



SPECIAL MEETING MINUTES
Wednesday, May 16, 2018

Location: E.T. Woolfolk State Office Building
501 North West Street, 13th Floor Conference Room
Jackson, Mississippi

Board Members Present: J.K. "Hoopy" Stringer, Jr., Chair
Rita Wray, Vice-Chair (*via teleconference*)
Jeffery Belk (*via teleconference*)
Billy Morehead (*via teleconference*)
Leila Malatesta (*via teleconference*)
Laura Jackson, Department of Finance and Administration

Staff: Romaine Richards, Special Assistant Attorney General
Edward Wiggins, Special Assistant Attorney General
Aubrey Leigh Goodwin
Calvin Sibley
Kent Adams
Liz DeRouen

I. Call to Order

The meeting was called to order by Chair J.K. "Hoopy" Stringer, Jr.

II. DFA Bureau of Building, Grounds, and Real Property Management (BOB/RPM)

A. RPM New Leases

- i. Requesting Agency:** Mississippi Department of Finance & Administration
Lease #: 325-251-58K; Project # 371-151
Lessor: State of Mississippi through the Department of Finance & Administration
Lessee: The Mississippi Center for Medically Fragile Children, Inc.
Term: 05/16/2018 through 04/30/2058
Total Yearly Cost: \$50.00
Address of Property: 3879 Eastwood Drive, Jackson, MS 39211
Purpose of Lease: Land for the construction of a pediatric skilled nursing palliative care facility.
Note: In accordance with Paragraph 5 of House Bill 559, Laws of 2018, the Department of Finance & Administration asks PPRB to approve this forty (40) year land lease for the

construction of a pediatric skilled nursing palliative care facility by the Mississippi Center for Medically Fragile Children, Inc., a non-profit entity. The facility, constructed at the cost of the non-profit entity, will provide long-term care and support to pediatric patients. The University of Mississippi Medical Center must bear at great cost the long term treatment of these patients at the present time. This facility will alleviate the long term cost associated with the treatment of the children at UMMC. The patients will be covered under Medicaid in a long term environment better suited for the financial reimbursement and quality of care received. A copy of House Bill 559, Laws of 2018 is attached as exhibit A. A legal description of the property is also attached as exhibit B. The proposed lease includes one (1) permitted renewal term of an additional ten (10) years, subject to PPRB approval.

Staff Recommendation: This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

Action: A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Ms. Malatesta and unanimously approved by all members.

III. Adjournment

Action: A motion was made by Mr. Morehead to adjourn. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

These Minutes of the Public Procurement Review Board were approved by the members on the 11th of July, 2018.



J. K. "Hoopy" Stringer, Jr., Chair



Date



STATE OF MISSISSIPPI
GOVERNOR PHIL BRYANT

DEPARTMENT OF FINANCE AND ADMINISTRATION

LAURA D. JACKSON
EXECUTIVE DIRECTOR

NOTICE

A Special Telephonic Meeting of the

PUBLIC PROCUREMENT REVIEW BOARD

will be held Wednesday, May 16, 2018

10:30 a.m. in the
13th floor Conference Room
Woolfolk State Office Building



PUBLIC PROCUREMENT REVIEW BOARD

Special Telephonic Meeting

Wednesday, May 16, 2018
10:30 a.m.

ATTENDANCE SHEET

NAME AND TITLE

AGENCY/COMPANY

(Please Print)

Laura Jackson	DFA
MOOPY STRINGER	DE MEMBER
KENT ADAMS	DFA
Selvin Sibley	Bureau of Building
Aubrey Leigh Goodwin	DFA
Edward Wiggins, Jr.	AG/DFA
Kamaine Miller	AG/DFA
Liz DeRouen	DFA Recorder

In attendance via teleconference:	Board Members
Rita Wray, Vice-Chair	
Jeffery Belk	
Billy Morehead	
Leila Malatesta	



SPECIAL MEETING AGENDA
Wednesday, May 16, 2018
10:30 a.m.

I. Call to Order

II. DFA Bureau of Building, Grounds, and Real Property Management (BOB/RPM)

A. RPM New Leases

i. Requesting Agency: Mississippi Department of Finance & Administration

Lease #: 325-251-58K; Project # 371-151

Lessor: State of Mississippi through the Department of Finance & Administration

Lessee: The Mississippi Center for Medically Fragile Children, Inc.

Term: 05/16/2018 through 04/30/2058

Total Yearly Cost: \$50.00

Address of Property: 3879 Eastwood Drive, Jackson, MS 39211

Purpose of Lease: A pediatric skilled nursing palliative care facility.

Note: In accordance with Paragraph 5 of House Bill 559, Laws of 2018, the Department of Finance & Administration asks PPRB to approve this forty (40) year land lease for the construction of a pediatric skilled nursing palliative care facility by the Mississippi Center for Medically Fragile Children, Inc., a non-profit entity. The facility, constructed at the cost of the non-profit entity, will provide long-term care and support to pediatric patients. The University of Mississippi Medical Center must bear at great cost the long term treatment of these patients at the present time. This facility will alleviate the long term cost associated with the treatment of the children at UMMC. The patients will be covered under Medicaid in a long term environment better suited for the financial reimbursement and quality of care received. A copy of House Bill 559, Laws of 2018 is attached as exhibit A. A legal description of the property is also attached as exhibit B. The proposed lease includes one (1) permitted renewal term of an additional ten (10) years, subject to PPRB approval.

Staff Recommendation: This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

III. Adjournment

Attachment A

RPM New Leases

House Bill 559, Laws of 2018

MISSISSIPPI LEGISLATURE

REGULAR SESSION 2018

By: Representatives Weathersby, Crawford,
Baker, Powell

To: Public Property

COMMITTEE SUBSTITUTE
FOR
HOUSE BILL NO. 559

1 AN ACT TO AUTHORIZE THE DEPARTMENT OF FINANCE AND
2 ADMINISTRATION TO ENTER INTO A LEASE AGREEMENT FOR CERTAIN
3 STATE-OWNED REAL PROPERTY WITHIN THE CITY OF JACKSON, HINDS
4 COUNTY, MISSISSIPPI, WITH A NONPROFIT ENTITY FOR THE PURPOSE OF
5 CREATING A PEDIATRIC SKILLED NURSING, PALLIATIVE CARE AND RESPITE
6 FACILITY FOR THE SEVERELY DISABLED; TO PROVIDE THAT THE TERM OF
7 THE INITIAL LEASE SHALL NOT EXCEED FORTY YEARS AND CONTAIN ONE
8 ADDITIONAL TEN-YEAR RENEWAL PERIOD AT THE DISCRETION OF THE
9 DEPARTMENT; AND FOR RELATED PURPOSES.

10 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

11 **SECTION 1.** (1) The Department of Finance and
12 Administration, is authorized to enter into an agreement to lease
13 no more than seven (7) acres of state-owned real property in the
14 City of Jackson, Hinds County, Mississippi, to a nonprofit entity
15 for the purpose of creating a pediatric skilled nursing,
16 palliative care and respite facility for the severely disabled,
17 and for the use of associated administrative office space for an
18 initial term of no more than forty (40) years and one (1)
19 additional ten-year renewal period at the discretion of the
20 Department of Finance and Administration. The property to be
21 leased is currently undeveloped property to the south of Eastover



22 Drive, west of Ridgewood Road, north of Lakeland Drive and east of
23 I-55, located in the City of Jackson, Hinds County, Mississippi.
24 The parcel of the undeveloped property to be leased shall be that
25 immediately to the south of the Mississippi Library Commission
26 building and immediately to the west of the Mississippi Public
27 Broadcasting building, and more particularly described in the
28 agreement as determined by the Department of Finance and
29 Administration.

