

Ord.

2009-0288

**INTRODUCED BY: V.J. ST. PIERRE, JR, PARISH PRESIDENT
(DEPARTMENT OF PARKS & RECREATION)**

ORDINANCE NO. 09-8-5

An ordinance to approve and authorize the execution of a Lease Agreement with the St. Charles Parish School Board for office space at the Eual J. Landry Alternative Center in Hahnville to house the Department of Parks & Recreation.

WHEREAS, on December 4, 2006 the St. Charles Parish Council adopted Ordinance No. 06-12-7 approving a Lease Agreement with the St. Charles Parish School Board for office space at the Eual J. Landry Alternative Center to house the Department of Parks & Recreation; and,

WHEREAS, said Lease, which includes two buildings totaling 14,257 square feet located at 171 Keller Street in Hahnville, is now expiring; and,

WHEREAS, it is the desire of the Parish Council to approve the renewal of said Lease.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease between the St. Charles Parish School Board and St. Charles Parish for office space at the Eual J. Landry Alternative Center is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Lease on behalf of St. Charles Parish.

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

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 3rd day of August, 2009, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
SECRETARY: *Barbara Jane Tucker*
DLVD/PARISH PRESIDENT: August 4, 2009
APPROVED: *[Signature]* DISAPPROVED: _____
PARISH PRESIDENT: *[Signature]*
RETD/SECRETARY: August 4, 2009
AT: 3:10 pm RECD BY: *[Signature]*

REFERENCE	
<u>6-12-7</u>	<u>BY: 11-6-5</u>
	<u>12-7-6</u>
	<u>13-7-10</u>
	<u>16-9-4</u>
<u>Prev.: 5-6-14</u>	

St. Charles Parish Public Schools

LEASE

The St. Charles Parish School Board hereafter referred to as Lessor, leases to the St. Charles Parish Council referred to as Lessee, a portion of the premises known as Eual J. Landry Alternative Center for a term of 12 months, beginning on the 1st day of July 2009 and ending on the 30th day of June 2010, for and in consideration of a monthly rental in the amount of \$1,775.88 payable in advance on the 1st day of each month at the School Board's Business Office. The premises leased herein include the band hall and industrial arts building (5,289 square feet) and classroom wing, "B" Building, (8,968 square feet) for a total square footage of 14,257 square feet and are to be used only for Government offices.

Lessee is obligated not to use the premises for any purpose that is unlawful, and the violation of any law by Lessee shall be a justifiable cause for cancellation of this lease by Lessor, at his option.

In case an Attorney is employed to protect any right of Lessor or Lessee arising under this lease, the party whose actions or inactions necessitate such employment shall pay additionally a reasonable attorney's fee.

Should the premises be abandoned by Lessee or should Lessee begin to remove personal property to the detriment of Lessor's lien, then the rent for the unexpired term, with attorney's fees, shall immediately become due, and Lessor, at his option, may cancel the lease or re-enter and let the premises for such price or on such terms as may be immediately obtainable, and apply the net amount realized to the amount due by Lessee.

Should Lessee be unable to obtain occupancy on the date of the beginning of the lease due to causes beyond control of Lessor, this lease shall not be affected thereby, but Lessee shall owe rent beginning only with the day on which he could obtain possession.

Should the property be destroyed or materially damaged so as to render it wholly unfit for occupancy by fire or other unforeseen event not due to any fault or neglect of Lessee, then Lessee shall be entitled to a credit for the unexpired term of the lease and any unmatured rent notes shall be cancelled.

The Lessee shall not make any additions or alterations to the premises without written permission of the other. However, Lessor or his employees shall have the right to enter the premises for the purpose of making repairs necessary for the preservation of the property. Any additions made to the property by the Lessee shall become the property of Lessor at the termination of this lease unless otherwise stipulated herein.

Should any addition or alteration made by the Lessee cause any increase in the insurance rate on the premises, Lessee agrees to pay such increase in addition to the agreed rental. However, nothing shall be placed or done upon the premises by Lessee, which will cause forfeiture of any insurance.

In case of Lessee introducing, altering, or not having utility service on the premises, he shall comply in every respect, without expense to Lessor, with all rules and regulations of the State Fire Marshal's Office, or other similar association in existence at the time.

Lessor warrants that the leased premises are in good condition except as otherwise stipulated herein. Lessee accepts them in such condition and agrees to keep them in such condition during the term of the lease at his expense and to return them to Lessor in the same condition at the termination of the lease, normal decay, wear, and tear excepted.

Lessor agrees to deliver the premises broom clean and free from trash at the beginning of the lease and Lessee agrees to return same in like condition at the termination of the lease.

No repairs shall be due Lessee by Lessor except to the roof and such as may be rendered necessary by fire or other casualty, not occasioned by Lessee's fault or negligence. Lessee agrees to report in writing to Lessor any damage to the leased premises within twenty-four hours after discovering its happening, and upon his failure to do so, Lessee shall be bound to repair any consequent or resulting damage.

Should Lessee fail to make such repairs as he is obligated to make hereunder, Lessor may, at his option, have the repairs made and Lessee agrees to reimburse Lessor for the cost.

Lessor shall not be liable for any damage to person or property sustained by the Lessee or any other persons, and any such liability is assumed by Lessee.

Lessor may renew this Lease for a like term or on a monthly basis at the same rental, but agrees to notify Lessee sixty (60) days before the expiration of this lease for his desire to renew same. Lessee must notify Lessor sixty (60) days prior to vacating the premises.

The St. Charles Parish School Board reserves the right to cancel the Lease, if the buildings they are leasing are needed for any other purpose, but agrees to notify Lessee sixty (60) days before cancellation.

Lessee is not permitted to post any "For Rent" signs, rent, sublet, or grant use or possession of the leased premises without written consent of Lessor and then only in accordance with this lease.

This Contract is subject to termination upon a sixty (60) day notice from the Lessor or Lessee.

The Lessee is responsible for locking the gates and building when the building and parking lot are not in use.

WITNESSES:

Barbara Jacob Tucker
Priscilla J. Brodeaux

LESSOR:

Stephen M. Crovetto
Stephen M. Crovetto
President, St. Charles Parish School Board

LESSEE:

V. J. St. Pierre
V. J. St. Pierre
President, St. Charles Parish Council