keys to the court facility for service provider access, but is available to assist with access issues should they arise.

### **E. JANITORIAL PERFORMANCE STANDARDS**

The local government must provide or contract to provide the following minimum janitorial services for a court facility.

## **Minimum Cleaning Requirements**

### **1. DAILY SERVICES**

The court facility is to be cleaned five days/nights per week, Monday through Friday.

#### **Trash**

- Empty trash receptacles:, replace all soiled or torn liners, and clean receptacle as needed
- Pick up all litter not put in trash containers
- Dispose of boxes and other items marked "TRASH" by the facility's occupants
- Dispose of trash and litter in dumpsters or area designated by the city or local government for pick-up

#### **Restrooms**

- Restock all supplies: paper towels, toilet tissue, soap, etc.
- Clean glass mirrors
- Flush commodes and urinals
- Wipe down all surfaces, including faucets and door handles or push plates

#### **Breakrooms**

- Clean any food spillage around cooking appliances (stoves, microwave ovens, coffee makers, etc.) and refrigerators
- Wipe down countertops, table tops, sinks and appliance surfaces

#### **General Cleaning**

- Spot clean surfaces, horizontal and vertical, to remove all smudges, cup rings, spills, nicotine residues, etc.
- Wipe down all drinking fountains
- Wiped down work counters and public work surfaces, including but limited to, clerk area counters, litigation tables, conference room tables, etc.

#### **Floors**

- Vacuum all carpeted high traffic areas, including halls, corridors, circulation within open office areas
- Spot clean carpets with commercial carpet cleaner or (if necessary) spot remover and wet/dry vacuum to insure stains are removed rather than spread and set

#### **Outside of the Facility**

- Empty trash receptacles, replace all soiled or torn liners; clean receptacles as needed
- Pick up all litter not put in trash containers
- Dispose of trash and litter in dumpsters or area designated by the city or local government for pick-up
- Empty smoker's outpost, disposal containers as needed
- Maintain perimeter sidewalks, outside stairs and ramps that provide direct access to the building and/or the property, in a clean, debris-free manner

### **2. WEEKLY SERVICES**

#### **Floors**

- Vacuum all carpeted areas, including office spaces, break rooms and stairs

- Damp mop all non-wood, hard surfaced traffic areas, including office spaces, break rooms and stairs
- Dust mop all wood floor areas, including office spaces, break rooms and stairs

#### **Bathrooms**

- Clean and disinfect all dispensers: paper towel, toilet tissue holder, soap, etc.
- Clean and disinfect entrance doors, including bright surfaces: door knobs, push plates, etc.
- Clean and disinfect all tiled wall surfaces and partition walls
- Clean and disinfect commodes and urinals, both inside and out
- Mop and disinfect all floors

#### **General Cleaning**

- Spot clean horizontal and vertical surfaces, removing any obvious stains or residue
- Spot clean windows and doors, including glass area
- Clean all public seating: Cloth seats- brush-out or vacuum, Wood seating- wipe down

#### **Break rooms**

- Disinfect (sanitize) all tabletops, counter tops and sinks

### **3. Monthly**

#### **General Cleaning**

- Dust, high (above desktop level, including signage) and low (below desktop level)
- Clean and polish entrance doors
- Clean baseboards
- Clean wainscot (except for restrooms, which are cleaned weekly)
- Remove cobwebs and bugs from high areas, lights, and corners
- Vacuum air diffusers and grills

### **4. Semi-Annually**

The following services should be performed at least twice a year. The services may be included in the janitorial services contract, or may be bid or quoted separately as needed.

- Apply polish and buff hard-surfaced (non-wood) floors to a high gloss
- Scrub and clean all stone or ceramic/quarry tiled floors
- Clean all wood floors - apply polish and buff wood floors
- Clean (hot water extraction method) all high-traffic carpeted floors, including halls, corridors, circulation within open office areas
- Mop all sealed concrete floors
- Clean light fixtures and light fixture lenses
- Vacuum clean all drapes and blinds

### **5. Annually**

The following services should be performed at least once a year. The services may be included in the janitorial services contract, or may be bid or quoted separately as needed.

- Clean (hot water extraction method) all carpeted floors not cleaned semi-annually, including all office spaces, breakrooms and stairs

- Clean and polish all window interiors and exteriors
- Clean all blinds
- Strip, clean, and apply sealer to all non-wood, hard-surfaced floors
- Strip and seal joints in stone or ceramic/quarry tiled floors
- Pressure clean walkways

### **Specifications**

The standards outlined above are minimum requirements and may be used as specifications in a request for bids for janitorial services. The local government and Chief Circuit Judge or designee may agree that additional services need to be performed in the Facility or that they should be performed more often than required by this Subsection. If an agreement is reached to perform services in excess of these minimum requirements and the local government intends to use contracted janitorial services, the request for bids, quotes, or proposals should clearly specify all requirements and they should also be included in the contract for services.

### **Unsatisfactory Performance of Janitorial Services**

Concerns regarding the adequacy of janitorial services performed at the court facility should first be brought by the Chief Circuit Judge or designee to the local government's designated point of contact. If the local government fails to respond or to correct the unsatisfactory performance of janitorial services, the Chief Circuit Judge or designee should contact the Manager of the AOC Division of Facilities via email to report the unresolved concerns. Once notified of potential issues with the performance of janitorial services, the AOC Division of Facilities will discuss the alleged unsatisfactory performance directly with the local government.

