

PARISH ORDINANCE NO. PO-033-2024

AN ORDINANCE OF THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN THE PARISH OF LAFAYETTE AND THE JUDGES OF THE FIFTEENTH JUDICIAL DISTRICT COURT REGARDING OFFICE SPACE IN THE BUILDING LOCATED AT 1010 LAFAYETTE STREET, LAFAYETTE, LOUISIANA 70501, FOR THE ADULT DRUG COURT PROGRAM

BE IT ORDAINED by the Lafayette Parish Council, that:

WHEREAS, the Parish of Lafayette (hereinafter referred to as the "Parish") and the Fifteenth Judicial District Court (hereinafter referred to as the "15th JDC") each have common responsibilities, goals and objectives concerning the criminal justice system and public safety in an effort to make the community within Lafayette Parish safer, and the criminal justice system more just, efficient, and effective; and

WHEREAS, La. R.S. 33:4713 provides that the parish shall provide and bear the expenses of a suitable building and requisite furniture for the sitting of the district and circuit courts; and

WHEREAS, one of the specialty courts of the 15th JDC is the Adult Drug Court; and

WHEREAS, the 15th JDC needs office space for the Adult Drug Court Program; and

WHEREAS, the Lafayette Parish Police Jury currently owns certain immovable property located at 1010 Lafayette Street, Lafayette, Louisiana 70501, and a portion of the building, located at 1010 Lafayette Street, Lafayette, Louisiana 70501, consisting of 1,360 square feet of office space as more particularly designated in Exhibit A, attached hereto, (hereinafter referred to as the "Leased Premises") is currently vacant; and

WHEREAS, the Parish desires to lease to the 15th JDC the Leased Premises for use by the Adult Drug Court Program; and

WHEREAS, 15th JDC desires to lease from the Parish the Leased Premises for use by the Adult Drug Court Program; and

WHEREAS, La. R.S. 41:1291 provides that, "any political subdivision or agency of the state of Louisiana is hereby authorized, without advertisement for bids, to lease for any legitimate purpose... to or from any other political subdivision, the state of Louisiana or any agency thereof, or the United States of America or any agency thereof, any public lands and improvements thereon of which it has title, custody, and possession," and

WHEREAS, for the general welfare of the citizens of the Parish of Lafayette, the Lafayette Parish Council desires to authorize the execution of the lease with the 15th JDC.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Lafayette Parish Council, that:

SECTION 1: All of the aforescribed “Whereas” clauses are adopted as part of this ordinance.

SECTION 2: The Lafayette Parish Council hereby authorizes the Lafayette Mayor-President to lease the Leased Premises identified in Exhibit A to the 15th JDC and to execute the Lease Agreement with the Judges of the Fifteenth Judicial District Court, in substantially the same form as attached hereto. The Lafayette Parish Council hereby further authorizes the Lafayette Mayor-President to execute any and all other documents associated therewith.

SECTION 3: The Lafayette Parish Council hereby further authorizes the Lafayette Mayor-President to take any and all other action in connection with the Lease Agreement in carrying out the intent of this ordinance.

SECTION 4: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, whichever occurs first.

* * * * *

LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN that, on the dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, appear the following parties, to-wit:

PARISH OF LAFAYETTE, a political subdivision of the State of Louisiana, represented herein by Monique B. Boulet, its duly authorized Mayor-President, pursuant to Parish Ordinance No. PO-____-2024, adopted by the Lafayette Parish Council on ____ day of _____, 2024, a copy of which is attached hereto by reference (hereinafter referred to as "Lessor" or the "Parish"); and

JUDGES OF THE FIFTEENTH JUDICIAL DISTRICT COURT, represented herein by its Chief Judge, the Honorable Susan Theall, and the Honorable Valerie Gotch Garrett, Drug Court Judge, duly authorized by a Resolution of the Judges of the Fifteenth Judicial District Court, adopted on the ____ day of _____, 2024, a copy of which is attached hereto and made a part hereof (hereinafter referred to as "Lessee" or the "15th JDC").

who, having been duly sworn, enter into this Lease Agreement (hereinafter referred to as the "Lease Agreement") effective as of the ____ day of _____, 2024, (hereinafter referred to as the "Effective Date") subject to the following terms and conditions:

WITNESSETH:

WHEREAS, the Parish and the 15th JDC each have common responsibilities, goals and objectives concerning the criminal justice system and public safety in an effort to make the community within Lafayette Parish safer, and the criminal justice system more just, efficient, and effective.