30 (2) At the end of the lease term and any renewals provided
31 for in this act, the property leased under the authority of this
32 section along with any improvements subsequently made thereupon
33 shall revert to the State of Mississippi.

34 (3) The lease of the real property described in subsection
35 (1) of this section shall consist of a patient care facility
36 which, at a minimum, will contain:

37 (a) Approximately thirty thousand (30,000) square feet
38 of patient care and related support space;

39 (b) Approximately 30 patient care beds;

40 (c) Surface parking; and

41 (d) Landscaping and green space buffers.

42 (4) The Department of Finance and Administration shall
43 review and approve all plans prior to issuance of any notice to
44 proceed for clearing, site development or construction to ensure
45 that proposed development:



46 (a) Is harmonious with current use of adjacent property
47 by state agencies and institutions;

48 (b) Is appropriately interfaced with state-owned
49 streets and infrastructure, with any tie-in to state-owned
50 utilities properly metered for billing;

51 (c) Poses no conflict to future development of other
52 adjacent state-owned property; and

53 (d) Maintains adequate landscape buffer with adjacent
54 private property.

55 (5) The lease and any amendments to the lease shall be
56 prepared by the Department of Finance and Administration and
57 subject to approval by the Public Procurement Review Board.

58 (6) All proceeds derived or received from all leases entered
59 into under this section shall be deposited into the state land
60 acquisition fund.

61 (7) The State of Mississippi shall retain all mineral rights
62 to the real property leased under this section.

63 (8) The Governor may designate the Executive Director of the
64 Department of Finance and Administration or his or her designee,
65 to attend the meetings of the board of the nonprofit organization
66 which will own and operate the facility. Said attendee shall have
67 no jurisdiction or vote on any matter within the jurisdiction of
68 the board.

69 **SECTION 2.** This act shall take effect and be in force from
70 and after its passage.



Attachment B

RPM Legal Description
with Aerial Photograph and Lease
Agreement

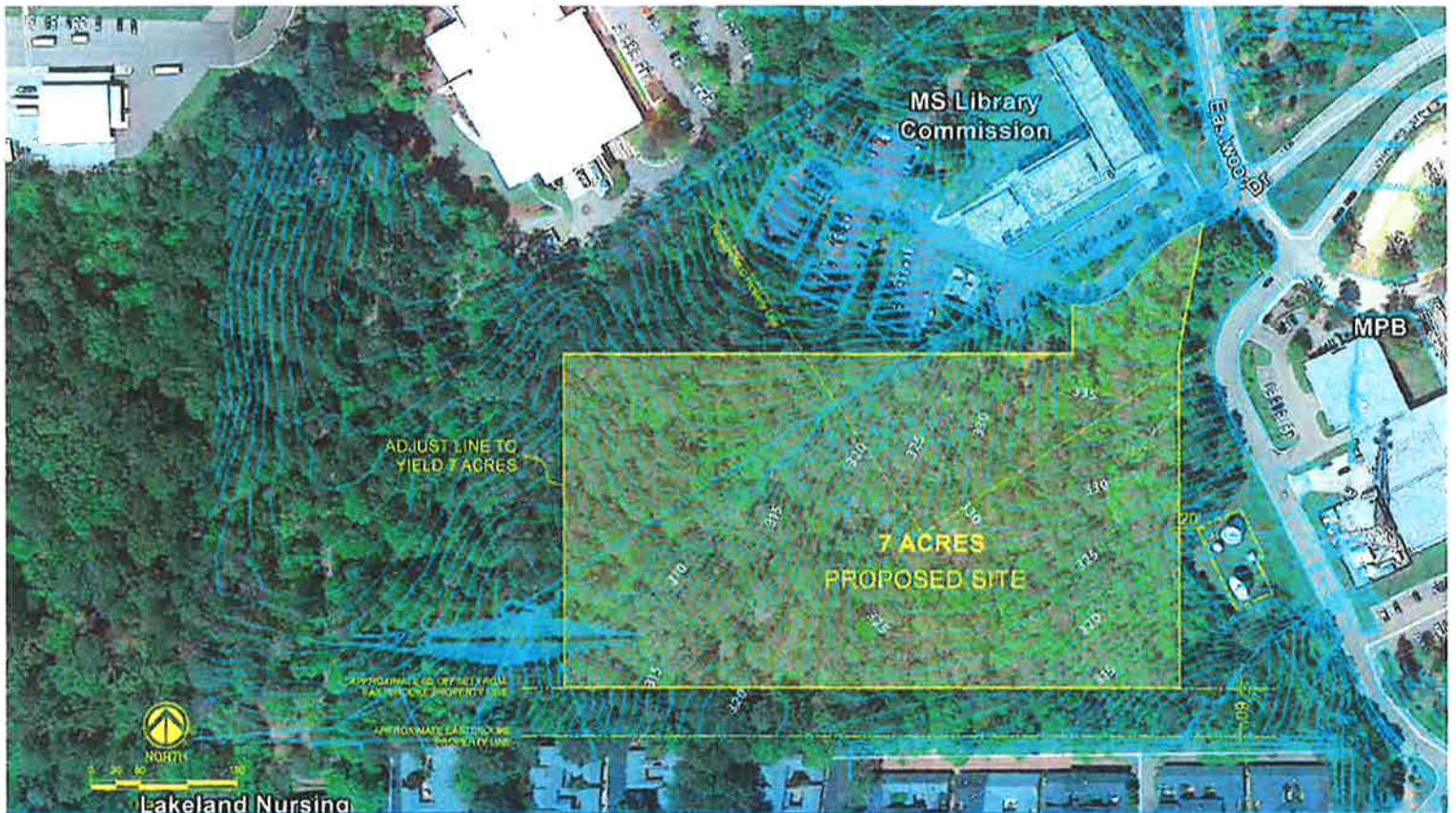
**PROPERTY DESCRIPTION FOR 7.00 ACRES
LOCATED IN THE NE ¼ OF SECTION 25, T6N – R1E,
CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI**

Certain properties located in the NW ¼ of the NE ¼ of Section 25, T6N – R1E, City of Jackson, Hinds County, Mississippi, and being more particularly described as follows:

Commencing at a found iron rod marking the Southeast corner of the NW ¼ of the NE ¼ of Section 25, T6N – R1E, City of Jackson, Hinds County, Mississippi and run thence North 75 degrees 05 minutes 47 seconds West for a distance of 206.94 feet, said point being the Point of Beginning of the tract herein described:

From the Point of Beginning thence run Due West for a distance of 724.04 feet to a point; thence run Due North for a distance of 401.05 feet to a point; thence run Due East for a distance of 595.41 feet to a point; thence run Due North for a distance of 66.82 feet to a point; thence run along a curve to the left with the following curve data: Chord Bearing of North 70 degrees 09 minutes 55 seconds East, Chord Distance of 45.61 feet, Radius of 60.00 feet and Arc Length of 46.79 feet to a point; thence run North 47 degrees 49 minutes 27 seconds East for a distance of 49.86 feet to a point; thence run along a curve to the left with the following curve data: Chord Bearing of North 54 degrees 45 minutes 16 seconds East, Chord Distance of 79.50 feet, Radius of 490.63 feet and Arc Length of 79.59 feet to a point; thence run South 05 degrees 42 minutes 18 seconds West for a distance of 162.46 feet to a point; thence run Due South for a distance of 401.05 feet back to the Point of Beginning, containing 7.00 acres, more or less.

Description prepared by:
Colin L. Baird, PLS
Floyd & Baird Engineering, Inc.
130 E. Northside Drive
Clinton, MS 39056
www.floydbaird.com



MISSISSIPPI CENTER FOR MEDICALLY FRAGILE CHILDREN



**STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
LEASE AGREEMENT**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration including, but not limited to, the benefit to the state of Mississippi of acquiring a pediatric skilled nursing palliative care and respite facility; the benefit to the University of Mississippi Medical Center (hereinafter "UMMC"), of having this facility to provide care to the children who are now receiving said care at UMMC and other valuable consideration as provided to the Public Procurement Review Board (hereinafter "PPRB"), the receipt and sufficiency thereof are hereby acknowledged, this **LEASE AGREEMENT** (hereinafter the "LEASE") is made and entered into by and between the State of Mississippi by and through the Department of Finance and Administration's Office of Capitol Facilities whose address is 501 N. West Street, Suite 2001-A, Jackson Mississippi 39201 (hereinafter the "DFA/LESSOR") and The Mississippi Center for Medically Fragile Children, Inc., a Mississippi non-profit corporation, whose address is 3879 Eastwood Drive, Jackson, MS 39211 (hereinafter the "LESSEE").

WHEREAS, Section 1, Chapter 352 Laws of 2018 (House Bill 559) Regular Session of the Legislature of the State of Mississippi (hereinafter "HB 559") authorized the DFA "to enter into an agreement to lease no more than seven (7) acres of state-owned real property in the City of Jackson, Hinds County, Mississippi, to a nonprofit entity for the purpose of creating a pediatric skilled nursing, palliative care and respite facility for the severely disabled, and for the use of associated administrative office space" (a copy of said legislation is attached hereto and incorporated herein marked as Exhibit "A"); and,

WHEREAS, the DFA has determined that the non-profit entity referred to in said HB 559 is The Mississippi Center for Medically Fragile Children, Inc., the LESSEE, herein; and

NOW THEREFORE, the LESSOR and LESSEE hereby agree as follows:

W I T N E S S E T H:

ARTICLE I

LEASED PREMISES

LESSOR'S LEASE. Upon the terms and considerations hereinafter set forth and as stated above, and upon the prompt performance by the LESSEE of the covenants and agreements to be kept and performed by the LESSEE, the

LESSOR does lease, let, and demise to the LESSEE and the LESSEE hereby leases from the LESSOR, the following described PREMISES, (hereinafter referred to as the "PREMISES" or the "PROPERTY"), situated, lying and being in the city of Jackson, County of Hinds, State of Mississippi, more particularly described in composite Exhibit "B," (Legal Description and Aerial View), attached hereto and made a part hereof, as though copied in words and figures.

The term APREMISES refers to the real property described in composite Exhibit "B," and to any and all structures and improvements located or constructed thereon with any exceptions as stated herein.

Such possessory rights include all rights of ingress and egress, control, and right to occupy the Premises for the purposes stated herein.

ARTICLE II

TERM

LEASE TERM. The Term of this LEASE shall be the Effective Date as hereinafter defined in ARTICLE XV until April 30, 2058; with one additional option to renew for an additional ten-year (10) term.

ARTICLE III

CONSIDERATION

LEASE CONSIDERATION. LESSEE shall pay to LESSOR for rent the sum of Fifty Dollars (\$50.00) per year payable on the _____, but no later than the tenth (10th) day of each May beginning in 2018. If rent is not received on or before the tenth (10th) day following the due date of such payment, then a service charge of ten percent (10%) of the amount of such payment shall be due and payable in addition to the regular payment or rent. *However, the first rental payment for the first year of the term shall be payable within five (5) business days of the Effective Date.* The rent may be prepaid in full for the entire term of this LEASE at any time after the Effective Date at the option of the LESSEE. It shall be presumed that this LEASE shall not amount to a donation of State property.

ARTICLE IV

INSURANCE

LESSEE shall be responsible for all taxes and casualty insurance for the PROPERTY for the term of the LEASE. If the LESSEE engages in any type of construction on the PROPERTY in any manner whatsoever, the LESSEE shall maintain liability coverage in the manner and amounts as established in Exhibit

"C" attached hereto and incorporated herein by reference. Additionally, the LESSOR shall be listed as an additional insured on the policy.

ARTICLE V

TAXES

The LESSOR is exempt from ad valorem taxation. LESSEE shall be liable for payment of any and all other taxes and assessments if any, including any special assessments assessed against the PROPERTY herein demised, and any such taxes as may be assessed against LESSEE'S fixtures and equipment on the demised Premises.

ARTICLE VI

QUIET ENJOYMENT

So long as the LESSEE keeps and performs all of its covenants and conditions under this LEASE, it shall have quiet, undisturbed, and continued possession of the demised PREMISES, free from all claims against the LESSOR and all persons claiming under, by, or through the LESSOR.

ARTICLE VII

LESSEE'S RESPONSIBILITIES

LESSEE does hereby assume exclusive responsibilities for construction and operation of a pediatric skilled nursing, palliative care and respite facility for the severely disabled (the "Facility") on the PROPERTY; and that the Facility at a minimum will contain:

- a. Approximately thirty thousand (30,000) square feet of patient care and related space;
- b. Approximately thirty (30) patient care beds;
- c. Surface parking; and
- d. Landscaping and green space buffers.
- e. That the building including all wall coverings, floor coverings, window coverings, and all other fixtures, fixed equipment, and/or appointments and hardware installed by the LESSEE during the term of this LEASE shall, upon the expiration hereof, become the property of the LESSOR, and shall not be removed from the demised Premises without the prior written consent of the LESSOR.

f. That it will not make or suffer any unlawful, improper, or offensive use of the PREMISES, or any use or occupancy thereof contrary to any law of the State of Mississippi or any ordinance of the said city of Jackson now or hereafter made, or which shall be injurious to any person or property.

g. That all personal property of any kind that may be on the PREMISES during the continuance of this LEASE shall be at the **sole risk of LESSEE**, and that LESSOR shall not be liable to LESSEE or any other person for any injury, loss or damage to personal property or to any person on the PREMISES. LESSEE shall hold harmless LESSOR and indemnify LESSOR for all claims, loss, damages or injury on the demised Premises.

ARTICLE VIII

LESSOR'S RESPONSIBILITIES

The DFA shall review and approve all plans for construction of the Facility prior to issuance of any notice to proceed for clearing, site development or construction to ensure that proposed development:

- a. Is harmonious with current use of adjacent property by state agencies and institutions;
- b. Is appropriately interfaced with state-owned streets and infrastructure, with any tie-in to state-owned utilities properly metered for billing;
- c. Poses no conflict to future development of other adjacent state-owned property; and
- d. Maintains adequate landscape buffer with adjacent private property.

ARTICLE IX

DEFAULT

In the event of default in payment of rent or the performance of any of the covenants of this LEASE by the LESSEE, the LESSOR may enforce the performance of this LEASE in any mode provided by law, and this LEASE may be terminated by the LESSOR, at LESSOR's option, if such default continues for a period of thirty (30) days after LESSOR notifies LESSEE in writing, as prescribed in ARTICLE XII herein below, of such default, and its intention to declare the LEASE terminated. However, a default (except as to payment of rentals) shall be deemed cured if LESSEE in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter

continuously and with reasonable diligence proceeds to complete the performance required to cure such default. Upon such termination, this LEASE shall cease and come to an end as if it were the day originally fixed for the expiration of the term hereof, and LESSOR, shall have the right, without further notice or demand, to reenter the PROPERTY as provided in HB 559.

ARTICLE X

MINERAL RIGHTS

The State of Mississippi retains all mineral rights on and under said PROPERTY.