### **Reporting Facility Deficiencies**

Janitorial staff or services providers are required to immediately notify the designated local government contact of any deficiencies noted in the court facility, including, but not limited to, plumbing leaks or issues, electrical problems, carpet rips or tears, broken mirrors, insect infestations, or other conditions requiring repair observed while performing janitorial services. Upon receiving notice of a deficiency or issue with the court facility, the local government should take immediate steps to correct the deficiency. The procedures in *Section 4: Nonrecurring Project Requests* apply.

### **Inspections**

The AOC reserves the right to inspect the entire court facility and prepare a list of janitorial insufficiencies. The list shall be presented to local government and the local government should either correct or present a plan to the AOC to correct the insufficiencies within five (5) business days. If this schedule for corrections is not met, the local government may no longer qualify for reimbursement of janitorial services.

## **F. CONTRACTED JANITORIAL SERVICE PROVIDERS**

The requirements in this Subsection only apply when a local government uses a contracted service provider, as opposed to janitorial staff employed by the local government, to provide some or all of the required janitorial services.

#### **Requests for Bids, Quotes, or Proposals**

The local government must notify the AOC Division of Facilities prior to advertising for a new janitorial service provider.

#### **Insurance and Bonding**

The AOC will only reimburse the local government for expenses associated with a janitorial service provider, whether it be an individual or business entity, if that provider is bonded *and* maintains a General Liability Insurance policy with a minimum of \$25,000 in coverage for Property Damage. The amount of the janitorial service provider's bond is in the discretion of the local unit of government. The local government may also choose to require a janitorial service provider to maintain a General Liability Insurance policy for Personal Injuries and/or Workman's Compensation Insurance to provide coverage for personal injury claims.

The local unit of government must send copies of the insurance and bond to the AOC Division of Facilities Administrative Support Coordinator via email at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net).

The AOC will not reimburse the local government for any expenses associated with personal injuries caused by negligence of a janitorial service provider or for claims made by the janitorial service provider for work-related injuries.

#### **Services Contract Required**

The local government must enter into a contract with any individual or business entity selected to provide janitorial services for a court facility who is not employed by the local government. The contract must contain at least the required services outlined above in Subsection E- Janitorial Performance Standards. The local government must send a copy of the contract(s) to the Division of Facilities Administrative Support Coordinator via email at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net).

The contract should include at the minimum the following: names of individuals accessing the Facility to provide janitorial services; the type and scope of services to be provided; how often services will be provided; rate of pay for the services provided; and a start date and end date for the contract.

#### **G. SERVICES PROVIDED DIRECTLY BY THE LOCAL GOVERNMENT**

Maintaining a clean facility is important to ensure that judicial centers and courthouses operate efficiently. If a local government elects to use its own staff instead of contracting for janitorial services, the AOC strongly encourages the local government to designate a single employee to specifically address the needs of the KCOJ-occupied space.

The requirements in this Subsection only apply when a local government uses janitorial staff employed by the local government to provide all of the required janitorial services.

### **Initial Set-Up of a New Judicial Center**

For new judicial centers, AOC will reimburse the local government upon submittal of an invoice, for the following:

- Commercial/Industrial quality vacuum cleaner
- Commercial/Industrial floor polisher and/or buffer
- Wet/Dry vacuum cleaner
- Sufficient quality and quantity of mops and mop buckets with wringers
- All other appropriate cleaning tools and equipment
- Cleaning supplies and materials
- Appropriate "safety" signage (Danger – Wet Floor, etc.)
- Supplies: Trash can liners, Toilet tissue, Paper towels, Hand soap

If the total cost of purchasing these items exceeds \$4,000, the local government is required to obtain prior approval from the Manager of the AOC Division of Facilities.

### **Supplies After Initial Set-Up**

The cost of janitorial supplies is included in the Operating Expenses paid by the AOC to the local government quarterly in accordance with the estimate agreed to on the Annual Reimbursement Form signed by the local government.

### **Equipment After Initial Set-Up**

From time to time a local government may need to purchase equipment related to providing janitorial services at the court facility and its grounds. The AOC will reimburse the local government for the purchase if the proposed piece of equipment is to be used solely for KCOJ occupied space and the cost is under \$1000. To receive reimbursement for these purchases, send an invoice and copy of the payment issued by the local government to the Division of Facilities Administrative Support Coordinator via email at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net). Reimbursements will be paid directly to the local government from the AOC Budget Office.

If the piece of equipment will cost \$1000 or more, or if the local government intends to also use the equipment in spaces not occupied by the KCOJ, the AOC will only reimburse the purchase if the local government requests and receives approval in writing prior to the purchase of the equipment. To obtain pre-approval, follow the process outlined in *Section 4: Nonrecurring Project Requests*.





# ADMINISTRATIVE OFFICE OF THE COURTS POLICIES FOR THE OPERATION AND MAINTENANCE OF COURT FACILITIES

## Section 3b: Maintenance and Preventative Maintenance Services

Updated February 2018

Per KRS 26A.110, each local government is responsible for providing or procuring maintenance services for its court facility. Additionally, the local government is encouraged to procure an HVAC preventative maintenance services contract. The local government **must** obtain prior approval from the AOC before awarding any maintenance or preventative maintenance contract.

The AOC will reimburse the local government for its proportionate costs for maintenance services based on the pro rata portion of the floor space that is occupied by the KCOJ in the court facility. Maintenance services includes:

- a contract for maintenance services;
- general maintenance supplies;
- maintenance personnel employed by the local government, including salaries, health and life benefits;
- uniform costs;
- elevator service contracts;
- HVAC preventative maintenance contracts; and
- consumables for the building (i.e. lightbulbs, filters).

