

**STANDARD LEASE AGREEMENT FOR
COUNTY DEPARTMENTS OF HUMAN SERVICES**

Bureau of Building, Grounds and Real Property Management

RPM-5A

RPM Lease Number: _____

PPRB Approval Date: _____

This Lease Agreement is entered into on this the ____ day of _____, _____, (which is on or after the date the Public Procurement Review Board approved this Lease) by and between the Board of Supervisors of _____ County, Mississippi (hereinafter referred to as "Lessor"), and The Mississippi Department of Human Services, whose address is 200 South Lamar Street Jackson, Mississippi 39201, (hereinafter referred to as "Lessee"). The terms "Lessor" and "Lessee" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties.

WITNESSETH

FOR AND IN CONSIDERATION of the rental, covenants and conditions hereinafter stipulated to be paid and performed by Lessee, Lessor does hereby demise and let unto Lessee and Lessee does hereby accept and let from the Lessor, premises for the purposes of conducting the business activities of the Mississippi Department of Human Services the following described property situated in _____ [City/Town], County of _____, State of Mississippi, described as follows, to-wit:

_____ Square Feet at _____ [Physical Address
of the Property to be Leased] and as depicted on floor plan(s) or diagram(s) attached as Appendix ____ to this Lease.

SECTION 1. The Term of this Lease (defined for the purpose of this Lease as that period of time for which rent is to be paid) shall be for _____ [Enter Number] Years, _____ [Enter Number] Months, and _____ [Enter Number] Days commencing on the ____ day of _____, _____, and ending at 12:00 midnight on the ____ day of _____, _____. The Lessor agrees that should the above described space not be prepared for occupancy per the specifications agreed between Lessor and Lessee by the first day of the Term of this Lease, the rent will be prorated accordingly, or the Lease may be voided at the option of the Lessee.

SECTION 2. The Lessor is obligated to provide the Lessee adequate and habitable office space pursuant to Miss. Code Ann. §§ 43-1-9 and 43-1-11. The Lessee is authorized, but not required, to enter a lease with the Lessor pursuant to subsection (4) of Miss. Code Ann. §§ 43-1-9 to maximize the availability of federal funds and pay the Federal Share of the cost of said office space at fair market rates. The Lessee shall determine the allowable federal reimbursement rate on the Building Fact Sheet and the Lease Summary Worksheet completed for each Federal Fiscal Year (FFY), which runs from October 1 through September 30. Immediately upon execution by the parties, and without any further action by the Public Procurement Review Board, the Building Fact Sheet and the Lease Summary Worksheet are incorporated into this Lease as if fully restated herein:

FFY 1 Building Fact Sheet attached hereto as Appendix _____
FFY 1 Lease Summary Workbook attached hereto as Appendix _____

FFY 2 Building Fact Sheet attached hereto as Appendix _____
FFY 2 Lease Summary Workbook attached hereto as Appendix _____

FFY 3 Building Fact Sheet attached hereto as Appendix _____
FFY 3 Lease Summary Workbook attached hereto as Appendix _____

FFY 4 Building Fact Sheet attached hereto as Appendix _____
FFY 4 Lease Summary Workbook attached hereto as Appendix _____

FFY 5 Building Fact Sheet attached hereto as Appendix _____
FFY 5 Lease Summary Workbook attached hereto as Appendix _____

(In the event of a 5 year lease which does not run on the Federal Fiscal Year)

FFY 6 Building Fact Sheet attached hereto as Appendix _____
FFY 6 Lease Summary Workbook attached hereto as Appendix _____

It is understood and agreed that the Lessee will remit payment for the fair market value of \$ _____ psf prorated at 300 square feet per position assigned to the facility unless otherwise justified through a memorandum for record attached as Appendix ____ to this lease.

SECTION 3. Reserved.

SECTION 4. The Lessor shall provide electricity, water, gas, janitorial services and supplies, and all other public utilities of every nature, kind and description which are necessary for the efficient conduct of business as determined by the Lessee. The Federal Share of these utilities shall be paid by the Lessee as calculated in the Building Fact Sheet and Lease Summary Worksheet for the relevant time period. Lessee shall not pay to Lessor any amounts in addition to those in the Building Fact Sheet and Lease Summary Worksheet. The Lessee will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed. In no instance shall Lessee be responsible for additional charges for utility usage of Building Amenity Areas or Building Service Areas.

