



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbp.net

#18

Kerri Callais
*Councilmember
at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Nathan Gorbaty
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

**Manuel "Monty"
Montelongo III**
*Councilmember
District E*

Roxanne Adams
Clerk of Council

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 4, 2016 AT SEVEN O'CLOCK P.M.

On motion of Mr. Montelongo, seconded by Mr. Lewis, it was moved to **adopt** the following ordinance:

ORDINANCE SBPC #1823-10-16

Summary No. 3421

Introduced by: Administration on 9/20/16
Public hearing held on 10/4/16

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN THE ST. BERNARD PARISH GOVERNMENT, AS LESSOR, AND THE UNO FEDERAL CREDIT UNION, AS LESSEE.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION I. That St. Bernard Parish Council does hereby approve and authorize the Parish President to execute a lease agreement, Exhibit A, attached hereto and becomes part hereof, by and between the St. Bernard Parish Government and UNO Federal Credit Union for approximately 535 sq. feet of office space in the St. Bernard Parish Government Complex Building, 8201 West Judge Perez Drive, St. Bernard Parish, La. Lessee shall have the option to the renew the lease for two additional one year terms at its expiration only if both parties agree in writing, with 30 days written notice prior to the annual expiration date from Lessee to Lessor stating Lessee's desire to exercise said option to renew. The consideration of this Lease is the payment of \$1,200 per month.

SECTION II. Effective Date. This ordinance shall become effective November 1, 2016, upon execution of the lease by all parties.

SECTION III. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion of this Ordinance with the invalid portions omitted.



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Extract #18 continued
October 4, 2016

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The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo, Lewis

NAYS: None

ABSENT: None

The Council Chair, Ms. Callais, cast her vote as **YEA**.

And the motion was declared **adopted** on the 4th day of October, 2016.

ROXANNE ADAMS
CLERK OF COUNCIL

KERRI CALLAIS
COUNCIL CHAIR

Delivered to the Parish President 10/6/2016 10:00am
Date and Time

Approved ✓

Vetoed _____

Parish President

Guy McInnis

Returned to Clerk of the Council

10/7/2016 9:20am
Date and Time

Received by

EXHIBIT "A"
SUMMARY NO. 3421
ORDINANCE SBPC #1823-10-16

COMMERCIAL LEASE AGREEMENT

STATE OF LOUISIANA
PARISH OF ST. BERNARD

The following contract of Lease is made and entered into this ___ day of _____, 2016, by and between St. Bernard Parish Government ("SBPG"), hereinafter referred to as "LESSOR", and UNO Federal Credit Union, hereinafter referred to as "LESSEE".

1.

TERM, PROPERTY LEASED, and OPTIONS

For the consideration and upon the terms and conditions hereinafter expressed, the Lessor has this day rented, let and leased unto Lessee here present and accepting the same, for a period of two years from the date of execution of this lease approximately 535 square feet of office space in the Northwest corner of the 1st floor of the St. Bernard Parish Government building located at 8201 W. Judge Perez Dr., Chalmette, Louisiana 70043. Lessee shall have the option to the renew the lease for two additional one year terms at its expiration only if both parties agree in writing.

2.

RENTAL

The consideration of this Lease is the payment of Twelve Hundred dollars (\$1200.00) per month payable by Lessee to Lessor on the first of each month. Should the rent not be paid by the 5th of any month, a \$50.00 late fee shall be assessed. Lessor shall pay/provide the following utilities: electricity, water, gas and phone. Lessee shall pay/provide its own internet service and provide its own office furnishings and office equipment.

3.

PURPOSE

Lessee will operate a credit union office on the leased premises. Lessee's use of the Leased Premises shall be in a lawful, careful, safe, and proper manner, and Lessee shall carefully preserve, protect, control and guard the same from damage, at Lessee's sole expense. Lessee shall not use the parking area or the ingress and egress area of the Premises in an unreasonable manner so as to interfere with the normal flow of traffic or the use of such areas by occupants of properties adjacent to the Leased Premises. Lessee 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. Lessee shall, on the Expiration Date or, if earlier terminated upon such termination, surrender possession of the Leased Premises in as good condition as reasonable use will permit. Lessee shall not use the Leased Premises for living quarters or as a residence. Lessee shall not use the Leased Premises for any unlawful, immoral or improper purpose, or in any manner which is contrary to law or to any directions, rules, regulations,

regulatory bodies, or officials having jurisdiction thereof or which shall be injurious to any person or property. Lessee, its employees and invitees shall be permitted to use the common rest room facilities in the common areas of the building.

4.

MAINTENANCE AND REPAIRS

- (a) Lessee shall be responsible for all damage that occurs due to its own fault.
- (b) Lessee shall not be responsible for any normal wear and tear damage that occurs during use.
- (c) Lessee shall use best and reasonable efforts to keep the premise in good repair during the term of the lease.

5.

ALTERATIONS AND IMPROVEMENTS

Lessee shall have the right to make, at no expense to Lessor, non-structural interior improvements, alterations, or additions (hereinafter collectively referred to as "Alteration") to the Leased Premises, provided that:

- (a) **No Alteration shall be made without the prior written consent of Lessor;**
- (b) No structural Alteration shall be made without an amendment to this lease and without first obtaining Lessor's written approval of plans and specifications;
- (c) No Alteration shall materially alter the character or substantially lessen the value of the Leased Premises;
- (d) No Alteration shall be commenced until Lessee has first obtained and paid for all required permits and authorizations of all regulatory bodies with respect to such Alteration;
- (e) Any Alteration shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes, and permits;
- (f) Lessee shall not decorate or paint the exterior of the Leased Premises, or any part thereof, except in such manner and of such color(s) as are approved by Lessor in writing;
- (g) Any build-out of the leased premises must be approved in writing by Lessor.
- (h) Any Alteration shall become and remain the property of Lessor unless Lessor otherwise agrees in writing.

6.

CONDITIONS

A. Lessee attests by executing this lease that Lessee has examined the Leased Premises and shall accept the leased premises "As Is." The Lessor shall not be responsible for hidden defects, including but not limited to, lead paint, asbestos, mold or mildew of any kind, structural and/or leaks in any part of the building. Lessee shall surrender the Leased Premises to Lessor upon termination of this Lease in good condition, minus normal wear and tear.

B. Lessee shall be responsible for disposing of any trash in or around the leased premises. Lessee shall not store trash and/or debris in or around the leased premises.

**7.
INSURANCE**

Lessee shall maintain at Lessee's sole expense, General Liability Insurance on the Leased Premises with minimum limit per occurrence of \$1,000,000.00 and a minimum general aggregate of \$2,000,000.00 and shall name St. Bernard Parish Government as an additional insured on said policy with a waiver of subrogation. Lessee shall provide Lessor with a Certificate of Insurance, and provide Lessor with a 30 day notice of cancellation of the above named policy. Any insurance maintained by Lessee is to be primary over any valid and collectable insurance or self-insurance maintained by Lessor. Lessee shall provide proof of insurance each year on the date and month of execution of this agreement. Lessee shall be responsible for insuring any contents in or on the leased premises. Also, Lessee shall acquire any insurance mandated by law for its employees.

**8.
ASSIGNMENT/SUBLEASE**

Lessee further agrees that it shall not assign this Lease or sublease the Leased Premises or any part thereof. Lessee expressly agrees that Lessor retains the right of ingress and egress onto the Leased Premises at any time during the term of the Lease.

**9.
HOLD HARMLESS AND INDEMNITY**

Lessee shall indemnify and hold harmless Lessor from and against any and all claims, damages, losses, and expenses of any nature whatsoever made by anyone in or on the leased premises for whatever reason, including but not limited to spectators, participants, invitees, volunteers, employees, and the like, which indemnification and hold harmless shall include but not be limited to attorneys' fees and court cost arising out of this Lease, and/or for bodily injury, sickness, disease, death, or damage to property of any nature whatsoever, including the loss of use resulting therefrom, and whether or not caused in whole or in part by any negligent act or omission of Lessee, its subcontractors, or Lessee's employees or by any participants or by any spectators or by any volunteers or by any third party or by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence of Lessor and/or the strict liability of the Lessor, its agents and employees.

**10.
NOTICES, CHOICE OF LAW, AND JURISDICTION**

A. All notices required under this Lease shall be in writing and shall be sent by Certified United States Mail and shall be addressed as follows:

LESSOR:

LESSEE:

Guy McInnis, Parish President
 St. Bernard Parish Government
 8201 West Judge Perez Drive
 Chalmette, Louisiana 70043

UNO Federal Credit Union,
 University of New Orleans
 New Orleans, Louisiana 70148

B. This Lease shall be governed by the laws of the State of Louisiana. In the event of a dispute, 34th Judicial District Court, Parish of St. Bernard shall be the exclusive jurisdiction of any and all matters pertaining to this lease.

11.

TERMINATION/CANCELLATION

In the event of a default by Lessee and/or a violation of this lease agreement by Lessee, the Lessor may terminate this lease with 15 days written notice to Lessee. All terms of this Lease Agreement shall remain in effect until the Lessee vacates the premises. After a period of twenty-four (24) months either party shall have the right in its sole discretion to terminate the lease for convenience upon giving ninety (90) days advance written notice of the termination. Should the effective date of the termination fall at some date in the middle of a month, then the rent for that month shall be prorated. (For example if the effective date of the termination is on the 14th day of a 30 day month, then the rent for that last month will be 14/30s of a full month rent.)

12.

TAXES

Lessee shall pay any and all property taxes on or related to the leased premises.

Lessee shall pay all taxes which may be lawfully charged, assessed or imposed on all of the Lessee's fixtures, equipment of any type, and on all of Lessee's personal property in the leased premises, and Lessee shall pay all license fees which may be lawfully imposed on the business of the Lessee conducted on the leased premises if applicable.

Lessee shall also pay all taxes which may be lawfully charged, assessed, or imposed by any city, state, or federal authority similar to or in the nature of sales and use taxes, license and occupancy taxes or any other charges or taxes imposed as a result of or in connection with the operation of the business of Lessee, if applicable.

Lessee shall also be responsible and liable for any and all taxes imposed by any city, state, or federal authority for or as a result of the payment of any sums to employees; including withholding taxes and any other payroll related taxes, charges, and fees, if applicable.

13.

SIGNS

Prior to placing any signs located on the outside of the Leased Premises at 8201 W. Judge Perez Drive, Lessee must obtain the approval of Lessor in writing.

14.

PARTIAL INVALIDITY

If any provision of this Lease or its application is invalid or unenforceable to any extent or in any circumstance, the remainder of this Lease or the application of this provision in other circumstances shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

15.

AUTHORITY TO EXECUTE THE LEASE

The person signing this Lease on behalf of the Lessee represents and warrants that he has full authority to do so and that this Lease binds Lessee.

IN WITNESS WHEREOF, the parties hereto have signed their names on the _____ day of _____, 2016, in the presence of the undersigned competent witnesses.

LESSOR: St. Bernard Parish Government LESSEE: UNO Federal Credit Union

By: Guy McInnis
President

Date

WITNESS:

Signature

Print Name

Date

By: *Print Name*:
Title: *Print Title*:

Date

WITNESS:

Signature

Print Name

Date