Maintenance and preventative maintenance services are considered operating expenses and are reimbursed via the Annual Reimbursement Form.

### A. DENIAL OF REIMBURSEMENT

**The AOC may refuse to reimburse the local government expenses associated with an employee who performs maintenance services if:**

(1) The local government failed to provide the AOC the information required in Subsection C for any individual accessing the building to perform maintenance or preventative maintenance services; or

(2) The local government allowed an individual to perform maintenance or preventative maintenance services for a court facility (either individually or on behalf of an entity) after the AOC notified the local government that the individual had been denied access to the court facility as a result of a Criminal History Record Check; or

(3) The local government has added additional personnel to provide maintenance services without prior approval of the AOC; or

(4) The local government fails to perform all of the minimum services in Subsection E or otherwise fails to properly maintain the court facility or fails to adhere to appropriate safety standards.

**The AOC may refuse to reimburse the local government expenses associated with a contract for maintenance or preventative maintenance services if:**

(1) The local government failed to notify the Division of Facilities prior to advertising for maintenance or preventative maintenance services; or

(2) The local government failed to provide the AOC the information required in Subsection C for any individual accessing the building to perform maintenance or preventative maintenance services; or

(3) The local government allowed an individual to perform maintenance or preventative maintenance services for a court facility (either individually or on behalf of an entity) after the AOC notified the local government that the individual had been denied access to the court facility as a result of a Criminal History Record Check; or

(4) The local government contracted with a maintenance or preventative maintenance provider that is debarred by any state or federal agency, including the AOC; or

(5) The local government contracted with a maintenance or preventative maintenance provider that did not provide insurance and bonds as required by Subsection F; or

(6) The local government failed to enter into a valid contract with a maintenance or preventative maintenance provider; or

(7) The local government failed to obtain the approval of the AOC prior to entering into the maintenance or preventative maintenance contract; or

(8) The local government fails to properly maintain the facility or fails to adhere to appropriate safety standards.

**B. POINTS OF CONTACT**

The Chief Circuit Judge has the authority to control, assign, and otherwise manage the space in a judicial center or courthouse occupied by the KCOJ. The Chief Circuit Judge may designate a local KCOJ representative (i.e. Circuit Court Clerk, judicial secretary) to communicate facility-related concerns, issues, or requests to the local government's designated point of contact. If the Chief

Circuit Judge designates a local KCOJ representative, he or she shall provide contact information for the designee to the local government.

The local government must designate a point of contact employed by the local government for the following purposes: (1) to discuss payment and contractual issues with the AOC Division of Facilities; and (2) to communicate with the Chief Circuit Judge or designee regarding concerns, issues, or requests raised by local KCOJ officials and employees. The contact may be the same individual for both purposes or different individuals may be named for each purpose.

All issues concerning the adequacy of services shall first be discussed between the local government's designated point of contact and the Chief Circuit Judge or designee.

### **C. CRIMINAL HISTORY RECORD CHECKS**

Because sensitive and confidential court documents, records, and information are housed in court facilities, the AOC must complete a Criminal History Record Check and approve each individual proposed to have access to the court facility to provide maintenance or preventative maintenance services.

To obtain approval, the local unit of government **must** provide to the Division of Facilities Administrative Support Coordinator via email to [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net) the following information for each individual **prior to** hiring, assigning, or contracting the individual or a business entity to provide maintenance or preventative maintenance services for a court facility:

- Name
- Address
- Social Security Number
- Date of Birth

The AOC reserves the right to deny access to a court facility by any proposed individual based on the result of a Criminal History Record Check.

### **D. SCHEDULING AND ACCESS**

The local government and the Chief Circuit Judge or designee must:

- Agree to all maintenance and preventative maintenance service schedules, including active cleaning times;
- Agree to and designate special access areas, such as records areas, judges' private offices, and evidence storage areas; and
- Determine and coordinate how access to the court facility and special access areas will be given.

The local government must provide the Chief Circuit Judge or designee the names of all maintenance and preventative maintenance personnel, whether employed by the local government or contracted, who will have access to the court facility.

The AOC is not responsible for providing keys to the court facility for service provider access, but is available to assist with access issues should they arise.

## **E. MAINTENANCE SERVICE PERFORMANCE STANDARDS**

### **Personnel**

The local government and/or service provider shall utilize personnel who are both competent and, if applicable, licensed and certified in the Commonwealth of Kentucky to execute work in the applicable trades and for the type of equipment in use at the court facility.

### **Work Plan**

It is responsibility of the local government or the local government's contracted maintenance service provider to determine the appropriate level of maintenance for the components of the court facility. The local government or service provider should execute maintenance, including the changing of wearable components, filters, lubrication, and cleaning, in accordance with the manufacturer's recommendation or best industry management practice, whichever is more stringent.

For contracted maintenance service providers, the service provider should submit with the bid or proposal package a "Preliminary Work Plan." This plan shall include, but not be limited to: personnel providing services, including tradesmen and/or sub-service providers the service provider will employ or utilize as part of the contract; scope and type of work to be performed; schedules of maintenance; cost of services to be provided; and the experience of the company and its personnel in maintaining commercial buildings and the type of equipment used in the court facility.

### **Repairs and Replacements**

Maintenance or preventative maintenance service providers or local government staff should not perform repairs costing \$2,500 or more and should not replace any equipment, systems, or components of the court facility without receiving prior approval from the local government. The local government must not authorize the performance of repairs totaling \$2,500 or more or replace any equipment, systems, or components of the court facility without first receiving written pre-approval from the AOC Division of Facilities.

