

Decl.

2007-0098

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(CHIEF ADMINISTRATIVE OFFICER)**

ORDINANCE NO. 07-4-6

An ordinance to amend Ordinance No 95-12-8 to revise the Lease with the Paradis Volunteer Fire Department, Inc. to include the property located at 807 Barber Road, Paradis.

WHEREAS, the Paradis Volunteer Fire Department, Inc. is the operator of the Fire Station located at 807 Barber Road in Paradis; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 06-12-8 on December 4, 2006 which approved the Act of Donation from Chevron U.S.A., Inc. to the Parish for the property the Fire Station is located on; and,

WHEREAS, it is the desire of the Parish to lease said property to the Fire Department for its use.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 95-12-8 adopted December 18, 1995 is hereby amended to revise the Lease with the Paradis Volunteer Fire Department to include the property located at 807 Barber Road, Paradis

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

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

YEAS: MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS,
DUHE, MINNICH
NAYS: NONE
ABSENT: BLACK

And the ordinance was declared adopted this 2nd day of April, 2007, to become effective five (5) days after publication in the Official Journal.

Lease - Paradis Fire Department

ACTING CHAIRMAN. [Signature]
SECRETARY [Signature]
DLVD/PARISH PRESIDENT April 3, 2007
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT [Signature]
RETD/SECRETARY: April 3, 2007
AT 2:25 pm RECD BY [Signature]

REVISED LEASE

PARISH OF ST. CHARLES, P.O. Box 302, Hahnville, Louisiana, 70057, herein represented by Albert D. Laque, its Parish President, duly authorized by Ordinance No. 07-4-6, adopted on the 2nd day of April, 2007, hereinafter called "Lessor",

HEREBY LEASES TO:

PARADIS VOLUNTEER FIRE DEPARTMENT, INC., P.O. Box 1489, Paradis, Louisiana, 70080, herein represented by Mark East, its President, duly authorized by a Resolution of its Board of Directors adopted on the 14th day of April, 2007, herein after called "Lessee", the following described property;

New Fire Station, 807 Barber Road, Paradis, including all improvements constructed by Norco Construction Company, Inc. per Ordinance No. 91-5-10 adopted on May 6, 1991 by the St. Charles Parish Council and any amendments thereto.

That certain 1.976 acre parcel of property identified as Lot 516A of the Sunset Drainage District according to the plat thereof recorded in Book 677, Page 847 of the Conveyance Records of St. Charles Parish and accepted by Ordinance No. 06-12-8 of the St. Charles Parish Council adopted on December 4, 2006.

- I. This Lease is being made in consideration of the fire services provided by said Department to St. Charles Parish and therefore there is no financial consideration for this transaction.
- II. This Lease shall be effective on the date executed and shall expire on September 1, 2015.
- III. This Lease shall be automatically renewed for additional ten year periods, as long as the Fire Department utilizes the property for fire protection services, unless the Fire Department decides it no longer needs the improvements and provides a thirty day written cancellation notice.
- IV. Said property is to be utilized as public property and for the public need and no private use of this property is to be made, subject to immediate cancellation hereof except that the Fire Department may allow the use and/or rental of the facilities for periods not to exceed twelve consecutive hours.
- V. Lessee agrees to comply with all of the laws and ordinances of the United States, the State of Louisiana, and the Parish of St. Charles in the utilization of the subject property, and to notify, in writing, the Lessor of any change in its status as a legal entity.
- VI. Lessee is not permitted to rent or sub-let or grant use or possession of the premises to any other party for a period in excess of (72) seventy-two consecutive hours without the written consent of the Lessor, and then only in accordance with the terms of this Lease.
- VII. Should the Lessee at any time violate any of the conditions of this Lease, or discontinue the use of the premises for the purpose for which it is leased, or fail to pay the utilities or other expenses promptly when due; and should such violation continue for a period of ten (10) calendar days after written notice has been sent to Lessee, then Lessor shall have the option to immediately cancel this Lease. The Lessor guarantees that if cancellation of the Lease occurs the facility improvements shall be used for fire protection purposes as long as the facility is used for fire protection purposes.

- VIII. Lessee agrees that Lessor, its employees, and agents, shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomever caused, to the person or property of anyone (including Lessee) on or off the premises, arising out of or resulting from Lessee's use, possession or operation thereof, or from defects in the premises whether apparent or hidden, or from the installation existence, use, maintenance, condition, repair, alteration, removal or replacement of any improvements thereon. Lessee hereby agrees to indemnify and hold Lessor, its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed on Lessor in connection therewith) for such loss, damage, injury or other casualty.
- IX Lessee shall maintain a policy of General Liability Insurance in an amount of not less than \$1,000,000.00 and Property and Fire Insurance with replacement cost value, both of which the Parish of St. Charles shall be named an additional insured.
- X Lessee hereby agrees to assume all maintenance and operational responsibilities on said facility and to maintain it in a neat and safe manner.

Executed in St. Charles Parish, Louisiana on this 4th day of April, 2007.

WITNESSES:

Barbara Jacob Tucker

PARISH OF ST. CHARLES

BY: Albert D. Laque
Albert D. Laque
Parish President

Mark East

PARADIS VOLUNTEER FIRE
DEPARTMENT, INC

BY: Mark East
Mark East
President