

**ORDER: APPROVE LEASE AGREEMENT WITH MISSISSIPPI DEPARTMENT OF
EDUCATION FOR OFFICE SPACE AT 1301 MONROE AVENUE**

Motion was made by Kevin Frye, duly seconded by Chad McLarty, to approve lease agreement with Mississippi Department of Education for office space at 1301 Monroe Avenue.


The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes
Supervisor Jeff Busby, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 19th day of August, 2019.



Jeff Busby, President
Board of Supervisors



Sherry Wall, Clerical Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of September 1, 2019, by and between Lafayette County, Mississippi (the "County") and the Mississippi Department of Education (the "Department").

WITNESSETH:

WHEREAS, the County is the owner of a building located at 1301 Madison Avenue, Oxford, Mississippi (the "facility"); and

WHEREAS, the Department has heretofore expressed its desire to locate the office of the Northern District Supervisor of the Office of Compulsory School Attendance Enforcement, an employee of the Department, to said facility; and

WHEREAS, the County has determined that it has available office space at said facility which would be suitable for use by the Office of Compulsory School Attendance Enforcement to provide office space for its Northern District Supervisor, and has therefore agreed to lease a certain portion of the facility to the Department for that purpose only, finding that the provision of office space for the use and convenience of the Department for that purpose would foster and promote the health, safety and welfare of the Lafayette County and City of Oxford communities and the school age children of said communities, in particular.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings herein expressed and the mutual benefit to be realized by the parties pursuant hereto, the County and the Department agree as follows:

ARTICLE I REPRESENTATIONS

SECTION 1.1 Representations of the County. The County represents and warrants, as applicable, that:

- a. The County is authorized by the laws of the State of Mississippi to own and lease the described facility and to enter into this Lease and the transactions contemplated herein and to carry out its obligations hereunder, and has been duly authorized to execute, deliver and perform this Lease, and will do or cause to be done all things necessary to preserve and keep this Lease in full force and effect subject to the conditions herein.
- b. Neither the nature of the County, nor any of its activities or properties, nor any relationship between the County and any other person, is such as to require a consent, approval or authorization of, or filing, registration or qualification with, any governmental body on the part of the County in

connection with the execution, delivery and performance of this Lease.

- c. The Lease, when executed and delivered, will constitute legal, valid and binding obligations of the County enforceable in accordance with its terms and provisions.
- d. There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of the County threatened, against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by this Lease which, in any way, would adversely affect the validity or enforceability of this Lease, or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby.

SECTION 1.2 Representations of the Department with Respect to this Lease. The Department represents and warrants that:

- a. The Department is a governmental entity of the State of Mississippi and duly organized and existing under the laws of the State of Mississippi and has authority to enter into this Lease and by proper action has duly authorized the execution and delivery of this Lease.
- b. There are no proceedings pending, or to the knowledge of the Department threatened, against or affecting the Department in any court or before any governmental authority or arbitration board or tribunal which could reasonably be expected to materially and adversely affect the ability of the Department to perform its obligations under this Lease.
- c. The execution and delivery by the Department of this Lease and compliance by the Department with all of the provisions hereof and thereof:
 - i. are within the power of the Department;
 - ii. will not conflict with or result in any breach of any of the provisions of, or constitute a default under, or result in the creation of any Lien upon any property of the County or Department under the provisions of, any agreement, charter document or other

instrument to which the Department is a party or by which it may be bound; and

- iii. have been duly authorized by all necessary action on the part of the Department.
- d. This Lease constitutes a legal, valid, and binding obligation of the Department enforceable in accordance with its terms and provisions.

ARTICLE II

LEASE OF DESCRIBED PROPERTY; RENTAL PROVISIONS; TERMINATION

SECTION 2.1 Demise of Described Property. In accordance with the provisions of this Lease, the County agrees to and does hereby lease and hire to the Department, and the Department agrees to, and does hereby lease, take and hire from the County, the office space within said facility as determined by the County Administrator. (the "leased premises"). The County reserves, through the office of the County Administrator, the right and discretion to determine the nature and extent of the space to be allocated to the Department under this agreement.

SECTION 2.2 Term. The Initial Term of this Lease shall commence on September 1, 2019 and shall terminate at midnight on August 30, 2020, unless terminated prior to that date pursuant to other provisions of this Lease. Upon the mutual agreement of the County and Department, the parties may renew the lease for additional one year terms.

SECTION 2.4 Termination. It is agreed that subject to the terms of this Lease, either party may terminate this Lease upon written notice, which termination will become effective ninety (90) days after receipt of notice by the other party.

SECTION 2.5 Use of Leased Premises. It is agreed that the Department may use the dedicated leased area for the exclusive use of the Northern District Supervisor of the Office of Compulsory School Attendance Enforcement, Mississippi Department of Education. It is agreed that the Department will be solely responsible for the costs associated with any remodeling and furnishing of the leased premises deemed necessary by the Department for the purposes described herein.

