

ORD.

**2005-0181**

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT  
(WORKFORCE INVESTMENT ACT)**

**ORDINANCE NO. 05-7-1**

An ordinance to approve a Lease with Roxann W. Gort to house the St. John the Baptist Parish Workforce Investment Office One-Stop Career Center at 975 Cambridge Drive in LaPlace.

**WHEREAS,** the W.I.A. program desires to move its St. John the Baptist Parish Office to 975 Cambridge Drive in LaPlace to co-locate with the Louisiana Department of Labor, LaPlace Job Center; and,

**WHEREAS,** the W.I.A. Board along with the Staff and St. John the Baptist Parish President Nickie Monica support said move and request its approval.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Lease by and between Roxann W. Gort and St. Charles Parish 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: MARINO, FABRE, RAMCHANDRAN, WALLS, BLACK, DUHE, MINNICH

NAYS: NONE

ABSENT: FAUCHEUX, HILAIRE

And the ordinance was declared adopted this 11th day of July, 2005, to become effective five (5) days after publication in the Official Journal.

Lease - Roxann Gort

VICE CHAIRMAN: *Brian C. Fel*  
SECRETARY: *Brian Jacob Tucker*  
DLVD/PARISH PRESIDENT: *July 12, 2005*  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: *Albert D. Laque*  
RETD/SECRETARY: *July 12, 2005*  
AT: *4:00 P.M.* RECD BY: *1092*

LEASE

STATE OF LOUISIANA

PARISH OF ST. CHARLES

The following contract of lease is made and entered into this 21<sup>st</sup> day of July, 2005, by and between ROXANN W. GORT, hereinafter referred to as "Lessor" and ST. CHARLES PARISH, herein represented by Albert D. Laque, Parish President, hereinafter referred to as "Lessee".

1.

For the consideration and upon the term and conditions hereinafter, the Lessor has this day rented, let and leased unto Lessee, here present and accepting the same, for a period of Five (5) years, commencing August 1, 2005 and ending July 31, 2010, the following described property:

"3,941.68 square feet of space located at 975 Cambridge Drive, Laplace, Louisiana, to be used by the Workforce Investment Act Program "One-Stop Career Center" for St. John Parish as an office along with adequate parking provided."

2.

The consideration of this lease is the payment by Lessee to Lessor of Two Thousand, Eight Hundred Eighteen Dollars and thirty four cents (\$2,818.34) per month, the first installment being due and payable on the 1<sup>st</sup> day of AUGUST, 2005, and the remaining installments being due and payable, respectively on the 1<sup>st</sup> day of each month thereafter; however, in the event occupancy by Lessee occurs subsequent to the due date of the first rental payment, Lessor waives any right to receipt of rental payment for a period of thirty (30) days after Lessee actually occupies the leased premises. In any event, rent is earned from the date of actual occupancy.

3.

Lessor grants to the Lessee the option to extend this lease from the end of its term for an additional period of FIVE (5) years, on the same terms and conditions as specified in the primary lease upon giving sixty (60) days written notice prior to

the expiration date of this lease. The rental rate per square foot shall also be the same as specified in the primary lease.

4.

The parties hereto agree that delivery of possession and occupancy hereunder shall not be deemed to commence until Lessor has provided Lessee with thirty (30) days prior written notice that the leased premises are ready for occupancy or at such time as Lessee takes occupancy thereof, whichever shall occur first. However, in no event shall Lessee accept occupancy prior to the commencement date established in paragraph one (1) herein, except by express consent of Lessor and approval by the Parish President. Furthermore, under no circumstances shall occupancy be deemed to commence until the documentation provided for, relative to asbestos and the State Fire Marshall's Office requirements, elsewhere herein is furnished as required.

5.

Should the Lessor fail, for whatever reason, acts of God and military expedience excepted, to delivery possession and occupancy in accordance with specifications by AUGUST 1, 2005, the Lessee shall be entitled to liquidated damages in the amount of the daily rental rate for every day thereafter that the Lessor fails to deliver possession and occupancy in accordance with specifications.

6.

Should the Lessor fail, for whatever reason, acts of God and military expedience excepted, to delivery possession and occupancy by SEPTEMBER 1, 2005, the Lessee may, at its option and with the approval of the Parish President, cancel this lease at any time after expiration of such time. If the Lessee elects not to cancel the lease, the Lessee is entitled to liquidated damages in the amount of the daily rental rate for every day thereafter that the Lessor fails to delivery occupancy in accordance with the specifications until such time as occupancy is delivered or the Lessee cancels the lease.

7.

Should the Lessee be unable, for whatever reason, to maintain possession of the leased premises in accordance with the terms set forth herein, the Lessee shall be entitled to the remission of rent for such term during which the Lessee is deprived of possession.

8.

All monthly payments of rent as herein fixed shall be paid by Lessee to:  
ROXANN W. GORT, P. O. BOX 127, NORCO, LA 70079, until notified in writing differently by Lessor.