WHEREAS, La. R.S. 33:4713 provides that the parish shall provide and bear the expenses of a suitable building and requisite furniture for the sitting of the district and circuit courts.

WHEREAS, one of the specialty courts of the 15th JDC is the Adult Drug Court Program.

WHEREAS, the 15th JDC needs office space for the Adult Drug Court Program; and

WHEREAS, the Lessor currently owns the Leased Premises (as more particularly defined hereinbelow), and a portion of the Leased Premises are currently vacant.

WHEREAS, Lessor desires to lease to Lessee the Leased Premises for use by the Adult Drug Court Program.

WHEREAS, Lessee desires to lease the Leased Premises for use by the Adult Drug Court Program.

WHEREAS, La. R.S. 41:1291 provides that, "any political subdivision or agency of the state of Louisiana is hereby authorized, without advertisement for bids, to lease for any legitimate purpose... to or from any other political subdivision, the state of Louisiana or any agency thereof, or the United States of America or any agency thereof, any public lands and improvements thereon of which it has title, custody, and possession"

WHEREAS, the execution of this Lease Agreement and the proposed benefits, as described herein, to be received by the Lessor exceed the value of the obligations undertaken by the Lessor; such benefits include, but are not limited to:

- a. The annual rental payments;
- b. The maintenance of the Leased Premises and insurance associated therewith, as set forth herein; and
- c. The services contributed to the criminal justice system which will increase public safety, promote fiscal responsibility, and support economic growth within the community of Lafayette Parish.

WHEREAS, considering the benefits, this Lease Agreement is not a gratuitous donation.

WHEREAS, the Lessor and Lessee are authorized and empowered to enter into this Lease Agreement under the provisions of law noted herein.

NOW, THEREFORE, in consideration of the covenants set forth herein, the Lessor and Lessee do hereby agree and contract, as follows.

1. **LEASED PREMISES:** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, 1,360 square feet of office space, located on the fourth floor of the building located at municipal address of 1010 Lafayette Street, Lafayette, Louisiana, 70501, to be used by the 15th JDC Adult Drug Court Program (hereinafter referred to as the "Leased Premises") which is more particularly identified in Exhibit A, attached hereto and made a part hereof.

2. **TERM OF LEASE:** The term of the Lease Agreement shall be for one (1) year commencing on the Effective Date and ending on the ___ day of ___, 2024 (hereinafter referred to as the "Base Term").

3. **RENTAL AMOUNT:** During the Base Term, Lessee shall pay Lessor a monthly lease amount of Five Hundred Thirty-Three Dollars and 33/100 (\$533.33) Dollars, due no later than the 5th of each month.

Lease payments shall be made payable to and mailed as follows:

Parish of Lafayette
Attn: Accounting Division
P.O. Box 4017-C
Lafayette, LA 70520-4017

unless the Lessee is notified, in writing by the Lessor, of any change in payee or address at least sixty (60) days before the effective date of the change.

4. ADDITIONAL RENTAL/CONSIDERATION: Lessor and Lessee hereby further agree that as further consideration of the monetary rental amount paid, Lessor shall receive the benefit of Lessee's services to the criminal justice system, which will increase public safety, promote fiscal responsibility, and support economic growth within the community of Lafayette Parish.

5. INSURANCE REQUIREMENTS: Lessee shall, at its sole cost and expense, maintain Commercial General Liability insurance; said policy shall include insurance with limits of at least \$1,000,000.00 per occurrence for Bodily Injury and Property Damage. At a minimum, the policy shall cover Premises Operations, Independent Contractors, Products and Completed Operations, Explosion, Collapse, Underground Hazard, Broad Form Contractual Liability and Broad Form Property Damage.

