

2024-0093

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)**

ORDINANCE NO. 24-3-8

An ordinance approving and authorizing the Parish President to execute a Lease Agreement with Jackie Bee Investments, LLC, to temporarily house the Clerk of Court, Tax Collections and Licenses offices.

WHEREAS, the parish seeks to renovate and modernize the Clerk of Court's offices, the Tax Collections and Licenses office, on the first floor of the courthouse; and,

WHEREAS, it is safer and will be more efficient to have the employees utilizing these offices relocated during the time of construction; and,

WHEREAS, the parish intends to lease 7,035 sq. ft. at 15 Dufresne loop in Luling, Louisiana to temporarily house the Clerk of Court's offices, Tax Collections and Licenses office; and,

WHEREAS, the term of the lease is an 8 month period.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the lease between Jackie Bee Investments, LLC, and St. Charles Parish for office space to house the Clerk of Court's office, Tax Collections and Licenses offices is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Lease on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to this Lease.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 4th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Barry Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: March 5, 2024
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: March 6, 2024
AT: 9:42 am RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 3/14/24
AS INSTRUMENT NO. 480434
IN MORTGAGE/CONVEYANCE/OATH BOOK

thereof. Lessor shall be solely responsible for the payment of all real property taxes and assessments on the Leased Premises and the Building.

VIII. Insurance

At all times during the term of this Lease and as part of the consideration for this Lease, Lessee shall provide and maintain, at Lessee's expense, in favor of Lessee as the insured Comprehensive General Liability Insurance with combined single minimum limits of not less than \$1,000,000 per occurrence and an aggregate of not less than \$3,000,000.00 for bodily injury and property damage liability.

If possible, the policy providing such insurance shall name Lessor as additional insured and a certificate or verification of insurance, evidencing such insurance, shall be delivered to the Lessor within seven (7) days after the execution of this Lease. Thereafter, all renewals thereof are to be delivered to Lessor at least five (5) business days in advance of the expiration date of the existing policy or policies.

The foregoing insurance shall be carried with a responsible insurance company authorized to transact business in the State of Louisiana. Lessee shall deliver to Lessor written verification evidencing such insurance in form reasonably acceptable to Lessor, provided that if the Leased Premises are mortgaged during the period of this Lease, such verification shall be delivered to the mortgagee, if requested by the mortgagee.

In the event Lessee should, for any reason whatsoever, fail to keep the Leased Premises insured or fail to deliver to Lessor, as aforesaid, the certificate or verification of insurance and the renewals thereof, then Lessor, if it so elects, may itself have such insurance effected in such amounts and in such companies as Lessor may deem proper and may pay the premiums. The Lessee covenants and agrees that, within five (5) days after payment and demand therefore by Lessor, Lessee shall immediately repay the amount so paid by Lessor as premiums, together with legal interest thereon, from date of such payment until said amount is repaid.

Lessor shall carry at Lessor's sole cost, Comprehensive General Liability Insurance with combined single minimum limits of not less than \$500,000 per occurrence and an aggregate of not less than \$1,000,000.00 for bodily injury, and Property Damage (Wind, Hail, and Fire) insurance on the building in amounts not less than its replacement value.

Notwithstanding any other provision of this Lease, Lessor and Lessee hereby waive and mutually release each other from any rights each may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be (whether or not such loss or damage is caused by the fault or sole or concurrent negligence of the other party), to their respective property, the premises, its contents or to any other portion of the premises arising from any risk that is covered by any insurance required to be carried under this Lease. All insurance policies carried with respect to this Lease, if permitted under applicable law, shall contain a provision whereby the insurer waives, prior to loss, all rights of subrogation against either Lessor or Lessee.