9.

LESSOR agrees that the building, grounds and facilities herein leased shall comply with the requirement of R.S. 40: Part V. EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR PHYSICALLY HANDICAPPED, Specifically R.S. 40:1731-1744.

10.

Lessor further agrees to make, at Lessor's own expense, all changes and additions to the leased premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal, or other public authority including the furnishing of required sanitary facilities and fire protection facilities, and Lessor shall furnish and maintain all fire extinguishers and equipment necessary to comply with the order of the Louisiana State Fire Marshall. Lessor shall be responsible for all costs associated with any required periodic inspections and servicing of fire extinguishers and equipment.

11.

Prior to occupancy, Lessor must provide written evidence of compliance with all requirement of the State Fire Marshall's Office. Lessor further agrees to comply with any order issued during the lease term by the State Fire Marshall's Office within the time frame mandated by that office. Failure to do so will constitute a breach of the terms of said lease.

12.

Lessor shall deliver the leased premises to the Lessee at the beginning of this lease in a thoroughly sanitary and tenantable condition, and, by assuming possession, Lessee admits that it has examined the leased premises and found them to be in good, safe, and acceptable condition. Provided, however, that Lessee shall provide to Lessor, no later than fifteen (15) days after occupancy, a list of all deficiencies in need of correction in order to bring the leased premises into compliance with the terms of the lease. Where Lessee already occupies these premises under a prior lease, possession and occupancy under this lease shall not be deemed to occur until Lessee inspects the premises and certifies in writing to the Parish President that all requirements have been satisfied.

13.

Lessor further agrees to do painting and wall covering of the interior of the leased premises and all hallways and corridors associated with such premises at not less than three (3) year intervals.

14.

Should Lessor fail to keep the leased premises in good and tenantable condition, to make any such repairs, replacements or changes, or to do painting or wall covering within thirty (30) days after written notice from Lessee of the necessity therefore, or should Lessor commit any other breach of the lease terms and conditions, the Lessee may at its option, with approval of the Parish President, correct the same and deduct the cost thereof from the rental payments, or Lessee may, with approval of the Parish President, quit and surrender possession of the premises without further liability to Lessor hereunder, upon sixty (60) days written notice. Provided, however, that in the event of conditions requiring immediate maintenance and/or repair, including but not limited to flooding, roof leaks, failure of electrical system, etc., Lessee may at its option, and with notice to the Parish President, correct the same and deduct the cost thereof from the rental payments after reasonable attempts to contact the Lessor.

15.

Lessor agrees to do at Lessor's expense such painting and other maintenance to the exterior of the building as is necessary to maintain the building in good condition and appearance. Exterior cleanup shall be maintained constantly to insure that areas outside of leased premises, including parking facilities are trash-free. All grass and weeds shall be cut weekly during growing season and otherwise as needed. Shrubberies shall be maintained in a neat condition, with pruning as necessary. Lessor shall have sole responsibility for all maintenance and repair to the heating and air conditioning systems, plumbing systems (including plumbing fixtures), sewerage disposal systems (including septic tanks), electrical systems, light fixtures (including replacement of light bulbs and fluorescent tubes) and all other equipment furnished by Lessor.

The Lessor shall be responsible for maintaining the entire building and site in good condition throughout the term of the lease. Lessor shall make all such repairs to the premises as may become necessary because of breakage or other damages not attributable to the negligence of the Lessee, its agents, or its employees. Lessor shall be responsible for any damages to Lessee's employees, agents, invitees, visitors, and property and/or equipment that are a result of Lessor's negligence to properly maintain the premises.

16.

All communications desktop devices (intercom/paging instruments, line status indicators, computer terminals, radio/paging consoles, telephone answer-machines/consoles/sets, etc.) will be installed, maintained and paid for by the Lessee.

Communications cable/wire shall be provided in the lease space by the Lessor.

The cable/wire shall conform to a wire plan as specified in the Guideline Requirement, Specification, and Wiring Diagrams as provided by Lessee.

All communications equipment (computer controllers, modems, multiplexers, telephone system controllers, etc.) will be installed, maintained, and paid for by the Lessee. The Lessor shall provide space and environment for this equipment according to the Guideline Requirements, Specifications, and Wiring Diagrams

as provided by Lessee. The Lessor's cable/wire shall terminate in the same space as the Lessee's equipment and will be placed according to said Guideline requirements, Specifications and Wiring Diagrams.

The Lessor shall have the local telephone company provide a service entrance cable into the leased space. The telephone company's service cable shall terminate in the same room/space as the Lessor's inside cable/wire and have a minimum capacity of one pair of twisted copper wires per 100 square feet of lease space to be occupied. The Lessor shall provide the pathway(s) (conduit, trench, etc.) for the service cable according to the telephone company's requirement and the Guideline requirements, Specifications, and Wiring Diagrams.