The Parish of Lafayette, its officials and employees shall be named as additional insureds on the Commercial General Liability policy. A Certificate of Insurance shall be furnished by Lessee and effective when this Lease Agreement commences and shall provide for written notice to Lessor thirty (30) days prior to cancellation or modification of any policy of insurance required hereunder.

6. LIABILITY FOR ACTS OF LESSEE: Nothing contained herein and no action of the Lessee, its employees, agents, officers, invitees, and volunteers shall cause Lessor to incur liability whatsoever to Lessee, its employees, agents, officers, invitees, and volunteers. At no time shall Lessor be held liable and/or answerable for any negligent and/or intentional act or omission of such individuals or be deemed liable and/or responsible for any injuries, losses, and/or damages sustained by said persons while on the Leased Premises made the subject of this Lease Agreement.

Lessee, its employees, agents, officers, invitees, and volunteers will have no cause of action against and will not assert a claim against Lessor, its officials and employees as an employer, whether pursuant to the Louisiana Workers' Compensation Act or otherwise, under any circumstance. The Lessor and Lessee agree that Lessor shall under no circumstances be considered as the employer or statutory employer of Lessee, its employees, agents, officers, invitees, and volunteers. Nothing in this Lease Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Lessor and either Lessee, its employees, agents, officers, invitees, and volunteers.

7. **HOLD HARMLESS AND INDEMNITY:** Lessee shall, at its expense, defend, indemnify and hold harmless Lessor and its officers, employees, agents, contractors, and subcontractors, of and from all actual, potential or claimed liability or strict liability, demands, claims, differences, causes of action, rights of action and/or other disputes which arise out of any acts or omissions of the Lessee, its employees, agents, officers, invitees, and volunteers, as a result of the use of the Leased Premises made the subject of this Lease Agreement. This indemnification shall survive the termination or expiration of this Lease Agreement.

8. **JANITORIAL SERVICE:** Lessor shall be responsible for janitorial service within the identified Leased Premises.

9. **MAINTENANCE:** Lessee shall be responsible for the condition of the Leased Premises upon its occupancy of such, on an "as is, where is" basis, except for any defects or items requiring maintenance and/or repair prior to the commencement of this Lease Agreement. Except for any defects or items requiring maintenance and/or repair prior to the commencement of this Lease Agreement and upon occupancy of the Leased Premises, Lessee agrees to pay for all ordinary repairs and maintenance in said Leased Premises that may be necessary during the term of the Lease Agreement due to Lessee's use of the Leased Premises.

Lessor shall provide, repair, and maintain in good order and condition the structural portions of the Leased Premises, including interior and exterior walls, roof, foundation, gutters, windows, adequate heating and air conditioning systems to accommodate the Lessee's purposes and uses as set forth herein below, electrical and plumbing fixtures and improvements. However, such repairs required as a result of the fault or neglect of Lessee, its employees, agents, officers, invitees, and volunteers shall be made by Lessee at its own expense.

10. **UTILITIES:** Lessor shall be responsible for the payment of the utilities that are associated with the Leased Premises described herein.

11. **ALTERATIONS.** Prior to occupancy of the Premises, the Lessor shall add two (2) walls, two (2) doors and paint the same as noted on the site plan attached hereto as Exhibit A-1. Lessee shall make no alterations or additions to the Leased Premises without written permission of Lessor, which consent shall not be unreasonably withheld. Any such additions or changes made to the Leased Premises by Lessee shall be removed from the Leased Premises upon termination of this Lease, or shall thereafter become the property of Lessor at the termination of this Lease, without any right of reimbursement therefor. Any alterations or additions made by Lessee to the Leased Premises shall be performed in a good and workmanlike manner, and in compliance with all governmental requirements and permits. Lessee shall secure sufficient builder's risk, liability, and workers' compensation insurance, naming Lessor as an additional insured and provide evidence of such insurance coverage to Lessor prior to commencement of any work. Lessee shall only use a licensed and bonded contractor for any such work, Lessee warrants that the contractor and all subcontractors, laborers and suppliers shall be paid in a timely manner; and Lessee hereby shall indemnify Lessor (including attorney fees) against liens for any work performed, material furnished, or obligations incurred by or on behalf of Lessee,

Lessee shall keep the Leased Premises free from any such liens, and Lessee shall discharge or bond any lien filed within ten (10) days after the filing thereof.