ARTICLE XI

INDEMNIFICATION

To the fullest extent allowed by law, LESSEE shall indemnify, defend, save and hold harmless, protect, and exonerate DFA, the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by LESSEE's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, LESSEE may be allowed to control the defense of any such claim, suit, etc. In the event LESSEE defends said claim, suit, etc., LESSEE shall use legal counsel acceptable to the State. LESSEE shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. LESSEE shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

ARTICLE XII

NOTICE AND AUTHORITY

Any notice, request, demand, and other communications under this LEASE shall be in writing, and shall be deemed duly given or made at the time and on the date when personally delivered, or one (1) business day after being delivered to a nationally recognized commercial courier for next day delivery, or three (3) business days after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth on the signature pages of this LEASE. Any party shall have the right from time to time to change the address to which notices to it shall be sent and to specify up to two (2) additional addresses to which copies of notices to it

shall be sent by giving to the other party or parties at least ten (10) days prior notice of the changed address or additional addresses.

All notices under this LEASE Agreement shall be given to the respective parties in the following manner:

Notice to the LESSOR to:

Director, Office of Capitol Facilities
Mississippi Department of Finance and Administration
Post Office Box 267
Jackson, MS 39201
(601) 359-3645

Notice to the LESSEE to:

C/O Percipience Health Management, LLC
10 Enterprise Boulevard, Suite 202
Greenville, South Carolina 29615
Attention: President

The authority to act on behalf of the LESSOR under this LEASE Agreement shall be vested in the State of Mississippi, Executive Director of the Department of Finance and Administration, or the Director of the Office of Capitol Facilities. The LESSEE'S authority under this agreement shall be exercised by the LESSEE'S duly authorized agent(s).

ARTICLE XIII

APPLICABLE LAW

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, in Hinds County, Jackson, Mississippi.

ARTICLE XIV

PRONOUNS

Wherever appropriate in this LEASE, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

ARTICLE XV

EFFECTIVE DATE

For purposes hereof, the term "Effective Date" shall mean the _____ day of May, 2018.

ARTICLE XVI

REPRESENTATION REGARDING CONTINGENT FEES

The LESSEE 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 this LEASE.

ARTICLE XVII

FAILURE TO ENFORCE

Failure by the LESSOR at any time to enforce the provisions of the LEASE shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the LEASE or any part thereof or the right of the LESSOR to enforce any provision at any time in accordance with its terms.

ARTICLE XVIII

MECHANICS, MATERIALMEN, AND LABOR LIENS

The LESSOR shall not be liable for any labor or materials furnished to the LESSEE in the construction or repair of improvements to the PROPERTY or any of the equipment or personal property thereon, and no mechanic, materialman, labor or other lien for any such labor or materials shall attach to or affect the interest of the LESSOR in the PROPERTY or any of the equipment or personal property thereon. If such a lien for labor or materials is filed against the PROPERTY or the equipment or personal property thereon, the LESSEE shall, within ten (10) days subsequent to the filing of such lien, either (1) pay the amount of the lien and obtain a full release and discharge of same, or (2) if the LESSEE desires to contest the lien, deliver to the LESSOR a bond in the amount of the lien, written by a corporate surety company, and conditioned upon the fact that if it shall ultimately be determined by the appropriate court that such lien is valid and enforceable, then the surety on the bond shall pay the lienholder and have the lien cancelled. In any event, the LESSEE shall defend, protect and hold the LESSOR harmless from all liability or claims arising under any mechanic, materialman or labor liens filed against the PROPERTY or any equipment or personal property thereon. If such a lien is filed against the PROPERTY or any

personal property thereon, and the LESSEE fails to pay said lien or post a bond, as described above, the LESSOR may cancel this LEASE as provided elsewhere herein, and pursue all other remedies and defenses it may have at law or in equity.

ARTICLE XIX

ASSIGNMENT

The LESSEE shall not assign, sub-lease, subcontract mortgage, hypothecate, pledge, sell or otherwise transfer in whole or in part, its rights or obligations under this LEASE without prior written consent of the LESSOR. Any attempted assignment or transfer without said consent shall be void and of no effect.

ARTICLE XX

FACSIMILE SIGNATURE(S)

The LESSOR and LESSEE hereby acknowledge that facsimile signature(s) is/are sufficient for the execution of this LEASE.

