



**REQUEST FOR PROPOSAL (“RFP”)
ITB K23-1250
BUILDING LEASE
PROFESSIONAL OFFICE SPACE**

RICHLAND COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

1.0 OVERVIEW

Richland County Board of Developmental Disabilities (“RCBDD”) is seeking proposals with the primary objective of leasing professional office space within the city limits of Mansfield Ohio, for purposes of conducting Administrative Services and Case Management. This annually renewed lease will begin effective February 01, 2024 and extend over a 10-year period.

1.1 INSTRUCTIONS TO VENDORS

Please submit three (3) unbound copies of your proposal **sealed** in an envelope marked, “**Office Space/Building Lease.**” The envelope can either be mailed or hand-delivered to:
Richland County Board of Developmental Disabilities
c/o Shauna Bradley
314 Cleveland Ave.
Mansfield, OH 44902

Deadline for submitting proposals is 4:00 p.m. on Tuesday, December 19, 2023, Proposals received after this time will not be considered. Proposals will be rated on December 19, 2023, with notification of all vendors who submitted proposals to occur no later than December 21, 2023.

Proposals must be made in full conformity with all of the conditions set forth in Section 2.2 – Specifications. Proposals will remain firm for a minimum period of 180 days following the date upon which the proposals are due. Any vendor may withdraw their proposal at any time prior to the scheduled due date. The attached “Commercial Lease Agreement” addendum is included as a sample representation of what a proposed lease agreement between RCBDD and property vendors.

After all proposals are received and evaluated, a letter of award confirming the acceptance will be sent to the selected vendor, followed by a lease agreement to be signed by all involved parties. If Richland County Board of Developmental Disabilities determines that the selected vendor is unable to successfully come to terms regarding the contract, RCBDD reserves the right to terminate contract discussions with that vendor and either select another vendor from the RFP process, cancel the RFP, or reissue the RFP if it is deemed necessary.

1.2 PRE-PROPOSAL QUESTIONS

All questions regarding the services specified or the RFP terms and conditions will be accepted in written format and will subsequently be answered as an addendum to all interested parties. Questions must be emailed to abailey@rnewhope.org and sbradley@rnewhope.org no later than 4:30PM EST on November 29, 2023.

1.3 TIMELINE

RCBDD anticipates the following timeline subject to change if necessary.

RFP Released	November 14, 2023
Pre-proposal Questions Due	November 29, 2023
Proposals Due	December 19, 2023 by 4:00PM
Proposals Opened and Rated	December 19, 2023
Award Letter Issued/Notification	December 21, 2023
Lease Agreement Signed	January 24, 2024
Tenant (RCBDD) Occupancy Established	February 1, 2024

1.4 FAMILIAL RELATIONSHIPS/POTENTIAL CONFLICT OF INTEREST

All vendors submitting proposals must disclose any familial relationships that exist between the owner and/or key employees of the vendor submitting the proposal and any Board member or any employee of the Richland County Board of Developmental Disabilities.

1.5 PROPOSALS

Each submitted proposal must include the full legal name of the vendor and will be signed by the person(s) legally authorized to bind the vendor to a contract. If proposals are submitted by an agent, satisfactory evidence of the agency authority is required. All proposals and associated materials become the property of Richland County Board of Developmental Disabilities, and all proposals received in response to this RFP will be considered public record. The following information must be included in the proposal to be eligible for evaluation:

- Proposal Cover Sheet
- Familial Disclosure Information
- Exceptions to specifications and additional desired specifications narrative

1.6 RIGHT TO REQUEST ADDITIONAL INFORMATION

Richland County Board of Developmental Disabilities reserves the right to request any additional information that might be deemed necessary after the completion of this document.

1.7 RIGHT OF REFUSAL

Richland County Board of Developmental Disabilities reserves the right to reject any or all proposals, accept or reject any or all of the items in a proposal, to waive any informality in proposals received, and to award the contract in whole or in part if it is deemed in the best interest of the Richland County Board of Developmental Disabilities. The Richland County Board of Developmental Disabilities reserves the right to negotiate with any vendor after all proposals are reviewed if such action is deemed to be in the best interest of Richland County Board of Developmental Disabilities.

1.8 COSTS

The vendor is responsible for any and all costs incurred by themselves and/or their designee in responding to this request for proposal. Fees/costs quoted must remain firm through this project and must include all expenses for this project.

1.9 STATE SALES, EXCISE, OR USE TAXES

The Richland County Board of Developmental Disabilities is a tax-exempt entity.

1.10 NONDISCRIMINATION BY VENDORS OR AGENTS OF VENDORS

Neither the vendor nor anyone with whom the vendor shall contract shall discriminate against any person employed by or applying for employment concerning the performance of the vendor responsibilities under this agreement. This discrimination prohibition shall apply to all matters directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin or ancestry. A breach of this covenant may be regarded as a default by the vendor for this agreement.

2.0 SCOPE

The Richland County Board of Developmental Disabilities is soliciting proposals from qualified vendors for the lease of professional office space within the city limits of Mansfield, Ohio, for the purpose of conducting administrative services and case management services. This is for a 10-year period effective February 1, 2024 annually renewed and contains conditions for termination of the lease without penalty costs or fees should federal funds or other applicable funding sources become unavailable.

2.1 SELECTION PROCESS AND PROPOSAL RATING

The review and selection process will be based on the full description of the nature of the services to be performed, experience, qualifications, quality customer service, reliability, and fee structure. Proposals that meet minimum requirements (outlined in accordance with Section 2.2 – Required Specifications) will be considered complete. All complete proposals will be rated by RCBDD staff utilizing the rating system below. The proposal which rates highest will be selected for contract negotiations. Each proposal will be scored on a 100-point scale based on the following factors and criteria:

- a. **Location and proximity to client population (40 points)** – This criterion considers boundaries of the city of Mansfield, Ohio, public transportation access, and available parking for both RCBDD clients and staff.
- b. **Cost reasonableness (25 points)** – This criterion includes a review of all costs associated with the lease agreement including lease changes, updates, lease extensions and increases in local government assessments and insurance.
- c. **Lease requirements (25 points)** – This criterion includes matching of required specifications outlined in Section 2.2 (below), obligations regarding updates to the property, maintenance responsibilities, general upkeep and repair of immediate and surrounding property. It also includes applicable provisions regarding indemnification, subrogation and other related business liabilities between the lessor and lessee.
- d. **Desired specifications (10 points)** – This criterion evaluates the scope to which each vendor is able to meet and/or accommodate any/all of the desired specifications detailed in Section 2.3 – Desired Specifications. This is differentiated from the required specifications that are detailed in Section 2.2 – Required Specifications.

2.2 REQUIRED SPECIFICATIONS

The RFP requires that proposals must meet the following specifications:

- No less than 25,000 square feet, and not more than 30,000 square climate- controlled space. This must be a private, secluded and relatively sound-proof space due to confidentiality and noise considerations.
- No less than 100 designated parking spaces for RCBDD staff, five designated handicap parking spots and additional free public parking available for clients within one (1) city block of the building's location.
- Sidewalks, doorways, and bathrooms must be ADA-compliant and accessible for individuals in wheel chairs.
- No less than two (2) exterior doors that can be readily accessible for entering and/or exiting the building.
- At least six (6) bathrooms available for staff and client use, to include two that are ADA-compliant. Depending on the number the tenant might need the ability to add more bathrooms upon occupancy.
- No less than thirty-two (32) separate offices/rooms, each of which must be at least 100 square feet. Egress from each room/space must not pass through intervening rooms or areas, except where such adjoining rooms or areas provide an unrestricted, secluded and discernible path to the exit. The tenant might need the ability to buildout offices.
- At least sixty-six (66) cubicles that are 90 square feet each, or the ability to create cubicles through a buildout.
- A common/waiting area no less than 100 square feet.
- Unrestricted access to the leased area 24 hours a day and 7 days a week for the Richland County Board of Developmental staff, to include at least ten (10) sets of keys provided for each exterior door.

2.3 DESIRED SPECIFICATIONS

The following section details specifications that are not required for the proposal to be valid, but the presence of such specifications in the event of a ratings tie may result in preference given to the vendor providing such services/amenities:

- Designated kitchen(ette) space with running water accessibility
- A separate space that is no less than 100 square feet at the front of the building for a receptionist
- A separate room/space that is no less than 1,200 square feet for a conference room
- Three separate rooms/spaces that are no less than 200 square feet but no more than 300 square feet for conference rooms
- A separate room/space within the building/area beyond required specifications that is no less than 500 square feet to be used as an employee break room
- A separate room/space with secured access for a server room that is no less than 150 square feet
- A separate room/space that is no less than 100 square feet for a utility/mail room
- A separate room/space that is no less than 50 square feet for a cleaning supply closet

- A separate room/space that is no less than 500 square feet for storage
- Access to internet
- A security/alarm system
- Proximity badge access
- Proximity of building/area within at least one (1) city block of a bus stop

2.4 ADDITIONAL PROPOSAL CONTENTS

Description of the following:

- Building/area specifications including square footage floor plans (both in total and by room), utility location(s) and access, and whether the facility is a single unit or a multi-unit business. If multi-unit, proposal should include the names of all other businesses located within the space.
- Cost proposal (i.e. rent and complete listing of pass through, if any, including a 2-year cost history of those items)
- Readiness of facility (including any schedule of work to be completed prior to occupancy and other applicable deadlines to ensure space availability)

VENDOR RATING SHEET

(The vendor whose proposal meets minimum required specifications and earns the points overall will be offered a contract)

VENDOR NAME:	
Location and proximity to client population (40 points) Rate the proposed location and proximity against the RFP. Consider whether the building/area is within the city limits of Mansfield, Ohio, parking availability, and accessibility of public transportation within the area.	
Cost reasonableness (25 points) Rate the proposed associated cost(s) relative to the overall Agency budget and other proposals, to include additional costs such as utilities, maintenance, and other factors.	
Lease requirements (25 points) Rate the proposal on whether each of the mandatory required specifications are met. Any proposal which does not meet the required specifications listed in Section 2.2 will not be considered further, unless the space can be a buildout. Consider also obligations regarding updates to the property, maintenance responsibilities, general upkeep and repair, etc.	
Desired specifications (10 points) Rate the proposal based on how many (if any) of the desired specifications outlined in Section 2.3 are met.	
TOTAL POINTS FOR THIS PROPOSAL (Out of 100 possible points)	

PROPOSAL COVER SHEET

We propose to furnish professional office space for Richland County Board of Developmental Disabilities in accordance with the specifications:

Total Square Feet of Lease Space	
Total lease cost for 02/1/2024 - 01/31/2025 (to include all known or approximate monthly expenses, maintenance fees, and other associated costs)	
Total lease cost for 02/1/2025 - 01/31/2026 (to include all known or approximate monthly expenses, maintenance fees, and other associated costs)	
Total lease cost for 02/1/2026 - 01/31/2027 (to include all known or approximate monthly expenses, maintenance fees, and other associated costs)	
Total lease cost for 02/1/2027- 01/31/2028 (to include all known or approximate monthly expenses, maintenance fees, and other associated costs)	
Total lease cost for 02/1/2028 - 01/31/2029 (to include all known or approximate monthly expenses, maintenance fees, and other associated costs)	
Total lease cost for 02/1/2029 - 01/31/2030 (to include all known or approximate monthly expenses, maintenance fees, and other associated costs)	
Total lease cost for 02/1/2030 - 01/31/2031 (to include all known or approximate monthly expenses, maintenance fees, and other associated costs)	
Total lease cost for 02/1/2031 - 01/31/2032 (to include all known or approximate monthly expenses, maintenance fees, and other associated costs)	
Total lease cost for 02/1/2032 - 01/31/2033 (to include all known or approximate monthly expenses, maintenance fees, and other associated costs)	
Total lease cost for 02/1/2033 - 01/31/2034 (to include all known or approximate monthly expenses, maintenance fees, and other associated costs)	

Vendor Business Name (if applicable)	
Address	
City, State, ZIP	
Phone	
Email	
Authorized Agent Name	
Authorized Agent Signature	
Date	

EXCEPTIONS TO SPECIFICATIONS

Interested vendors will note in this space only any additional information, criteria or contingencies affecting their proposal, with the understanding that the information provided in this section may be utilized in the evaluation process and subsequent award. Include the following:

- Building/area specifications including square footage floor plans (both in total and by room), utility location(s) and access, and whether the facility is a single unit or a multi-unit business. If multi-unit, proposal should include the names of all other businesses located within the space.
- Cost proposal (i.e. rent and complete listing of pass through, if any, including a 2-year cost history of those items).
- Readiness of facility (including any schedule of work to be completed prior to tenant occupancy and other applicable deadlines to ensure space availability).

FAMILIAL DISCLOSURE FORM

The undersigned, the owner or authorized agent of the below-named vendor pursuant to the familial requirement provided in the Richland County Board of Developmental Disabilities RFP, hereby represents and warrants that except as noted below, no familial relationship exists between the owner and/or key employees of the vendor and any employee or Board member of the Richland County Board of Developmental Disabilities.

List any familial relationships:

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Vendor Business Name (if applicable)	
Authorized Agent Name	
Authorized Agent Signature	
Date	

ACCEPTANCE OF PROPOSAL

The undersigned agrees to execute a contract for leased office space covered by this proposal, provided that he/she is notified of its acceptance within 30 days after the proposal due date. It is agreed that this bid will not be withdrawn until at least 45 days after the proposal due date has passed and all bids have been received.

The undersigned affirms that the bid was developed without collusion, undertaking or agreement either directly or indirectly with any other bidder(s) to maintain lease cost(s) of indicated space specifications or to prevent any other bidder(s) from bidding.

Vendor Business Name (if applicable)	
Address	
City, State, ZIP	
Phone	
Email	
Authorized Agent Name	
Authorized Agent Signature	
Date	

~ADDENDUM~

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective _____,
by and between _____("Landlord") and **the Richland County
Board of Developmental Disabilities** ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as
_____, **Mansfield, Ohio** _____.

Landlord makes available for lease the entirety of the aforementioned land & improvements
(the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the
Leased Premises from Landlord for the term, at the rental and upon the covenants,
conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and
valuable consideration, it is agreed:

1. **Term.**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the
same from Landlord, for an "Initial Term" beginning **February 01, 2024** and ending
December 31, 2033. Landlord shall use its best efforts to give Tenant possession as
nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide
the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other
claim against Landlord for any such delay.

B. Tenant may renew the Lease for nine extended terms of one year based upon the
proposal submitted by Landlord in response to an RFP. Tenant shall exercise such renewal
option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to
the expiration of the Initial Term. The renewal term shall be at the rental set forth below
and otherwise upon the same covenants, conditions and provisions as provided in this
Lease.

2. **Rental.**

A. Tenant shall pay to Landlord during the Initial Term rental of _____
_____ **dollars (\$_____.)** per year, payable in installments of _____
_____ **dollars (\$_____.)** per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at _____,
or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Additionally, Tenant shall pay a "Security Deposit" in the amount of _____
_____ **dollars (\$_____.)** upon execution of the initial lease. This security deposit shall remain with the landlord for the term of this lease and any subsequent renewals.

B. The rental for years two – ten are delineated below:

Year two rent shall be _____ **dollars**
(\$_____.) per year, payable in installments of _____
dollars (\$_____.) per month.

Year three rent shall be _____ **dollars**
(\$_____.) per year, payable in installments of _____
dollars (\$_____.) per month.

Year four rent shall be _____ **dollars**
(\$_____.) per year, payable in installments of _____
dollars (\$_____.) per month.

Year five rent shall be _____ **dollars**
(\$_____.) per year, payable in installments of _____
dollars (\$_____.) per month.

Year six rent shall be _____ **dollars**
(\$_____.) per year, payable in installments of _____
dollars (\$_____.) per month.

Year seven rent shall be _____
dollars (\$_____.) per year, payable in installments of _____
dollars (\$_____.) per month.

Year eight rent shall be _____ **dollars**
(\$_____.__) per year, payable in installments of _____
dollars (\$_____.__) per month.

Year nine rent shall be _____ **dollars**
(\$_____.__) per year, payable in installments of _____
dollars (\$_____.__) per month.

Year ten rent shall be _____ **dollars**
(\$_____.__) per year, payable in installments of _____
dollars (\$_____.__) per month.

3. Use

Tenant covenants and agrees that the leased premises shall be used and occupied for the purpose of administrative offices, board meetings, and meetings with clients. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. **Sublease and Assignment.**

Tenant shall not sublease all or any part of the Leased Premises or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. **Repairs.**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. **Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. **Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. **Insurance.**

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. **Utilities.**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. **Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. **Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. **Parking.**

During the term of this Lease, Tenant and its guests and invitees, shall have the non-exclusive use in common with Landlord, of the common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord and Tenant agree that no additional rent will be due for Tenant's use of the aforementioned parking spaces.

13. **Building Rules.**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. Landlord and Tenant agree at the time this lease was established that no building rules exist.

14. **Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90)

days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. **Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. **Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and

undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. **Security Deposit.**

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord, to:

If to Tenant, to:

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. **Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. **Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. **Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord

Signature

Date

Tenant

Richland County Board of Developmental Disabilities

Signature

Date

Approval as to Form:

Richland County Prosecuting Attorney

Signature

Date