The AOC **will not** reimburse a repair or replacement totaling \$2,500 or more if the local government did not seek and receive written approval from the Division of Facilities before authorizing and beginning the work. Repairs are categorized as ordinary repairs or major repairs.

Ordinary repairs are considered reimbursable operating expenses. Ordinary repairs are those repairs that are reasonably anticipated recurring annual expenses or unanticipated nonrecurring repairs costing \$2,499 or less. For all ordinary repairs costing more than \$2,499, the approval processes in *Section 3: Operating Expenses* apply.

A Major Repair is a repair that costs \$2,500 or more, including all parts and labor related to the repair, and *is not* a reasonably anticipated recurring annual expense. Major Repairs are considered Nonrecurring Projects. Replacements, upgrades, modifications and renovations are also considered Nonrecurring Projects. The processes in *Section 4: Nonrecurring Project Requests* of these rules apply.

### **Renovations**

Any proposed renovations **must** be pre-approved. Work should not begin on a renovation until all procedural steps outlined in *Section 4: Nonrecurring Project Requests* have been taken and the local government has received written authorization from the Manager of the Division of Facilities to proceed.

### **Unsatisfactory Performance of Maintenance Services**

Concerns regarding the adequacy of maintenance or preventative maintenance services performed at the court facility should first be brought by the Chief Circuit Judge or designee to the local government's designated point of contact. If the local government fails to respond or to correct the unsatisfactory performance of the maintenance or preventative maintenance services, the Chief Circuit Judge or designee should contact the Manager of the AOC Division of Facilities to report the unresolved concerns. Once notified of potential issues with the performance of maintenance or preventative maintenance services, the AOC Division of Facilities will discuss the alleged unsatisfactory performance directly with the local government.

### **Reporting Facility Deficiencies**

Maintenance staff or service providers are required to immediately notify the designated local government contact of any deficiencies noted in the court facility, including, but not limited to, plumbing leaks or issues, electrical problems, carpet rips or tears, broken mirrors, insect infestations, or other conditions requiring repair observed while performing janitorial services. Upon receiving notice of a deficiency or issue with the court facility, the local government should take immediate steps to correct the deficiency. The procedures in *Section 4: Nonrecurring Project Requests* apply.

### **Inspections**

The AOC reserves the right to inspect the entire court facility and prepare a list of maintenance insufficiencies. The list shall be presented to local government and the local government should either correct or present a plan to the AOC to correct the insufficiencies within five (5) business

days. If this schedule for corrections is not met, the local government may no longer qualify for reimbursement of maintenance or preventative maintenance services.

#### **F. CONTRACTED MAINTENANCE SERVICE PROVIDERS**

The requirements in this Subsection only apply when a local government uses a contracted service provider, as opposed to maintenance staff employed by the local government, to provide some or all of the maintenance and HVAC preventative maintenance services. Local governments are encouraged to procure maintenance and HVAC preventative maintenance service providers if the local government's maintenance employee does not have the applicable or recommended license or certification to work on the equipment installed at the court facility.

##### **Requests for Bids, Quotes, or Proposals**

The local government must notify the AOC Division of Facilities prior to advertising for a maintenance or preventative maintenance service provider. HVAC preventative maintenance agreements **must** be pre-approved in writing by the AOC Division of Facilities or local government will not be reimbursed for the preventative maintenance contract costs.

Note: If a local government currently has an agreement in place, email a copy of the agreement to the Division of Facilities Administrative Support Coordinator at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net). If the local government does not have a current, written contract for services, contact the Manager of the AOC Division of Facilities to discuss options.

##### **Insurance and Bonding**

The AOC will only reimburse the local government for expenses associated with a maintenance or preventative maintenance service provider, whether it be an individual or business entity, if that provider is bonded *and* maintains a General Liability Insurance policy with a minimum of \$25,000 in coverage for Property Damage. The amount of the maintenance or preventative maintenance service provider's bond is in the discretion of the local unit of government. The local government may also choose to require a maintenance or preventative maintenance service provider to maintain a General Liability Insurance policy for Personal Injuries and/or Workman's Compensation Insurance to provide coverage for personal injury claims.

The local unit of government must send copies of the insurance and bond to the AOC Division of Facilities Administrative Support Coordinator via email at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net).

The AOC will not reimburse the local government for any expenses associated with personal injuries caused by negligence of a maintenance or preventative maintenance service provider or for claims made by the maintenance or preventative maintenance service provider for work-related injuries.

##### **Service Provider Personnel and Qualifications**

As part of its submitted proposal for work, the service provider should provide the experience of the company and its personnel in maintaining commercial buildings and the type of equipment

in use at the court facility. Before awarding a contract to a maintenance or preventative maintenance service provider, the local government should review and check that all personnel proposed by the service provider are competent and licensed/ certified in the Commonwealth of Kentucky to execute work in the applicable trades and for the type of equipment in use at the court facility.

### **Services Contract Required**

The local government must enter into a contract with any individual or business entity selected to provide maintenance or preventative maintenance services for a court facility who is not employed by the local government. The local government must send a copy of the contract(s) to the Division of Facilities Administrative Support Coordinator via email at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net).

The contract should include at the minimum the following: names of individuals accessing the Facility to provide janitorial services; the type and scope of services to be provided; how often services will be provided; rate of pay for the services provided; which party is responsible for providing the equipment, tools, materials, and supplies to perform all manufacturer-recommended or necessary maintenance; and a start date and end date for the contract.