12. USE OF PREMISES.

a. The Leased Premises herein leased shall be used as office space and operation of the 15th JDC Adult Drug Court Program, and for no other purpose without the prior written consent of Lessor. Lessee shall not use any portion of the Leased Premises for any purpose that is unlawful or in violation of any laws nor for any purpose that tends to injure or depreciate the property. Lessee shall not do any act or follow any practice relating to the Leased Premises, which shall constitute a nuisance. Lessee's duties in this regard shall include allowing no noxious or offensive odors, fumes, gases, smoke, dust, steam or vapors, or any loud or disturbing noise or vibrations to originate in or emit from the Leased Premises. Nothing shall be placed or done on the Leased Premises by Lessee, which shall cause forfeiture of any insurance. Any violation of this provision shall permit the Lessor at its option to immediately cancel this Lease upon written notice to Lessee.

b. Lessee shall exercise due care in its use and occupancy of the Leased Premises and shall not commit or allow waste to be committed on any portion of the Leased Premises; and at the expiration or earlier termination of the Lease, Lessee shall deliver the Leased Premises to Lessor in as good condition as the Leased Premises were at the Lease inception, ordinary wear and tear and acts of God and condemnation excepted.

c. Lessee shall hold Lessor harmless from any claims, liabilities, penalties, fines, costs, expenses or damages resulting from the failure of Lessee to comply with the provisions above. This indemnification shall survive the termination or expiration of this Lease.

13. AMENDMENTS: This Lease Agreement may be amended at any time during the term of the Lease Agreement by written agreement executed by the parties hereto.

14. DEFAULT: Lessee shall be deemed to be in default or breach of the terms of this Lease Agreement in the event of the occurrence of the following:

a. If Lessee shall fail to make payment of the lease/rental amount when due, and if such default shall continue for thirty (30) days after, Lessor shall have given written notice to Lessee specifying such default and demanding that same be cured; or

b. If Lessee shall default in the observance or performance of any other provision of this Lease Agreement, and if such default shall continue for thirty (30) days after Lessor shall have given written notice to Lessee specifying such default and demanding that the same be cured, unless otherwise provided herein.

15. TERMINATION OF LEASE: In the event of a default or breach by Lessee as specifically provided hereinabove, Lessor shall have the right to terminate the Lease Agreement. Notwithstanding anything contained herein to the contrary, Lessee may terminate this Lease Agreement upon providing the Lessor sixty (60) days written notice of the termination.

16. **ATTORNEY'S FEES:** In the event that it becomes necessary for Lessor to employ an attorney at law as a result of a default or breach by Lessee of its obligations under the terms of the Lease Agreement, or to enforce the terms of the Lease Agreement, then Lessor shall be entitled to recovery of reasonable attorney's fees from Lessee of not more than twenty-five (25%) per cent of the total amount due as a result of said default or breach.

17. **ENTIRE AGREEMENT:** This Lease Agreement and the attached Exhibits shall contain the entire agreement and understanding between the parties and shall be binding upon Lessor and Lessee, their respective heirs, successors and assigns and shall be governed by Louisiana law.

18. **PARTIAL INVALIDITY.** If any provision of this Lease Agreement or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be effected thereby and each provision of this Lease Agreement shall be valid and enforced to the fullest extent permitted by law.

19. **CONSTRUCTION OF LEASE.** The language in all parts of this Lease Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either Lessor or Lessee. Section headings in this Lease Agreement are for convenience only and are not to be construed as part of this Lease Agreement or in any way defining, limiting or amplifying the provisions thereof.

20. **SURVIVAL.** All obligations to be performed after the term of this Lease Agreement shall survive this Lease Agreement.

21. **RECITALS.** The parties acknowledge that the Recitals/Whereas provisions are an integral part of this Lease Agreement and are explicitly made part of this Lease Agreement and are fully incorporated herein.

[Signatures on next pages]

THUS DONE AND PASSED as to the Lessor at Lafayette, Louisiana, on the _____ day of _____, 2024, in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearer and the undersigned, Notary, after due reading of the whole.