SECTION 2.6 Delivery at End of Lease. On the expiration of this Lease, or any renewal hereof, Lessee's access to the leased premises will cease.

ARTICLE III

SPECIAL COVENANTS

SECTION 3.1 Mutual Covenants. The parties agree that neither is the agent nor principal of the other with regard to the lease and operation of the subject premises and acknowledge,

therefore, that neither shall be liable for any claim asserted by or on behalf of any person, firm or corporation arising out of the use or operation of the leased premises, including specifically Federal and State laws, rules and regulations, for the other's use, conduct or management of, or from any work or thing done by the other in connection with the operation of the leased premises during the Lease Term, including:

- a. any condition, omission, act of negligence and use of the leased premises not attributable to the that party,

The provisions of this Section shall survive the termination of this Lease.

SECTION 3.2 Maintenance of Premises. The County agrees to provide all maintenance, upkeep and cleaning services for the lease premises during the term of the lease.

SECTION 3.3 Statement of Non-Agency. The parties hereto agree and represent that the Department is not affiliated with nor is it a subdivision of the County and, further, the County plays no role in the manner in which the Department may use the leased premises or otherwise conduct the intended operations.

ARTICLE IV ASSIGNMENT OR SUBLEASE

SECTION 4.1 Assignment or Sublease. The Department may not assign this Lease, either directly or indirectly or by transfer of any interest therein, equitable transfer, or otherwise or enter into any sub-lease, without the prior written consent of the County.

ARTICLE V MISCELLANEOUS

SECTION 5.1 Notices. All notices, demands and requests which may or are required to be given by either party to the other or to the State shall be in writing, and each shall be deemed to have been properly given when served personally on an executive officer of the party to whom such notice is to be given, when sent by courier receipt requested, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, on the third (3rd) business day following deposit thereof, by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the states of the United States of America in a sealed envelope addressed as follows:

If intended for the County:

President
Lafayette County Board of Supervisors
300 North Lamar

P.O. Box 1240
Oxford, MS 38655

If intended for the Mississippi Department of Education:

_____, Mississippi 38____

with a copy to:

The Department and the County may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 5.2 Severability. If any clause, provision or section of this Lease be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

SECTION 5.3 Amendments. The County and the Department may enter into mutually acceptable amendments to this Lease.

SECTION 5.4 Effective Date; Counterparts. This Lease shall become effective upon its delivery. It may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.5 Third Party Beneficiaries. This Lease has been entered into by the County and the Department and no other person other than the foregoing County and their respective successors and assigns and the Department and its respective successors and assigns shall acquire or have any rights under or by virtue of this Agreement, except as otherwise expressly provided for herein.

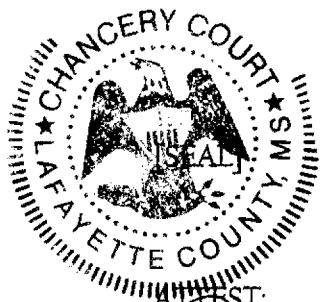
SECTION 5.6 Law Governing. This Lease shall be governed by and construed in accordance with the laws of the State of Mississippi.

SECTION 5.7 Binding Effect. This Lease shall inure to the benefit of the County and the Department, and their respective successors and assigns and shall be binding upon the County and the Department, and their respective successors and assigns.

SECTION 5.8 Headings. The headings of provisions of this Lease are inserted for convenience only and shall not be deemed to constitute a part of this Lease.

IN WITNESS WHEREOF, the County and the Department have caused this Lease to be executed in their respective names and with their respective seals to be hereunto affixed and

attested by their duly authorized officers, and the County and the Department have caused this Lease to be dated as of the date first above written, although actually executed on the dates specified in their respective acknowledgments hereto.



Lafayette County, Mississippi
(As Owner of the Leased Premises Site and Lessor)

BY: _____

Jeff Busby

TITLE: President

ATTEST:

By: _____

Sherry J. Wall

Title: Secretary

Mississippi Department of Education
(As Lessee)

[SEAL]

ATTEST:

BY: _____

TITLE: _____

By: _____

Title: Clerk

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named JEFF BUSBY and SHERRY J. WALL, who acknowledged to me that they are the President and Secretary, respectively, of the Lafayette County Board of Supervisors (the "County"), and that for and on behalf of the County, and as their act and deed, they signed, sealed and delivered the above and foregoing instrument on the day and in the year therein mentioned, being first duly authorized so to do by the Lafayette County Board of Supervisors.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, the ____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____ and _____, who acknowledged to me that they are the _____ and _____ respectively, of the Mississippi Department of Education and that for and on behalf of the Mississippi Department of Education and as its act and deed, they signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, after being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, the ____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: