

MADISON COUNTY WIN JOB CENTER  
 RE: 152 Watford Parkway Drive  
 Suite B  
 Canton, Mississippi

**SUBLEASE AGREEMENT**

This Sublease Agreement (the "Sublease"), is executed on this, the \_\_\_\_ day of \_\_\_\_\_, 2013, to be effective as of \_\_\_\_\_, 2013, by and between the **MADISON COUNTY BOARD OF SUPERVISORS** (the "Sublessee") and the **CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT** (the "Sublessor").

**THE PARTIES AGREE AS FOLLOWS:**

- Leased Premises:** Sublessor does hereby agree to sublease to Sublessee, and Sublessee does hereby agree to sublease from Sublessor, upon the terms and conditions set forth hereinbelow, approximately 10,258 square feet of space in that certain facility owned by the Madison County Economic Development Authority (the "Owner"), and leased by Sublessor, which premises is located at 152 Watford Parkway Drive, Canton, Madison County, Mississippi, and is more specifically described on Exhibit A attached hereto.
- Purpose and Possession:** The Sublessee intends to utilize the leased premises for the purpose of providing facilities for the agencies listed below.

<b>Partner Agencies</b>	<b>Services Provided</b>	<b>Space Usage</b>
MS Department of Employment Security (MDES)	Labor Exchange Trade Adjustment Veterans' Employment	2,246 sq. ft.
MS Department of Rehabilitation Services (MDRS)	Vocational Rehabilitation Supported Employment	2,088 sq. ft.
MS State University Extension Service	Enterprise and Community Resource Development Family and Consumer Education Pesticide Applicator Training Worker Protection Program 4-H	5,924 sq. ft.
<b>TOTAL</b>		<b>10,258 sq. ft.</b>

Should the Sublessee cease to use the property for the above stated purposes, such action shall be considered a Default by the Sublessee hereunder.

- Term:** The term of this Sublease shall be for a period of twelve (12) calendar months, beginning October 1, 2013 and ending September 30, 2014. Upon termination of this Sublease, all rights, title and interest shall immediately revert to the Sublessor.

This Sublease is contingent upon the Sublessor's continued receipt of federal Workforce Investment Act funds and receipt of other federal, state or local funds by the Partner

Agencies listed in Paragraph 2 above. Should public funding to Sublessor or to any Partner Agency be reduced to a level where, in the sole discretion of Sublessor, continuation of this Sublease is no longer in the best interest of Sublessor or any Partner Agency, the Sublessor shall have the right to terminate the Sublease on thirty (30) days written notice to the Sublessee. The Sublessee shall not be liable for any further payments or damages, except that Sublessee shall pay to Sublessor a prorated rental amount, prorated from the period for which the last rental payment was made to the later of the effective date of such termination or the date on which Sublessee vacates the premises leased hereunder. The Sublessor and/or Sublessee will provide evidence of reduced funding in the event of termination.

4. **Rent:** Sublessee agrees to pay as rent for the term of this Sublease the total sum of **\$156,434.50 (One Hundred Fifty-Six Thousand Four Hundred Thirty Four and 50/100 Dollars)**. This amount shall be paid in twelve (12) equal monthly payments of \$13,036.21 with the first payment due on October 1, 2013 and the final payment due on September 1, 2014. The Lease amount is based on a flat rate of \$15.25 per square foot for a space usage of 10,258 square feet of space. Included in this flat rate is the Sublessee's share of operating expenses attributable to the premises leased hereunder.

Central Mississippi Planning and Development District (CMPDD) will refund to the Madison County Board of Supervisors any over-payments made based on the flat rate of \$15.25 per square foot. Likewise, CMPDD will bill the Madison County Board of Supervisors for any under-payments of costs based on the same rate after a final audit is conducted for the period of time in question.

The Sublessor and Sublessee each agree that, in the event that one or more of the Partner Agencies vacates the premises for a reason which is acceptable to the Sublessee, in its sole discretion, then the Sublessee shall have the option to reduce the square footage leased hereunder by the amount of square footage which is so vacated, to reduce the rent due hereunder by the amount equal to the percentage of the square footage of the leased premises which was vacated multiplied by the remainder of the rent due hereunder, and to adjust the monthly payments payable to the Sublessor in accordance therewith.

