



St. Bernard Parish Council

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

#25

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 2, 2018 AT SEVEN O'CLOCK P.M.

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

ORDINANCE SBPC #2094-10-18

Summary No. 3629

Introduced by: Council on 9/18/18
Public Hearing held on 10/2/18

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO LEASE PARISH PROPERTY LOCATED AT 100 VIRTUE DRIVE, CHALMETTE LOUISIANA 70043 TO NUNEZ COMMUNITY COLLEGE.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

WHEREAS, the St. Bernard Parish Council authorizes and approves the Parish President to enter into a lease for the above described property to Nunez Community College;

WHEREAS, the draft lease agreement is Exhibit A attached hereto;

WHEREAS, the purpose of this Lease is to authorize Nunez Community Property to use the Property consistent with its mission to provide education.

SECTION 1. St. Bernard Parish Council, the governing authority for St. Bernard Parish, does hereby authorize the Parish President to enter into a lease agreement to lease the property, buildings and improvements located at 100 Virtue Drive, Chalmette Louisiana 70043 to Nunez Community College.

SECTION 2. The President of St. Bernard Parish Government is hereby authorized to execute any documents necessary to lease 100 Virtue Drive, Chalmette Louisiana 70043.

SECTION 3. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

SECTION 4. 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



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Extract #25 continued

October 2, 2018

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hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.

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

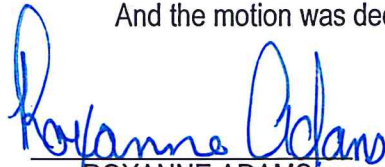
YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo

NAYS: None

ABSENT: Lewis

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

And the motion was declared **adopted** on the 2nd day of October, 2018.


ROXANNE ADAMS
CLERK OF COUNCIL


KERRI CALLAIS
COUNCIL CHAIR

Delivered to the Parish President

10/4/18 2:55pm
Date and Time

Received by

Margen Campo

Approved ☒

Vetoed ☐

Parish President


Guy McInnis

Returned to Clerk of the Council

10/5/2018 1:03pm
Date and Time

Received by

Jennifer Lemaire

COMMERCIAL LEASE AGREEMENT

STATE OF LOUISIANA PARISH OF ST. BERNARD

The following contract of Lease is made and entered into this ____ day of _____, 2018, by and between St. Bernard Parish Government, hereinafter referred to as "Lessor", and Nunez Community College, hereinafter referred to as "Lessee".

1.

TERM, PROPERTY LEASED

For the consideration and upon the terms and conditions hereinafter expressed, Lessor has this day rented, let and leased unto Lessee and Lessee accepting the same, for a period of ninety-nine years from the date of execution of this lease the buildings and improvements located at 100 W. Virtue Street, Chalmette, Louisiana, more particularly described as follows:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Bernard, State of Louisiana, in that portion thereof known as VERSAILLES SUBDIVISION, being a resubdivision of the north one-half square of Block 209, situated in Section 6, T 13 S, R 12 E and Section 46, T 12 S, R 12 E, which portion is designated on a survey of Eugene I. Estopinal, C.E., dated March 3, 1978, approved by resolution of the Police Jury of St. Bernard Parish on April 4, 1978, registered in COB 154, folio 153, more particularly described as LOT NO. 1 in the square bounded by Vertu (Virtue) Street, Montesquieu Street, Magnolia (Fores) Street and Paris Road. Lot No. 1 forms the corner of Vertu (Virtue) Street and Montesquieu Street and measures thence 116.42 feet front on Vertu Street, the same width in the rear, by a depth of 169.19 feet between equal and parallel lines.

Being the same property acquired by SDT, Inc., from Sandra Graffagnini Gorbaty, wife of/and David S. Gorbaty, Joann Celino Lane, wife of/and John R. Lane, and Michael Gorbaty, by act before Linda K. Sukman, Notary Public, dated June 27, 2007 and registered in COB 857, folio 391.

Being the same property acquired by Progressive Waste Solutions of LA, Inc. f/k/a IESI Corporation by act before Michael Hubbell, Notary Public, dated June 1, 2011 and registered in COB 1017, folio 525.

Property bears municipal address: 100 W. Virtue Street, Chalmette, LA

hereinafter referred to as the "Leased Premises."

2.

RENT AND UTILITIES

- A. The consideration of this Lease is the payment of One dollar (\$1.00) per year payable by Lessee to Lessor on the first of each year.
- B. Lessor does not provide any utilities. Lessee shall pay/provide all utilities including but not limited to water, electricity, gas (if applicable), internet service, cable, and phone.

3.

PURPOSE

Lessee will engage in activities related to Nunez Community College's mission of providing education. 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.

4.

MAINTENANCE AND REPAIRS

- (a) Lessee shall be responsible for **all** maintenance and repairs to the Leased Premises.
- (b) Lessee shall be responsible for all damage that occurs, except that 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, alterations and improvements **ONLY** with the prior written consent of Lessor.

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, to the Leased Premises. 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 purchase and maintain, for the duration of the contract, insurance for any and all claims including but not limited to injuries to persons or damages to property which may arise from or in connection with Lessee's occupation of the Leased Premises. Lessee agrees to maintain the following insurance and to comply with the following provisions:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee.

If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law, coverage shall be included and include crewmembers or vessels including transportation, wages, and maintenance with the Employers Liability limit increased to a minimum of \$1,000,000. Coverage with an "In Rem" endorsement should the work to be performed involve watercraft.

2. Commercial General Liability

Commercial General Liability insurance, Broad Form Damage, including Personal and Advertising Injury Liability, Contractual Liability for Lessee's obligation assumed hereunder, Independent Lessees Coverage, Premises/Operations and Products/Completed Operations. There shall be a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

If applicable, coverage for occurrences results from blasting, explosion or collapse, damage to underground property and injury or destruction of any property resulting there from.

3. Property, Fire & Flood

Lessee agrees that, at all times during the term, it will keep the entire building and the premises continuously insured against loss or damage by fire and all other risks covered by the standard extended coverage endorsements from time to time available in amounts not less than the appraised value of the building and that it will maintain flood insurance in the maximum amount available through the National Flood Insurance Program.

4. Excess Umbrella

Excess Umbrella insurance may be used to meet the minimum requirements for General Liability.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the St. Bernard Parish Government. **Lessee shall be responsible for all deductibles and self-insured retentions.**

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability

- a. The St. Bernard Parish Government, its officers, agents, employees and volunteers shall be named as an Additional Insured with a Waiver of Subrogation as regards negligence by Lessee. ISO Form CG 20 10 (or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the parish.
- b. Lessee's insurance shall be primary as respects the St. Bernard Parish Government, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the St. Bernard Parish Government shall be excess and non-contributory of Lessee's insurance.
- c. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the St. Bernard Parish Government, its officers, agents, employees and volunteers for losses arising from any work performed by Lessee for the St. Bernard Parish Government.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (Lessee or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the St. Bernard Parish Government. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Lessee's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release Lessee from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the St. Bernard Parish Government for payment of premiums or for assessments under any form of the policies.

- d. Any failure of Lessee to comply with reporting provisions of the policy shall not affect coverage provided to the St. Bernard Parish Government, its officers, agents, employees and volunteers.
- e. If Lessee maintains higher limits than the minimum show herein, the St. Bernard Parish Government shall be entitled to coverage to the higher limits maintained by Lessee.
- f. If Lessee does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract and that Lessee is liable for any losses or delays.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, Lessee shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Lessee shall furnish the St. Bernard Parish Government with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the St. Bernard Parish Government before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Lessee shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The St. Bernard Parish Government reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of Lessee to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the St. Bernard Parish Government, may be suspended, discontinued or terminated. Failure of Lessee to purchase and/or maintain any required insurance shall not relieve Lessee from any liability or indemnification under the contract.

F. SUBCONTRACTORS

If the Lessee uses a subcontractor, all subcontractors shall be listed as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by

each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The St. Bernard Parish Government reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Lessee is not required to provide or fails to provide workers compensation coverage, the parties hereby agree that Lessee, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the St. Bernard Parish Government, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance.

The parties also hereby agree that the St. Bernard Parish Government, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Lessee, its owners, agents and employees. The parties further agree that Lessee is a wholly independent Lessee and is exclusively responsible for its employees, owners, and agents. Lessee hereby agrees to protect, defend, indemnify and hold the St. Bernard Parish Government, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise in any way related to this lease.

8.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Lessee agrees to protect, defend, indemnify, save, and hold harmless, the St. Bernard Parish Government, all Departments, Agencies, Boards and Commissions, its officers, elected officials, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Lessee, its agents, servants, employees and/or invitees, or any and all costs, expenses and/or attorney fees incurred by Lessee as a result of any claims, demands, suits or causes of action, related in any way to this Lease or the Lessee's use of the Leased Premises, except those claims, demands, suits, or causes of action arising out of the sole negligence of the St. Bernard Parish Government, Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers. Lessee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto.

9.

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.

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:

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

LESSEE:

Tina M. Tinney, Ed.D., Chancellor
Nunez Community College
3701 Paris Road
Chalmette, Louisiana 70043

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 or arising out of this lease.

11.

TERMINATION/CANCELLATION

A. TERMINATION FOR DEFAULT

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 thirty (30) days written notice to Lessee. All terms of this Lease Agreement shall remain in effect until the Lessee vacates the premises. 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.)

B. TERMINATION FOR CONVENIENCE

Each party shall have the right to terminate the lease for any reason upon giving the other party one hundred and eighty (180) days advance notice in writing.

12.

TAXES

(a) Lessee shall pay any and all property taxes, if any, on or related to the leased premises.

(b) 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.

(c) 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.

(d) 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. 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 persons signing this Lease on behalf of the Lessor and Lessee represent and warrant that they have full authority to do so and that this Lease binds the Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have signed their names on the _____ day of _____, 2018, in the presence of the undersigned competent witnesses.

LESSOR: St. Bernard Parish Government

LESSEE: Nunez Community College

By: Guy McInnis
President

By: Tina M. Tinney

Date

Date

WITNESS for Lessor's signature:

WITNESS for Lessee's signature

Signature

Signature

Print Name

Date

Date