The Lessee will order and pay for dial tone and data services from the telephone company. The Lessor shall provide interconnection between the telephone company's RJ21X demarc and the Lessor's wiring connection demarc.

17.

Lessee shall pay for electricity. Lessor shall pay for water and sewer.

18.

Complete janitorial services, including restroom and custodial supplies shall be provided by the Lessee, Lessor shall provide pest control services on a monthly basis.

19.

The parties hereto agree that no expense incurred as a result of Lessor originated changes, renovations or improvements made during the term of the lease shall be borne by the Lessee.

20.

Lessor herewith grants Lessee the right to add to or to install in the leased premises at its own expense any fixtures, appurtenances, appliances, coverings, or other such objects as Lessee may desire, provided that the installation and alterations made by Lessee do not diminish the value of the leased premises, and the right to remove at Lessee's expense upon the termination of this lease,

all such fixtures, appurtenances, appliances, coverings or other improvements placed in or on the leased premises by Lessee, provided that the Lessee restores the leased premises to substantially the same condition as existed at the time of occupancy by Lessee.

21.

If, prior to the termination of this lease, through no fault, neglect or design of Lessee, the leased premises and/or said building be destroyed by fire or other casualty, or be unfit for occupancy, then this lease shall be canceled ipso facto, unless the leased premises can be rendered fit for occupancy within one hundred twenty (120) days from the happening of such fire or other casualty and the Lessor commences the repairs to the damages within thirty (30) days of the occurrence. The Lessee shall be entitled to such reduction or remission of rent as shall be just and proportionate.

If this lease should be cancelled for such cause, Lessee shall be entitled to a credit corresponding to the unexpired term of this lease, the unearned proportion of rent shall be annulled and returned to Lessee, and Lessor shall have the right to take possession of the leased premises, discharged of this lease.

If the leased premises and/or said building be only so slightly injured by fire or other casualty as not to render the leased premises unfit for occupancy, Lessor agrees that same shall be repaired with reasonable diligence, in which event Lessee shall not be entitled to any reduction or remission of rent whatever.

22.

Lessor agrees to carry Fire and Extended Coverage Insurance on the building structure equal to 80% of its value. Lessee agrees to carry commercial general liability insurance of \$1,000,000 combined single limits per occurrence for Bodily Injury/Property Damage claims for those incidents in which the occurrence is the result of the negligence of the Lessee.

Lessor further agrees to waive any rights or claims, other than for intentional acts, against the Lessee, its agents, or employees for any loss to the premises



by fire, windstorm, hail smoke, explosion, riot, riot attending a strike, civil commotion, or damage from aircraft and vehicles.

23.

It is agreed that any assignment of this lease or the proceeds thereof must be approved in advance of such assignment, in writing, by the appropriate party. If the request to assign is by the Lessee, such assignment must be approved by the Lessor. If the request to assign is by the Lessor, such assignment must be approved by the Parish President. Approval of requested assignment shall not be unreasonably or arbitrarily withheld by either party. Provided, however, that the Parish President may condition approval of an assignment of this lease or the proceeds of this lease upon receipt of reasonable assurances from assignee of his ability and willingness to assume responsibility for performance of the terms of the lease in the event of failure of performance by the assignor.

24.

It is agreed by both Lessee and Lessor that in the event the Lessee requires adjacent additional space which could not reasonably have been foreseen at the time of execution of the lease or of the exercise of Lessee's option to extend, it shall promptly notify Lessor in writing of such requirement. Lessor shall respond in writing within fifteen (15) days of receipt of such notification whether such additional space is available.

In the event such additional space is available, the Lessor shall provide such additional space on the same basis and at the same rate as for such comparable space under the then current lease.

25.

In the event that public funding for Lessee becomes inadequate to meet the obligations of this lease, Lessee may, with the approval of the Parish President, terminate the lease or reduce the space provided and the rental due by giving sixty (60) days written notice to Lessor. The rental payment due when such a

reduction in space exercised shall be on the same terms and at the same rate per square foot as for the original space under the then current lease.

26.

All notices required under this lease shall be in writing and shall be sent by United States Mail and in the case of notices to the Lessor shall be addresses as follows or in such manner as the Lessor shall from time to time make notification to the Lessee:

ROXANN W. GORT  
P.O. BOX 127  
NORCO, LA 70079  
PHONE: 985-764-1656

Parish President  
St. Charles Parish  
Post Office Box 302  
Hahnville, La, 70057  
(985) 783-5000

IN WITNESS WHEREOF, the parties hereto have signed their names on this 21<sup>st</sup> day of July, 2005, in the presence of the undersigned competent witnesses:

WITNESS:

Frances J. Harmon  
Robert A. Dupre

LESSOR: ROXANN W. GORT

Roxann W. Gort

LESSEE: ST. CHARLES PARISH

Barbara J. Tucker  
Valerie Berthelet

BY: Albert D. Laque  
ALBERT D. LAQUE  
PARISH PRESIDENT