### **G. AUTHORIZED MAINTENANCE SUPPLIES, SERVICES AND EQUIPMENT EXPENDITURES**

The information below is provided for the purpose of helping local units of government ensure maintenance expenditures are authorized and will be reimbursed as an operating cost. If the local government is not sure whether an expenditure is an authorized maintenance expense, prior to entering into the contract, purchasing the supply or arranging the inspection, contact the Manager of the AOC Division of Facilities for clarification. All HVAC preventative maintenance contracts require prior approval by the Division of Facilities.

#### **Supplies**

The cost of general maintenance supplies is included in the Operating Expenses paid by the AOC to the local government quarterly in accordance with the estimate on the Annual Reimbursement Form signed by the local government.

General maintenance supplies may include, but are not limited to, the following items:

- HVAC Filters
- Fuses
- Light Bulbs
- Keys
- Fire Alarm Equipment and Extinguishers
- Locks

#### **Contracted Services and Inspections**

The following types of contracted services are considered maintenance costs unless they are associated with a major repair:

- HVAC Preventative Maintenance (must be pre-approved by the Division of Facilities)
- Elevator Service and Inspection

- Water Treatment
- Boiler, HVAC Inspections
- Pest and Termite Control-Extermination
- Security or Fire Alarm Monitoring
- Snow and Ice Removal
- Grounds Maintenance

### **Equipment**

From time to time a local government may need to purchase equipment that is necessary to efficiently maintain the Facility and its grounds. The AOC will reimburse the local government for the purchase if the proposed piece of equipment is to be used solely at the judicial center or courthouse and the cost is under \$1000.

If the piece of equipment will cost \$1000 or more or will not be used solely at the judicial center or courthouse, the AOC will only reimburse the purchase if prior approval for the purchase was given by the AOC. To obtain pre-approval, follow the process outlined in *Section 4: Nonrecurring Project Requests* of these Policies.

### **Workmanship**

All work shall be performed in a neat, orderly, and professional manner with applicable local, state, and federal laws and codes. Whenever possible, maintenance services, preventative maintenance services, and repair services should be performed in a manner that is not disruptive to the administration of court business. Additionally, special care shall be taken to insure that all tools, fixtures, and equipment used by service provider staff or local government maintenance personnel in the execution of duties are properly stored and not kept or used in such a way that creates a safety or environmental hazard.

### **Safety**

Safety in and around the workplace should take precedence over all other required tasks. The following provisions and procedures must be strictly administered:

- Lockout/Tagout procedures
- Appropriate Barriers and Barricade
- Appropriate Shoring, Bracing, and Blocking
- Warning Signage
- Appropriate tools (*e.g. insulated hand tools, the proper wrenches, etc.*)
- Appropriate equipment (*e.g., insulated ladders, test sets, etc.*)
- Safety harnesses and lanyards, when working in high areas
- Ground guides, when maneuvering equipment inside and outside of building
- Flagmen, when necessary
- Appropriate safety apparel when handling hazardous/toxic substances and materials
- Label, handle, and store all hazardous and toxic materials in strict accordance with applicable environmental law and regulations



- Appropriate trade training and certifications
- All required OSHA training and certifications **and**
- Immediately notify the Chief Circuit Judge or designee and proper agencies (*e.g., Fire Department*) of all hazardous and potentially hazardous situations.

If the AOC becomes aware of unsafe conditions at the court facility and the local government does not quickly rectify the problem upon notice, the local government may be disqualified from receiving reimbursement for maintenance or preventative maintenance expenses.



# ADMINISTRATIVE OFFICE OF THE COURTS POLICIES FOR THE OPERATION AND MAINTENANCE OF COURT FACILITIES

## Section 4: Nonrecurring Project Requests

Updated February 2018

A Nonrecurring Project means a major repair (i.e. those that cost \$2,500 or more for all labor and materials, and are not reasonably anticipated annual expenses); or replacements, upgrades or modifications to the KCOJ facility or KCOJ occupied portion of the facility. Examples of nonrecurring projects include, but are not limited to: new carpet or paint; replacement of the windows, roof, boiler or HVAC; or interior or mechanical renovations. Renovations involving exterior walls are Court of Justice Capital Construction Projects and must be authorized by the General Assembly and developed in accordance with AP Part X.

The AOC will reimburse the local government for the AOC portion of the Nonrecurring Project in the fourth quarter of the fiscal year, or earlier upon request and approval as set forth in these Policies. For Nonrecurring Projects that benefit the facility as a whole (e.g. windows, roof, boiler, HVAC, structural issues, mechanical renovations), the AOC portion is calculated based on the KCOJ's proportionate share of the operating expenses according to the pro rata portion of the floor space that is occupied by the KCOJ in a court facility. For Nonrecurring Projects that benefit *only* the KCOJ-occupied portion of the facility (e.g. moving a wall in the circuit clerk's office; new carpet or paint in the judicial suites), the AOC may agree to reimburse the local unit of government up to 100% of its costs associated with the Nonrecurring Project subject to the approval processes and documentation required by this Policy. If the Nonrecurring Project benefits only the portion of the facility occupied by the local government, the AOC will not reimburse the local government for any portion of the costs.

The process for obtaining pre-approval of a Nonrecurring Project is the same for both emergency and non-emergency situations. However, the AOC recognizes that some emergency circumstances may necessitate a modification in the Nonrecurring Project Request process. Emergency exemptions will be handled on a case by case basis and are addressed in more detail in Subsection C below.