SECTION 5. The Lessor shall be responsible for maintenance and repair of the building which is necessary for the efficient conduct of business. Lessee shall make no payments whatsoever for any such maintenance and repair. The Lessee will, at all times, take good and ordinary care and precaution for the preservation of the demised premises. Lessor shall respond to any request regarding maintenance by the Lessee within three business days and shall complete any such maintenance within 60 calendar days. Lessor shall also endeavor to conduct any maintenance or repair activities in the manner that is least disruptive to the efficient conduct of Lessee's business.

SECTION 6. The Lessor shall pay, during the term of this Lease, all state, county and city ad valorem taxes and special assessments assessed against the property herein demised excluding any such taxes as may be assessed against the Lessee's fixtures and equipment used in said demised premises.

SECTION 7. The Lessee shall not be responsible for any increased costs incurred by the Lessor during the term of the Lease. Escalation and Expense Stop provisions are prohibited from inclusion in the Lease.

SECTION 8. Any notice required to be given by either party to the other party under the terms of this Lease shall be served upon such party by United States Certified Mail, as follows:

To Lessor: _____

To Lessee: Director of Administrative Services
Mississippi Department of Human Services
200 South Lamar Street
Jackson, MS 39201

SECTION 9. It is expressly understood and agreed that the Lessee's payment as described herein is conditional on the receipt of Federal funds, and in the event of a discontinuance or decrease in Federal funds, the Lessee's obligation for the payment shall be diminished in proportion to the decrease of Federal funds without penalty or interest or the Lease may be terminated by Lessee. The Lessee shall notify the Lessor at the earliest reasonable opportunity of the discontinuance or decrease in Federal funds.

SECTION 10. Reserved.

SECTION 11. Reserved.

SECTION 12. Reserved.

SECTION 13. At the expiration of the tenancy hereby created and any extended term thereof, Lessee shall make every reasonable effort to surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted.

SECTION 14. The Lessor covenants to keep and maintain, at Lessor's expense and with minimal disruption to the Lessee, said demised premises and facilities in a state of tenantable repair during the term of the Lease. Lessor shall not be called upon to make any such repairs occasioned by the acts of negligence of the Lessee, its agents, patrons, or employees, except where covered under Lessor's fire and extended coverage insurance.

Lessor shall be responsible for moving and/or protecting tenant furniture and equipment as required to maintain space in tenantable condition. Tenantable condition shall be defined below for the following components and systems:

(1) Flooring:

- a. Carpet – Carpeted areas shall be in good condition, free from stains, pulls, fraying. Throughout the term of this Lease, all carpet shall be replaced on a schedule consistent with respective industry best practice.
- b. Resilient – Vinyl Composition Tile, Luxury Vinyl Tile or similar resilient tile / plank floors shall be in good condition, free from scratches, chips, blemishes. Throughout the term of the Lease, all resilient flooring shall be replaced on a schedule consistent with respective industry best practice.
- c. Other – Wood, Stone, Terrazzo, Ceramic, Porcelain and other similarly durable flooring shall be in good condition, sound, free from scratches, chips and other damage with any re-finishing, re-sealing, or re-grouting completed prior to start of lease. Throughout the term of the Lease, all such flooring shall be re-finished, re-sealed, or re-grouted on a schedule consistent with respective industry best practice.

(2) Walls:

- a. Painted – Painted drywall or plaster walls and partitions shall be in good condition, free from stains, fading, dents, and holes. Throughout the term of the Lease, all painted drywall / plaster walls shall be re-painted on a schedule consistent with respective industry best practice. Painting of walls shall include any / all applicable base, door frames / trim, window frames / trim, casing, crown, wainscot and other such trim components.
- b. Wall Covering – Wall coverings shall be in good condition, free from stains, scratches, peeling, and holes. Throughout the term of the Lease, all wall coverings shall be replaced (or removed with walls painted) on a schedule consistent with respective industry best practices.