WITNESSES:

Lessor:

PARISH OF LAFAYETTE

Print: _____

By: _____
Monique B. Boulet
Lafayette Mayor-President

Print: _____

NOTARY PUBLIC
Print Name: _____
Notary Identification No. _____

THUS DONE AND PASSED as to the Lessee, at Lafayette, Louisiana, on the ___ day of _____, 2024, in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearer and the undersigned, Notary, after due reading of the whole.

WITNESSES:

Lessee:

JUDGES OF THE FIFTEENTH JUDICIAL
DISTRICT COURT

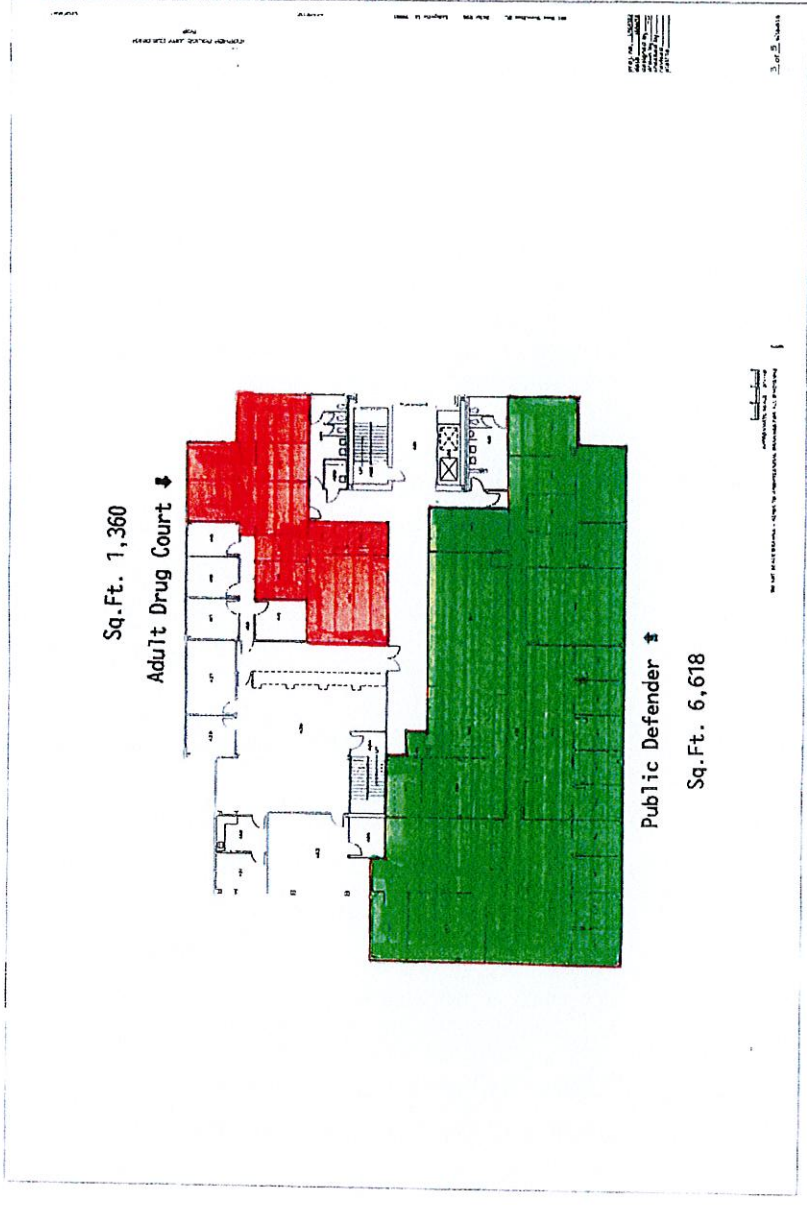
Print: _____

By: _____
Susan Theall
Chief Judge

Print: _____

By: _____
Judge Valerie Gotch Garrett
Drug Court Judge

NOTARY PUBLIC
Print Name: _____
Notary Identification No. _____



PHD
& small
S. 1011
D. 1011