**The local unit of government should follow its procurement policies in the procurement of any goods or services for the court facility. Additionally, the following requirements must be met in order for the local government to qualify for reimbursement from the AOC of expenses associated with a Nonrecurring Project:**

### A. INITIATING A NONRECURRING PROJECT REQUEST

Prior to submitting a Nonrecurring Project Request to the AOC, the local government should begin by obtaining at least one (1) quote for the necessary work from a qualified contractor or vendor. If the quote is for a repair costing less than \$2,500, including both the cost of necessary parts and the labor to install all parts, the local government does not need to obtain prior approval and may proceed with the work. The repair will be included in Operating Expenses and the estimated Operating Expenses for the Fiscal Year will be adjusted accordingly during the annual AOC audit. The quote and all related paperwork should be maintained by the local government for auditing purposes, however, there is no need to submit it to the AOC Division of Facilities.

If the quote received by the local government totals \$2,500 or more for a repair, including all necessary parts and labor, or if the quote is for a replacement, modification, upgrade or renovation of the court facility, the local government must obtain approval of the AOC prior to entering into a contract for services or proceeding with the work. Approval may be requested by submitting the Work Order Request form to the AOC Division of Facilities.

If the quote received by the local government totals \$5,000 or more, including all necessary parts and labor, the local government is required to obtain two (2) additional quotes for the same scope of work as the original quote. Once the local government has received three (3) quotes, the next step is to submit the Nonrecurring Project Request to the AOC Division of Facilities. If the local government is having difficulty finding three (3) contractors or vendors willing to provide a free quote for the necessary repair or replacement services, contact the Manager of the Division of Court Facilities to discuss possible resolutions to the issue. If the local government's procurement policies require a Request for Bids to be issued, the local government should issue the RFB in lieu of obtaining quotes.

### **Vendor and Contractor Quotes**

Quotes should be in writing and contain the following information:

- Name and contact information of contractor or vendor
- Detailed description of the proposed scope of work
- Expenses related to parts and labor, and if applicable, travel, listed separately
- Parts information should be specific and include identifying information, such as the manufacturer and model or part number

Failure to provide a detailed quote with the above information could result in the quote being disqualified by the AOC.

### **B. SUBMITTING A REQUEST**

All requests for pre-approval of a Nonrecurring Project begin with an email to the AOC Division of Facilities Administrative Support Coordinator at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net). The request should contain the following information:

- Local government name
- Requestor's name, title, and contact information
- Facility name (*Example: Franklin County Courthouse*)
- Facility address
- Location of the requested repair, replacement, renovation within the Facility. (*Example: 3<sup>rd</sup> Floor, Pretrial Office*)
- Name of a Facility Contact familiar with the repair, replacement or renovation request (*Typically this will be the local government's maintenance or janitorial staff assigned to the Facility*)
- Email and phone number for the Facility Contact
- Identify whether the Nonrecurring Project Request is related to an emergency (*Example: flooded basement, loss of power, etc. See Subsection C below for more information about emergencies*) or an urgent situation (*Example: malfunctioning HVAC system*)
- Description of the Nonrecurring Project Request, including any pertinent background information
- If the Nonrecurring Project Request involves an HVAC system, please note whether the local government has an HVAC preventative maintenance contract. If there is a valid preventative maintenance contract, list the name and contact information of the service provider.
- List the totals of each quote obtained and the name of the business providing the quote
- Note the estimated amount of time the repair, replacement or addition is expected to take
- Identify the anticipated start and completion date
- Attach all three (3) quotes to the email
- Identify the vendor or contractor the local government prefers to select. If the preferred contractor or vendor is not the lowest quote submitted, provide an explanation as to why the local government prefers to work with that vendor or contractor. So long as the quote provided by the preferred vendor is close in price to the other two (2) quotes, the AOC will honor the local government's preference whenever feasible.

The AOC Division of Facilities will review the submitted request and provide a written response via email. For some requests, a Facilities Coordinator may need to follow-up with a phone call or site visit to review the requested repair, replacement, or renovation. In those instances, the Division of Facilities will notify the local government that a decision on the submitted request will be delayed until all necessary inspections and reviews have been completed.

If the submitted request involves an urgent situation, the AOC Division of Facilities will make every effort to contact the local government the same day the request is submitted. If the local government has not heard from the AOC Division of Facilities within 24 hours of an emergency related submittal, call the Manager of the AOC Division of Facilities to discuss the request. If the submitted request involves an emergency, please see Subsection C below.

### **C. EMERGENCY REPAIRS**

If an emergency occurs in a court facility that prevents the normal function of judiciary business, call the Manager of the Division of Facilities to obtain immediate authorization for mitigation, repair or replacement expenses. If the Manager is not available, refer to the Division of Facilities Contact Information in *Section 1: Introduction and Contact Information* of these Procedures to contact another employee of the AOC Division of Facilities. To receive reimbursement for expenses related to an emergency, following the process outlined in Subsection E below.

### **D. APPROVAL OF A NONRECURRING PROJECT REQUEST**

If the AOC Division of Facilities approves a Nonrecurring Project Request, it will notify the local government Judge Executive or Mayor, the local government Treasurer or Financial Officer, and the person who submitted the request via email. Attached to the email will be a written approval letter signed by the Manager of the Division of Facilities detailing the scope of the Nonrecurring Project, the name of the approved vendor or service provider, approved project cost based on the provided quote, percentage of AOC reimbursement based on KCOJ occupancy, Fiscal Year in which the project is committed, required start and completion deadlines, and the name of the Facilities Coordinator assigned to the nonrecurring project.

If the local government agrees to the terms of the approval letter, the letter must be signed, dated, and emailed back to the AOC Division of Facilities prior to beginning work on the nonrecurring project. If the local government has any questions or concerns about the details contained in the letter, contact the Manager of the Division of Facilities to discuss the matter before returning the letter.

### **E. REIMBURSEMENT OF AN APPROVED NONRECURRING PROJECT**

Upon completion of the pre-approved Nonrecurring project, the local government should submit the following to the AOC Division of Facilities Administrative Support Coordinator via email at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net):

- Invoice from contractor or vendor detailing completed work. If there are any substantial changes in the completed work versus the proposed work, it should be noted clearly on the invoice.
- Copy of cancelled check showing local government issued payment to the approved contractor or vendor.

Upon receipt of invoice and proof of payment, the Division of Facilities will submit all the necessary paperwork to the AOC Budget Office for processing. A reimbursement check for the Nonrecurring Project expense should be issued within 60 days.

### **F. DENIAL OF A NONRECURRING PROJECT REQUEST**

The AOC Division of Facilities has a limited budget to address statewide repair, replacement and renovation issues and requests. Our goal is to ensure the most urgent and necessary needs are

prioritized over cosmetic upgrades. If a request is denied, the Division of Facilities will, when possible, provide a recommendation for when the Nonrecurring Project Request may be resubmitted for consideration. Providing ample advance notice for Nonrecurring Project Requests allows the Division of Facilities to efficiently allocate our resources. All local governments are encouraged to provide advanced notice when making a non-emergency or non-urgent request. Advance notice is crucial for larger projects, as explained in Subsection G below, which could require 1-2 years of Budget Planning.

**G. PLANNING FOR NONRECURRING PROJECTS**

The AOC Division of Facilities receives numerous Nonrecurring Project Requests every Fiscal Year. In the Appendix is a Nonrecurring Project Request Planning Tool, which is intended to help both the AOC and the local government plan for small and large nonrecurring projects. Local governments can submit a planning tool to the AOC Division of Facilities at any point during the Fiscal Year, however, local government units will be asked to submit one every April. The submission is merely a planning tool and not an official request for funds. Unless the local government has been advised otherwise in writing, all Nonrecurring Projects must be officially requested according to the procedures outlined in this *Section 56 Nonrecurring Project Requests*. Below is guideline for how long the budgeting process might take for Nonrecurring Project Requests based on total project price.

<b>Total Nonrecurring Project Cost</b>	<b>Ideal Advance Notice Timeframe</b>
\$1000-\$99,999	0-6 months
\$100,000-\$299,999	6 months – 1 year
\$300,000-\$599,000	1-2 years
\$600,000 +	2+ years ( <i>will require Legislative approval</i> )

If the local government has any questions regarding the planning process for Nonrecurring Project Requests it should contact the Manager of the Division of Facilities to discuss the process and seek advice.



## ADMINISTRATIVE OFFICE OF THE COURTS POLICIES FOR THE OPERATION AND MAINTENANCE OF COURT FACILITIES

### CHECKLIST: Contracting with Service Providers

Updated February 2018

- Obtain at least three (3) proposals prior to awarding a service provider contract, or issue a solicitation if required by the local unit of government's procurement policies.
- Review proposals to ensure all the required information is included, including proof the service provider is bonded **and** maintains a General Liability Insurance policy with a minimum of \$25,000 in coverage for Property Damage.
- Submit all service provider proposals to the AOC for review and approval.
- Receive written approval from the AOC to contract with its selected service provider.
- Check to ensure selected service provider has provided the name, social security number, address, and date of birth for each person proposed to work in the court facility as part of the service contract.
- Submit the required information for proposed personnel of the selected service provider to the Division of Facilities Administrative Support Specialist via email to [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net) for an AOC *Criminal History Record Check*

Do not begin work until the AOC Division of Facilities has provided written notice the proposed personnel have passed the record check.

- Chief Circuit Judge or designee agrees to the proposed regular janitorial or maintenance schedule and how special areas of the court facility will be accessed.
- Circuit Judge or designee has been provided with the names of all service provider personnel that will have access to the court facility.
- Service provider signs a contract with the local government that includes the following:
  - Names of individuals accessing the Facility to provide services
  - Type and scope of services to be provided
  - How often services will be provided
  - Rate of pay for the services provided
  - Start date and end date for the contract

- Email a copy of the completed and signed contract to the Division of Facilities Administrative Support Coordinator at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net).





## ADMINISTRATIVE OFFICE OF THE COURTS POLICIES FOR THE OPERATION AND MAINTENANCE OF COURT FACILITIES

### CHECKLIST: Work Project Request

Updated February 2018

For Repairs, Replacements, or Renovations totaling **\$2,500 or more**, including all necessary parts and labor, the following steps should be taken to obtain pre-approval of the Work and receive reimbursement for the expense:

#### SUBMITTING A REQUEST

- Prior to submitting the request to the AOC for review and approval: Solicit at least 3 quotes to perform the same scope of work for the proposed Work. If the estimated cost of the Work would require the local unit of government to issue a solicitation pursuant to its procurement guidelines, the local unit of government must contact the AOC for approval prior to issuing the solicitation.

*EXECPTION:* HVAC related requests will only require 1 quote if the following 3 requirements are met: **(1)** County has an HVAC preventative maintenance contract on file with the AOC Division of Facilities, **and (2)** Written quote is provided by the preventative maintenance service provider, **and (3)** Written quote is for between \$2,500-\$4999.

- Submit an email request containing the following information to the Division of Facilities Administrative Support Specialist at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net):
  - County name
  - Requestor's name, title, and contact information
  - Facility name (*Example: Franklin County Courthouse*)
  - Facility address
  - Location of the requested repair, replacement, renovation within the Facility (*Example: 3<sup>rd</sup> Floor, Pretrial Office*)
  - Name of a Facility Contact familiar with the repair, replacement or renovation request (*Typically this will be the county's maintenance or janitorial staff assigned to the Facility*)
  - Email and phone number for the Facility Contact
  - Identify whether the Work Order Request is related to an emergency situation (*Example: flooded basement, loss of power, destroyed equipment*)
  - Description of the Work Request, including any pertinent background information
  - If the Work involves an HVAC system, please note whether the county has an HVAC preventative maintenance contract. If there is a valid preventative maintenance contract, list the name and contact information of the service provider.

- List the totals of each quote obtained and the name of the business providing the quote
  - Note the estimated amount of time the repair, replacement or addition is expected to take
  - Anticipated start and stop date
  - Identify the vendor or contractor the county prefers to select. If the preferred contractor or vendor is not the lowest quote provided, provide an explanation as to why the county prefers to work with that vendor or contractor
- Attach all three (3) quotes to the email.
  - Upon receiving a written approval letter signed by the Manager of the Division of Facilities, accept the reimbursement offer by signing and dating the letter and returning it via email to the Division of Facilities Administrative Support Specialist at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net).
  - Begin work.

#### **REIMBURSEMENT OF NONRECURRING PROJECT**

Upon completion of the Work submit the following documents via email to the Division of Facilities Administrative Support Specialist at [FacilitiesRequest@kycourts.net](mailto:FacilitiesRequest@kycourts.net):

- Final invoice for Work reflecting all costs, including necessary parts and labor.
- Proof of payment issued by the local government to the vendor or contractor (*e.g. Copy of cancelled check*).

The AOC Budget Office should issue a reimbursement check to the county within 60 days.



**Administrative Office of the Courts**

**John D. Minton, Jr.**

1001 Vandalay Drive

**Laurie K. Dudgeon**

Chief Justice of Kentucky

Frankfort, Kentucky 40601

Director

**WORK ORDER REQUEST**

Date of Request: _____	County: _____
Requested by: _____	Title: _____
Email: _____	Phone: _____
Facility Name: _____	Address: _____
Location of Repair/Renovation: _____	
Local contact who will be coordinating repair/renovation: _____	
Email: _____	Phone: _____

Type of Request:     Emergency             Non-Emergency

Description of Repair/Renovation Request:

\_\_\_\_\_

\_\_\_\_\_

Is there a current preventative maintenance contract for items affected by this request? Yes \_\_\_ No \_\_\_

If yes, include name of service provider: \_\_\_\_\_ Phone: \_\_\_\_\_

Provide copy of signed contract with quote.

List in order of service provider preference, three (3) quotes, with itemized parts and labor, obtained for this request. Submit all quotes and this form to the AOC Department of Facilities to:

	<b>Name</b>	<b>Total Amount of Quote</b>
1.		
2.		
3.		

If preferred service provider is not the lowest quote, provide an explanation for selecting this provider.

\_\_\_\_\_

\_\_\_\_\_

Anticipated Start: Click or tap to enter a date.    Projected Completion: Click or tap to enter a date.

**FACILITY USE ONLY**

- Approved for AOC Reimbursement     Denied for AOC Reimbursement     CFF
- Non-Recurring Expense    Project # \_\_\_\_\_     Regular Operating Expense



# ADMINISTRATIVE OFFICE OF THE COURTS POLICIES FOR THE OPERATION AND MAINTENANCE OF COURT FACILITIES

## Planning Tool: Nonrecurring Project Requests

Updated February 2018

Please list below any Nonrecurring Project Requests anticipated to be submitted for approval in the next 6 months to 2 years.

### 1. PROJECT DESCRIPTION, INCLUDE ANY RELEVANT BACKGROUND INFORMATION:

ESTIMATED COST: \$

HAVE BIDS OR QUOTES BEEN OBTAINED?  NO  YES (If yes, please attach)

### 2. PROJECT DESCRIPTION, INCLUDE ANY RELEVANT BACKGROUND INFORMATION:

ESTIMATED COST: \$

HAVE BIDS OR QUOTES BEEN OBTAINED?  NO  YES (If yes, please attach)

*AOC acceptance of this document does not constitute prior written approval.*

Nonrecurring Project Planning Tool

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**3. PROJECT DESCRIPTION, INCLUDE ANY RELEVANT BACKGROUND INFORMATION:**

**ESTIMATED COST: \$**

**HAVE BIDS OR QUOTES BEEN OBTAINED?**     **NO**     **YES**    (If yes, please attach)

**4. PROJECT DESCRIPTION, INCLUDE ANY RELEVANT BACKGROUND INFORMATION:**

**ESTIMATED COST: \$**

**HAVE BIDS OR QUOTES BEEN OBTAINED?**     **NO**     **YES**    (If yes, please attach)

**5. PROJECT DESCRIPTION, INCLUDE ANY RELEVANT BACKGROUND INFORMATION:**

**ESTIMATED COST: \$**

**HAVE BIDS OR QUOTES BEEN OBTAINED?**     **NO**     **YES**    (If yes, please attach)