(3) Ceilings:

- a. Lay-In Acoustical Ceilings – LAT ceilings shall be in good condition, free from warped, yellowed, stained, or otherwise damaged ceiling tiles in properly suspended and supported grid. Ceiling tiles which are in poor condition shall be replaced with tiles matching existing tiles. Throughout the term of the Lease, all tiles which become damaged over the lease term shall be replaced on at least an annual basis.
- b. Painted – Painted drywall or plaster ceilings shall be in good condition, free from stains, fading, dents, and holes. Throughout the term of the Lease, all painted drywall / plaster walls shall be re-painted on a schedule consistent with respective industry best practices.

(4) Building Envelope:

- a. Roof – Roof(s) shall be in good condition, free from leaks, and properly sloped to drains and shall be maintained in such condition throughout the term of the Lease. All flat roofs shall be maintained, repaired, replaced and/or restored on a schedule consistent with respective industry best practices throughout the term of the Lease.
- b. Exterior Walls – Surfaces shall be in good condition, free from cracks, mold, and mildew, water-tight and shall be maintained in such condition throughout the term of the Lease. All painted surfaces shall be re-painted on a schedule consistent with respective industry best practices throughout the term of the Lease. Painting of exterior walls shall include any/all applicable exterior doors, door frames / trim, window frames / trim, soffits, and other such trim components and appurtenances.
- c. Joints – All sealant and caulk joints shall be in good condition, free from voids and gaps, water-tight and shall be maintained in such condition throughout the term of the Lease.
- d. Windows & Doors – All exterior openings shall be in good condition, free from cracked or damaged glass, water-tight and shall be maintained in such condition throughout the term of the Lease. Integrity of sealed insulated and/or coated glazing units shall be maintained throughout the term of the Lease with units that fail during the course of the Lease promptly removed and replace with units matching existing. Window & door hardware, weather-stripping, and related components shall be sound, secure, and properly maintained to provide for proper operation of same and to ensure both water-tightness and security of building.

(5) Plumbing:

- a. General – All existing plumbing and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Plumbing Code and Energy Code.
- b. Fixture Quantity – Toilets, urinals, lavatories and drinking fountains shall be included in quantities complying with applicable provisions of the Plumbing Code.
- c. Fixture Condition – Toilets, lavatories / vanities and drinking fountains shall be in good working condition, free from cracks, leaks or other damage and shall be maintained in such condition throughout the term of the Lease.
- d. Hot Water Boiler(s) – Equipment shall be in good operational condition, comply with all applicable codes. Equipment shall be maintained in such condition throughout the term of the Lease. Any/all equipment which reaches median service life during the term of the Lease shall be carefully reviewed to determine remaining reliable life and shall be replaced by Lessor when equipment becomes unreliable or highly inefficient at no additional cost to the Lessee.

(6) HVAC:

- a. General – HVAC system shall be capable of maintaining temperature within a range of 68 to 78 degrees and humidity within a range 30% to 60%. Indoor Air Quality shall be maintained at all times and in accordance with ASHRAE 62.1 *Ventilation for Acceptable Indoor Air Quality*.

- b. HVAC Equipment – Major equipment and components including air conditioners, heat pumps, chillers, cooling towers, boilers, VAV boxes, fans, coils, pumps, motors, starters and controls shall be in good operational condition, comply with all applicable codes. Equipment shall be maintained in such condition, including filter replacement, lubrication, provision of chemicals and other required servicing on a regularly scheduled basis, throughout the term of the Lease. Any/all equipment which reaches median service life during the lease term shall be carefully reviewed to determine remaining reliable life and shall be replaced by Lessor when equipment becomes unreliable or highly inefficient at no additional cost to the Lessee.
- c. Air Quality – Should, at any time during the term of the Lease, hazardous material, chemical, or odor be discovered in the leased building in any amounts determined by the Mississippi Department of Environmental Quality to be unacceptable, the Lessor will have sixty (60) days from the date of written notice by the Lessee to satisfactorily dispose of the hazardous material, chemical, or odor or the Lessee may terminate the Lease at any time after such period with no penalty to the Lessee. The Rent shall be reduced on a prorated basis for any period where Lessee must vacate all or portions of the Rentable Area due to existence of such hazardous condition.

(7) Electrical:

- a. General – All existing electrical and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Electrical Code and Energy Code.
- b. Lighting – Fixtures shall be in good operational condition, comply with all applicable codes and shall be maintained in such condition, including ballast, starter, and bulb replacement and other required servicing on a regularly scheduled basis, throughout the term of the Lease.