ARTICLE XXI

TRANSPARENCY

This LEASE, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this LEASE is subject to provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed LEASE is required to be posted to the DFA's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by LESSEE 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.

ARTICLE XXII

EMPLOYEE STATUS VERIFICATION SYSTEM

If applicable, the Contractor 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 (1972, as amended), 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 LESSEE 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 LESSEE 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 LESSEE to the following:

(1) termination of this Agreement 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;

(2) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or both.

(3) In the event of such cancellation/termination, the LESSEE would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

ARTICLE XXIII.

RIGHT OF ENTRY

The LESSOR and/or its agents may enter upon the demised PREMISES at all reasonable times (which herein means after giving at least twenty- four (24 hours) notice unless exigent circumstances exist which will require immediate access to the PREMISES to protect the citizens of the state of Mississippi and its property) to examine the condition and or use of the PREMISES; and will not exercise this right in a manner that will interfere with the LESSEE in the conduct of its business on the PREMISES.

ARTICLE XXIV.

COVENANTS RUNNING WITH LAND BINDING EFFECT

The covenants of this LEASE shall inure to the benefit of and be binding upon LESSOR and LESSOR'S successors in title, as well as LESSEE, its successors or assigns.

ARTICLE XXV.

TERMINATION OF LEASE

LESSOR shall be entitled to terminate this Agreement, subject to Legislative action/authority, whereupon LESSEE agrees to immediately vacate the Facility without the need for any formal eviction procedures. Further, at the expiration of the Term of this LEASE or any extensions thereof, or early termination by LESSOR as permitted under this LEASE, LESSEE shall vacate the PREMISES in clean condition and deliver them to LESSOR.

ARTICLE XXVI.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of LESSOR to proceed under this LEASE is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to LESSOR, LESSOR shall have the right upon ten (10) working days written notice to the LESSEE, to terminate this agreement without damage, penalty, cost or expenses to the LESSOR of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXVII

MODIFICATION/ADMENDMENT

This LEASE Agreement may be modified or amended upon the mutual agreement of the parties, in writing and fully executed by both parties.

ARTICLE XXVIII

TERMINATION UPON BANKRUPTCY

This LEASE may be terminated in whole or in part by LESSOR upon written notice to LESSEE if LESSEE should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by LESSEE of an assignment for the benefit of its creditors.

ARTICLE XXIX

ENTIRE AGREEMENT

This LEASE constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

ARTICLE XXX

APPROVAL

This Lease will not become valid and binding until approved in writing by the DFA and the PPRB. No amendment to or modification of this Lease shall become valid and binding until approved in writing by the DFA and the PPRB.

IN WITNESS WHEREOF, the undersigned have caused this LEASE to be executed on the dates indicated next to their respective signatures.

Dawn-Michele Teachey
President
The Mississippi Center for Medically
Fragile Children, Inc.

Date

LAURA D. JACKSON
Executive Director
Mississippi Department of Finance and Administration

Date

This Lease was approved on May _____ 2018, by the Public Procurement Review Board, and regardless of any other date shown within, this Lease is not effective before _____, as stated in ARTICLE XV of this Lease.

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above jurisdiction, the within named, **DAWN-MICHELE TEACHEY**, on behalf of The Mississippi Center for Medically Fragile Children, Inc., and that for and as its act and deed he executed the above and foregoing instrument, after first having been fully authorized to do so.

DAWN-MICHELE TEACHEY

GIVEN under my hand and official seal of office this the _____ day of _____, 2018.

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above jurisdiction, the within named, **LAURA D. JACKSON**, Executive Director of the Mississippi Department of Finance and Administration, and that for and as its act and deed he executed the above and foregoing instrument, after first having been fully authorized to do so.

LAURA D. JACKSON

GIVEN under my hand and official seal of office this the _____ day of _____, 2018.

NOTARY PUBLIC