IX. Repairs/Maintenance

Lessor warrants that all electrical, mechanical, and plumbing systems are in working order as of commencement date of the Lease. Lessor will be responsible for maintenance and repair of the building exterior, structure, mechanical, and electrical, as well as plumbing systems and fixtures, including any building systems serving the Leased Premises exclusively (subject to Lessor's warranties) unless such repair was necessitated because of an act or omission on the part of Lessee. Lessor shall maintain the non-structural day-to-day portions of the interior of the Leased Premises in good repair and condition, ordinary wear and tear excepted. Lessee will be responsible for repair and maintenance of all floor, wall, and ceiling surfaces (unless damaged because of Lessor's use and/or negligence), as well as the replacement of any windows or plate glass. Lessee will also be responsible for interior electrical maintenance, HVAC cleaning and maintenance, regular changing of HVAC filters, light bulb replacement supplying, mounting, and annual inspection of fire extinguishers required by Louisiana State Fire Marshall's Office. Lessor will be responsible for air conditioning and heating replacement. Lessor, at its sole cost, will also be responsible for maintenance, repair, and replacement of (i) the property's common areas (parking areas, driveways, landscaping, parking area lighting, fences, etc.), (ii) all building systems, and (iii) the building's roof (structure and membrane), structural components, roof, exterior walls and doors, floor slab and below floor plumbing systems. At the termination of this Lease, Lessee shall return the Leased Premises to Lessor, in like order and condition as received, broom clean and free from trash, ordinary decay, wear and tear and casualty accepted, and shall deliver the keys to the Leased Premises to Lessor.

X. Indemnification

Lessee shall indemnify, protect, save and hold harmless the Lessor, their agents, successors, and assigns from and against all reasonable losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of Lessee's use, interior condition or Lessee's operation of the Leased Premises; provided however, that Lessee will not be liable for Lessor's negligence and/or intentional torts, or

for costs resulting from the failure of the Leased Premises to comply with building code or other legal requirements; nor shall Lessee be liable for the economic consequences to Lessor of Lessee's lawful and rightful use and operation of the Leased Premises in accordance with this Lease. Lessor agrees to indemnify, protect, save and hold harmless the Lessee, its agents, successors, and assigns, from any liability arising from injury to persons, or damage to property in, on, or around the Leased Premises, occasioned by the willful act or neglect of the Lessor or their agents, servants, employees, successors, and assigns.

XI. Alterations or Additions by Lessor and Lessee

Lessee, with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, may make at their sole costs, alterations and/or additions to the Leased Premises and such improvements, other than moveable trade items, shall become the property of Lessor upon termination of this Lease, without compensation therefore to Lessee.

XII. Public Authorities

Lessor warrants, that on the commencement day of the Lease, the Leased Premises will comply with all applicable laws, ordinances, rules, and regulations of governmental authorities ("Applicable Law"); and, that during the term of the Lease, Lessor shall comply with all applicable laws regarding the building. After commencement of the Lease, Lessee shall comply with all applicable laws relating to the Leased Premises and Lessee's use and occupancy thereof.

XIII. Signs by Lessee

Subject to Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed, Lessee shall have the right to erect and maintain signs advertising Lessee's business on the interior and exterior of the Leased Premises, provided that such signs shall be erected and maintained in accordance with the rules and regulations of the properly constituted authorities. Lessee shall remove all such signs at the expiration of this Lease and shall repair any damage to the Leased Premises caused by the erection, maintenance, or removal thereof. Lessor agrees that the Lessee will have signage space on the marquee in the front of the building.

XIV. Entry by Lessor

Lessor shall have the right upon Eight (8) Hours verbal notice during normal business hours, except in case of emergency, to enter the Leased Premises at all reasonable times for the purpose of inspecting the same or showing same to prospective renters or purchasers so long as Lessor does not interfere with Lessee's business operations.

XV. For Sale and For Rent Signs - Inspection by Prospects

Lessor shall have the right to place the usual "For Sale" sign on the Leased Premises at any time during the term of this Lease and the usual "For Rent" sign on the Leased Premises during the last sixty (60) days of the term of this Lease, or any option period, assuming Lessee does not exercise its option to renew. Such signs shall not unreasonably detract from the image of the building or cover any doors or windows to the Leased Premises. Subject to Article XIV above, Lessee agrees to allow persons authorized by Lessor to inspect the Leased Premises during the term of the Lease or any option period with the view of purchasing the same, and during the last sixty (60) days of the term of this Lease with the view of renting the same, such inspections Monday through Friday between 9:00 a.m. and 5:00 p.m. and upon prior reasonable notice, provided that an employee or representative of Lessee must accompany persons during any such inspections so long as Lessor does not interfere with Lessee's business operations.

XVI. Surrender of Possession

Upon expiration or termination of this Lease, Lessee shall surrender possession of the Leased Premises immediately to Lessor. Any holding over by Lessee shall not operate, except by written agreement, to extend or renew this Lease, but in such case, Lessor may terminate Lessee's occupancy at once or may consider such occupancy to be from month to month; and Lessee in the event of such holding over without Lessor's consent, shall pay 1.5 times the rent stipulated in this Lease, together with such loss or damage as may be caused to Lessor by such holding over.

XVII. Subleasing or Assignment

Notwithstanding any provision of this Lease to the contrary Lessee may sublet all or any portion of the Leased Premises or assign the Lease to any entity that, directly or indirectly, controls Lessee, is controlled by Lessee, or is under common control with Lessee or to the purchaser of all or substantially all the assets of Lessee, all without the consent of Lessor. Further, neither the merger or consolidation of Lessee with another entity (and whether or not Lessee is the surviving entity) nor the transfer of any direct or indirect interest in or control of Lessee, whether in connection with a public offering of the equity interests of Lessee, a private sale thereof, or otherwise, shall be an assignment or other transfer requiring Lessor's consent. Except as provided above, Lessee may not assign the Lease or sublet the Leased Premises without Lessor's prior written consent, which consent will not be unreasonably withheld conditioned or delayed.

XIII. Auction or Other Sales

No auction sales or other sales not in the ordinary course of Lessee's business shall be conducted on the Leased Premises, without the prior written consent of Lessor.

XIX. Damage by Fire or Other Casualty

Lessee shall give Lessor immediate notice of any damage to the Leased Premises caused by fire or other casualty. If the Leased Premises or the Building is damaged by fire or other casualty to such an extent that same can be not repaired within a period of ninety (90) days, Lessee may cancel and terminate this Lease.

Unless Lessor notifies Lessee in writing within a period of ninety (90) days after the occurrence of the fire or other casualty that it does not intend to rebuild or repair, it shall then be obligated to rebuild or repair. All work of repairing or rebuilding shall be performed with reasonable promptness, due allowance being made for reasonable delay which may arise by reason of adjustment of loss under insurance policies on the part of Lessor or Lessee and for reasonable delay on account of strike, lockout, governmental regulation, or other cause beyond Lessor's control. Lessee shall be entitled to a remission of rent for any period during which the Leased Premises are wholly unfit for occupancy and to such reduction of rent as shall be just and proportionate for any period during which Lessee is partially excluded from occupancy, such reduction to be in proportion to the extent to which the Leased Premises are unfit for occupancy. If Lessor elects to cancel by giving notice to Lessee within the ninety (90) day period hereinabove provided, this Lease shall thereupon terminate and expire as of the date of the occurrence of the fire or other casualty and all rents shall be prorated to such date and Lessee shall have a reasonable amount of time to fully vacate the Leased Premises.

XX. Default

If Lessee fails to pay any installment of rent due under this Lease or fails to comply with any other provision of this Lease, within ten (10) days after written notice for payment of rent and within thirty (30) days after written notice for failure to comply with any other provision, by Lessor to Lessee demanding same, or if Lessee abandons the Leased Premises without advance notice or makes an assignment for the benefit of creditors or is adjudged a bankrupt in an involuntary bankruptcy proceeding or files any type of proceeding or applies for any relief under the laws of the United States relating to bankruptcy or state laws relating to insolvency or if a receiver or other custodian is appointed for Lessee for any of Lessee's property by any court, then, in any such event, Lessor shall have the right, at Lessor's option, without putting Lessee in default and without notice of default (unless as specifically provided herein), (1) to cancel this Lease effective immediately or effective as of the date Lessor may select or, (2) to proceed one or more times for past due installments of rent only, without prejudicing the right to proceed later for additional installments or exercise any other remedy, or (3) to declare the unpaid rent for the entire unexpired term of this Lease immediately due and payable and at once demand and receive payment thereof, or (4) to have recourse to any other remedy or mode of redress to which Lessor may be entitled by law. In the event Lessor exercises the right to cancel this Lease, then (a) Lessor shall have the right, as soon as said cancellation is effective, to re-enter the Leased Premises and re-let the same for such price and on such terms as may be immediately available, and (b) Lessee shall be and remain liable for all rent payable to the date such cancellation becomes effective. Failure of Lessor to exercise any right granted in this paragraph shall not be construed as a waiver of the right to subsequently enforce for a new default such right and no indulgence by Lessor shall be construed as a waiver of any right herein granted.

subordination of the Lessor's privilege granted to the Lessor by operation of law. The subordination agreement shall be in form and substance reasonably satisfactory to Lessor and the secured creditor.

XXVI. Miscellaneous

Failure of one party to require strict performance by the other party of any of the covenants, provisions, or conditions of this Lease, on one or more occasions, shall not constitute a waiver by such party of the right thereafter to require strict compliance with said covenants, provisions, and conditions.

XXVII. Governing Law

This Lease shall be deemed to be a contract made under the laws of the State of Louisiana and shall be construed in accordance with and governed by the laws of the State of Louisiana and ordinances of the municipality and county where the Leased Premises are situated and the rules and regulations of their duly constituted authorities.

XXVIII. Recording

Recording of the Lease is prohibited except as allowed in this paragraph. At the request of either party, the parties shall promptly execute and record, at the cost of the requesting party, an extract of the Lease in accordance with La. R.S. 9:2721.1.

XXIX. Subordination/Non-Disturbance

Lessor agrees to furnish to Lessee, at Lessee's request, a non-disturbance agreement as hereinafter provided with respect to any mortgage which presently, or any time in the future, encumbers the premises, within ten (10) days of such request. Lessee agrees that this Lease shall at all times be subject and subordinate to the lien of any mortgage that may be placed on the Building by the Lessor and Lessee, upon demand, without cost, to execute any instrument (in a form acceptable to Lessee) as may be required to effectuate such subordination; provided, however, as a condition to this subordination provision, the Lessor shall obtain from any such mortgage an agreement in writing, which shall be delivered to Lessee, providing in substance that, so long as Lessee shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease, its tenancy shall not be disturbed, nor shall this Lease be affected by any default under such mortgage, and in the event of foreclosure or any enforcement of any such mortgage, the purchase at such foreclosure sale, or who acquires title to the Building as a result of such enforcement, shall be bound to Lessee for the terms of this Lease, the rights of Lessee hereunder shall expressly survive, and this Lease shall in all respects continue in full force and effect; provided, however, that Lessee fully performs all of its obligations hereunder.

Both parties agree that if called upon by the other each will, within ten (10) days of being requested to do so, execute an estoppel certificate identifying this Lease, and acknowledging the status of the performance of the requesting party's obligations under this Lease as of the date of such estoppel certificate.