(8) Elevator, Fire Alarm, Fire Suppression, Security, Access Control:

- a. General – All existing and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Electrical Code and Energy Code.
- b. Equipment – Any/all such equipment and systems shall be in good operational condition, comply with all applicable codes and shall be maintained in such condition, including any required servicing on a regularly scheduled basis, throughout the term of the Lease. Lessor shall comply with any/all applicable inspection requirements by authorities having jurisdiction and furnish copies of any/all inspection reports promptly to Lessee.

(9) Security:

- a. Doors – Lessor shall be responsible for provision and maintenance of lockable and secure doors to building and tenant spaces.
- b. Lighting – Lessor shall be responsible for provision and maintenance of appropriately lighted lobbies, common areas, exterior and parking areas free from dimly lit areas of potential concealment.
- c. Safe Environment – Lessor shall be responsible for taking all reasonable steps to prevent loitering, vagrancy or other criminal activity on the premises including, but not limited to promptly reporting all such activity to local law enforcement.

- (10) Grounds:** Ground, pavement, and other surfaces directly adjacent to building shall slope away from building to prevent water intrusion. Grade level and sub-grade storm water management features and infrastructure shall be adequate and properly maintained to prevent water intrusion. Lawns, trees, shrubs, landscaped beds, pavements and sidewalks where applicable shall be maintained in good condition throughout the term of the Lease.

SECTION 15. Should the leased building be totally or substantially destroyed by fire, the elements or otherwise, so as to render the demised building untenable, either party shall have the option to cancel the remaining portion of this Lease or of any extended term or period thereof. Lessee shall have no obligation to make any payments of any nature so long as the leased building is untenable. Lessor may offer comparable space under the same terms and conditions as this Lease, subject to Lessee’s approval, which will not be unreasonably withheld, and approval by the Federal agency administering relevant Federal funds.

SECTION 16. Reserved.

SECTION 17. Lessor covenants that the Lessee, on paying the rent herein determined, and performing the covenants and agreements hereof, shall peaceably have, hold and enjoy the Rentable Area and all rights, easements and privileges belonging or anywise pertaining thereto, during the term of the Lease. The Lessee shall have reasonable expectation of quiet enjoyment of premises. Periodic minimal disruptions in order for Lessor to perform maintenance required to keep premises in tenantable condition are anticipated and generally acceptable to Lessee; however, excessive, repetitive or prolonged disruptions are unacceptable.

SECTION 18. Lessor will provide parking area(s) sufficient for the operation of Lessee on the leased premises, without additional cost to Lessee. Lessor will maintain such parking area(s) throughout the term of the Lease in a serviceable condition.

SECTION 19. Reserved.

SECTION 20. Reserved.

SECTION 21. This Lease will not become valid and binding until approved in writing by the Department of Finance and Administration acting through the Real Property Division of the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board.

SECTION 22. It shall be the sole responsibility of the Lessor to provide and maintain a space that is fully compliant with any/all codes, regulations and other Federal, State and Local requirements. Applicable requirements include, but are not necessarily limited to the following:

- (1) Building Code
- (2) Fire Code
- (3) Plumbing Code (including provisions relating to minimum number of fixtures)
- (4) Mechanical Code
- (5) Electrical Code
- (6) Mississippi Conveyance Safety Act
- (7) Energy Code
- (8) Zoning Regulations
- (9) Environmental Regulations
- (10) ADA (as applicable to both occupants and visitors)
- (11) Antiquities Law – If proposed space involves any alteration to a National Landmark, Mississippi Landmark or potentially eligible property, obtaining of any required approvals as well as any mitigation must be included at no additional cost to the Lessee. The Lessor, at its sole cost and expense, shall retain the services of a preservation architect who meets or exceeds the Secretary of the Interior’s Professional Qualifications Standards for Historic Architecture as amended and annotated and previously published in the Code of Federal Regulations, 36 CFR part 61 if proposal includes modifications to any such property.

SECTION 23. The Lessor or Lessors herein warrant that this Lease is not made in violation of Section 25-4-105 *Certain actions, activities and business relationships prohibited or authorized; contracts in violation of section voidable; penalties* of the Mississippi Code of 1972, annotated. Should it be determined during the term of this Lease that it is in violation of Section 25-4-105, either party may terminate this Lease with no less than a written thirty (30) day notice with no penalty.