5. **Maintenance:** Pursuant to a Lease Agreement for the leased premises between the Sublessor and the Owner, the Owner shall provide maintenance to the heating and air conditioning, the structure, roof and foundation as discovered or as requested by the Sublessee. The Owner shall also maintain the driveway, lawn, and parking areas on the leased property.
6. **Compliance with Regulations:** The Sublessee agrees to utilize and operate the leased premises in compliance with all applicable federal, State and local laws, regulations and ordinances.
7. **Insurance:** The Sublessee agrees to procure and to keep in force during the term hereof, and to ensure that the Partner Agencies listed in Paragraph 2 above procure and keep in force, at Sublessee's and/or the Partner Agencies' expense, public liability, worker's compensation or other insurance, with companies reasonably acceptable to Sublessor, to protect against any liability to the public, whether to persons or property, incident to the use or resulting from any accident occurring in or about the leased premises in the amount

of \$1,000,000.00. The Sublessee shall provide upon request evidence of such insurance to the Sublessor. The policy, or policies, of insurance shall name the Sublessor and Owner as additional insureds and/or as loss payees and the Sublessee shall obtain a written obligation on the part of the insurance carrier to notify Sublessor, in writing, prior to any cancellation thereof. The Sublessee agrees that if it does not ensure that such insurance is in force and effect, then the Sublessor may procure insurance coverage and pay the premium and the re-payment thereof shall be deemed to be a part of the rental and shall be due as such on the next day upon which rent becomes due.

8. **Default:** In the event that any action, suit or other proceeding at law or in equity is brought to enforce the provisions of this Sublease, or to obtain money damages for the breach thereof, and any such action results in the award of a judgment for money, damages or granting of any injunctive relief, then all reasonable expenses, including, but not limited to, reasonable attorney's fees and disbursements (including those incurred on appeal), shall be borne by the nonprevailing party.

If the rent or any part thereof shall remain unpaid for ten (10) days after it becomes due and payable, without demand thereon, or if Sublessee violates a material term of this lease, the Sublessor may enter in to the premises and again have and possess the same as if the Sublease had not been made. Sublessor shall, in the event of default, have the right to re-lease said premises to a third party.

9. **Improvements:** The Sublessor agrees to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) for existing buildings and will ensure that at least one restroom facility complies with ADAAG requirements. Any such improvements which may be necessary will be made at the Sublessor's expense.
10. **Assignments:** The Sublessee may not assign, pledge or convey this Sublease to any other person, firm, corporation or entity without the express written permission of the Sublessor.
11. **Notice:** All notices of any kind related to this Sublease shall be directed to the following parties:

**For the Sublessor:**  
Mr. F. Clarke Holmes  
Chief Executive Officer  
Central MS Planning  
and Development District  
1170 Lakeland Drive  
Post Office Box 4935  
Jackson, MS 39296-4935  
(601) 981-1511

**For the Sublessee:**  
Gerald Steen  
President  
Madison Co. Board of Supervisors  
Post Office Box 608  
Canton, MS 39046-0608  
(601) 855-5580

12. **Reservations:** The Sublessor/Owner reserves title to all timber, mineral, oil and gas, in and on the property, together with the right of ingress and egress to remove same, as

provided by law; and further reserves the right to grant or sell rights-of-way on the property for roads, highways, railroads, utility lines or other purposes.

13. **Modifications/Amendments:** Modifications and amendments to this Sublease may be made only by the express written approval of both the Sublessor and the Sublessee.
14. **Governing Law:** This Sublease shall be construed and enforced according to the laws of the State of Mississippi. Any provision of this Sublease determined to be contrary to applicable laws shall be and hereby is deemed by the parties to be modified to the extent necessary to conform to applicable law. The parties hereby specifically affirm that the provisions of applicable law are not intended to be waived by the execution of this Sublease.
15. **Severability:** If any term or provision of this Sublease shall be declared invalid, unconstitutional or void by any court of competent jurisdiction, the validity of the remainder of the provisions of this Sublease shall not be affected thereby, and, to this extent only, the terms of this Sublease are declared to be severable.
16. **Agreement and Understanding:** The Sublessor and the Sublessee hereby acknowledge that each has read in its entirety and fully understands the terms and provisions of this Sublease and, being fully informed of such terms and provisions, each assumes all responsibility for compliance with the obligations set forth herein.

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, this Sublease Agreement was executed by the parties hereto on this, the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

For the Sublessor:

For the Sublessee:

\_\_\_\_\_  
F. Clarke Holmes  
Chief Executive Officer

\_\_\_\_\_  
Gerald Steen  
President  
Madison County Board of Supervisors

ATTEST:

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Arthur Johnston  
Madison County Chancery Clerk