XXX. Conflicting Provisions

If there is any conflict between the printed portions and the type written or hand written portions of this Lease, the type written or hand written portions shall prevail. All the provisions contained herein, shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

XXXI. American with Disabilities Act (ADA)

- (a) Lessor represents and warrants to the best of their knowledge, that on the Commencement Date, the Leased Premises complies with the Americans With Disabilities Act, as amended and together with all regulations (collectively, the "ADA") and all other applicable laws. Thereafter during the Lease Term, Lessee at its sole cost and expense shall be solely responsible for taking any and all measures which are required to comply with the requirements of Title III of the ADA within Lessee's Leased Premises not to exceed \$5,000. Any alterations to the Leased Premises made by Lessee for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Lessor's consent to such alterations shall not constitute either Lessor's assumption, in whole or in part, of Lessee's responsibility for compliance with the ADA, or representation or confirmation by Lessor that such alterations comply with the provisions of the ADA.
- (b) Subject to Lessor's representation and warranty in (a) above, Lessee shall indemnify the Lessor for all claims, damages, judgments, penalties, fines, administrative proceedings, costs, expenses, and liability arising from Lessee's failure to comply with any of the requirements of Title III of the ADA within Lessee's Leased Premises, excluding the common areas and the parking lot.

(c) Lessor shall indemnify the Lessee for all claims, damages, judgments, penalties, fines, administrative proceedings, costs, expenses, and liability arising from Lessor's failure to comply with the Title III of the ADA within the common areas, including the parking lot.

XXXII. Real Estate Agents/Brokers' Commissions

The parties hereto certify that they have had dealings with real estate agents related to this Lease as follows: Lessor is represented by Henry W. Tatje, III broker/agent with Corporate Realty Leasing Co., Inc., as designated agent, and broker. Lessee is not represented by any agent or broker. Lessor shall be responsible for all broker commissions payable to Corporate Realty Leasing Co., Inc., or any other agent who may claim a commission as specified in a separate agreement.

XXXIII. Renewal Options

Provided the Lessee is not then in default of any of the terms of this Lease, upon expiration of the primary term, Lessee will be automatically granted Three (3): Three (3) month options to renew with rent to remain unchanged for each option period. All other terms of the Lease and rights of the parties will remain the same. Lessee may cancel this lease any time after the end of the initial term with 45 day written/mailed notice to Lessor.

XXXIV. Entire Agreement

The whole agreement between the parties hereto is set forth in this instrument and the parties shall not be bound by any agreements, conditions, understandings, or representations other than those that are expressly stipulated and set forth herein or in any amendments hereto.

XXXV. Waiver of Consequential Damages

Neither party hereto will be liable for in connection with this Lease, and both parties hereby waives all rights to seek against the other for, consequential exemplary, speculative, punitive, and similar type damages.

XXXVI. Waiver of Notice

Upon termination of the right of occupancy for any reason, Lessee hereby waives notice to vacate Leased Premises prior to institution of eviction proceedings in accordance with La. CCP Article 4701 and La. CC Article 2713.

XXXVII. Condemnation

If any or the whole of the Leased Premises shall be acquired or condemned by appropriation, expropriation, or eminent domain or conveyance in lieu therefore (herein called "Taking"), the Term of this Lease shall end as of the date that title vests in the taking authority and all rentals shall be paid up to that date. If any portion or all of the Leased Premises is taken, Tenant shall have no right, title or interest in any award made for such taking, except for any separate award for fixtures and improvements installed by Tenant.

XXXVIII. Quiet Possession

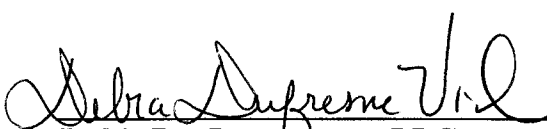
Lessor agrees to warrant and defend Lessee of its quiet and peaceful possession of the Leased Premises so long as Lessee is not in default of its obligations under this Lease.

Date 3/11/2024

LESSOR

Date 3/5/24

LESSEE


Jackie Bee Investments, LLC
Represented By: Debra Dufresne Vial
President

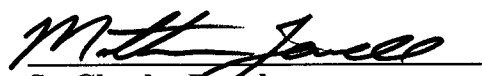

St. Charles Parish
Represented By: Matthew Jewell
Parish President

EXHIBIT A
DEPICTION OF LEASED PREMISES
15 Dufresne Loop