SECTION 24. The Lessee and Lessor may terminate this Lease, upon mutual agreement. The Lessee and Lessor shall agree in writing as to the said termination, specifying the part of the Lease terminated and when the termination becomes effective, with notification to the Real Property Management Division Director of the Department of Finance and Administration’s Bureau of Building, Grounds and Real Property Management. This Section does not affect the Sections herein that pertain to default and/or failure to comply with Lease provisions and pertains only to cancellation and/or termination of Lease, upon mutual agreement of the parties.

SECTION 25. The Lessor agrees to accept payment via the State of Mississippi’s electronic and remittance vehicle. The Lessee agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Section 31-7-301, *et seq.* of the Mississippi Code of 1972, Annotated, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. Payments using the Statewide Accounting System shall be made and remittance information provided electronically as directed by the Lessee. These payments shall be deposited into the bank account of the Lessor’s choice. The Lessee may, at its sole discretion, require the Lessor to submit invoices and supporting documentation electronically at any time during the initial term and any/all subsequent renewals or extensions. The Lessor understands and agrees that the Lessee is exempt from the payment of taxes. All payments shall be in United States currency.

SECTION 26. Reserved.

SECTION 27. The Lease shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Lessor shall comply with applicable federal, state, and local laws and regulations.

SECTION 28. The Lessor shall not assign, sub-contract or otherwise delegate in whole or in part, its right or obligations under this Lease except to any entity responsible for the provision of space for the County Department of Human Services as required by Miss. Code Ann. § 43-1-9 and 43-1-11. Subject to the foregoing, this Lease shall be binding upon the respective successors and assigns of the parties.

SECTION 29. The Lessor understands that the Lessee is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Lessor agrees during the initial term and any/all subsequent renewals or extensions that the Lessor will strictly adhere to this policy in its employment practices and provision of services. The Lessor shall comply

with, and all activities under this Lease shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SECTION 30. This Lease, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” codified as Section 25-61-1 *et seq.*, Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated. In addition, this Lease is subject to provisions of the Mississippi Accountability and Transparency Act of 2008, codified as Section 27-104-151 of the Mississippi Code Annotated. Unless exempted from disclosure due to a court-issued protective order, this Lease is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the Lease to the website, any information identified by the Lessor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this agreement shall be posted to the State of Mississippi’s accountability website at: <http://www.transparency.mississippi.gov>.

SECTION 31. If applicable, the Lessor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Lessor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Lessor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Lessor to the following: (1) termination of this Lease and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Lessor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both. In the event of such cancellation/termination, the Lessor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

SECTION 32. This Lease may be modified, altered or changed only by written agreement of both parties subject to approval by the Public Procurement Review Board. The parties agree to renegotiate the Lease if federal, state and/or any applicable laws or regulations make changes in this Lease necessary.

SECTION 33. The Lease shall be governed by the applicable provisions of the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management *Leasing Manual* as adopted by the Public Procurement Review Board, a copy of which is available at 501 North West Street, Suite 1401, Jackson, MS 39201 for inspection or downloadable at www.dfa.ms.gov.

SECTION 34. The Lessor represents that it has not retained a person to solicit or secure a Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Lessor’s proposal.

SECTION 35. The Lessor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities as set forth in Section 700.5 *Gratuities* of the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management *Leasing Manual*.

SECTION 36. Reserved.

SECTION 37. This Lease represents the Entire Agreement between the parties hereto and supersedes any and all negotiations, representations or previous agreements relevant to the leased premises described herein, irrespective of whether written or oral.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Lease Agreement has been duly executed in duplicate originals on the date hereinbefore set forth.

_____ COUNTY BOARD OF SUPERVISORS,
LESSOR

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES,
LESSEE

By: _____

By: _____

Title: _____

Title: _____

LESSEE'S ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF _____

On this the ____ day of _____, _____, before me the undersigned Notary, personally appeared _____, who acknowledged himself/herself to be the _____ of the Mississippi Department of Human Services, for and on behalf of the State of Mississippi, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires _____

LESSOR'S ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF _____

On this the ____ day of _____, _____, before me the undersigned Notary, personally appeared _____, who acknowledged himself/herself to be the _____ of _____ County Board of Supervisors, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires _____