

K23-692

**LEASE AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND**

NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY

THIS LEASE (the “**Lease**”) is made and entered into by and between New Orleans Baptist Theological Seminary, represented by either James K. Dew, President or Larry Lyon, VP BSN, (the “**Lessor**”), and the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**Lessee**”). The Lessor and the Lessee may collectively be referred to as the “**Parties**.” This Lease is effective as of January 1, 2023 (the “**Effective Date**”).

WHEREAS, Lessor owns a building with office space at 3901 Chef Mentour Highway, New Orleans, Louisiana 70126 (the “**Property/Office Space**”); and

WHEREAS, Lessor is willing to rent the Office Space to Lessee; and

WHEREAS, Lessor and Lessee, each having authority to do so, desire to enter into the Lease to rent the Office Space for one-year; and

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree as follows:

Article 1. Leased Premises.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Office Space at the Property (the “**Premises**”).

Article 2. Term and Termination.

2.1 The term of this Lease will commence on the Effective Date and terminate on December 31st, 2023 (the “**Term**”).

2.2 Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of the termination at least thirty (30) calendar days before the intended date of termination.

2.3 Termination for Cause. The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. “Cause” includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

2.4 Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice, and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

Article 3. Rent, Installments, Subject to Appropriation.

3.1. In consideration of Lessee's right to occupy the Premises, Lessee agrees to pay to Lessor a rent in an amount equal to \$8,000.00 during the Term of the Lease (the "Rent").

3.2. The Rent will be paid by Lessee to Lessor in four equal installments in the amount of \$2,000.00, every three months, during the Term of the Lease.

3.3. The Rent owed to Lessor during the Term of the Lease is contingent upon the appropriation and allocation of funds by Lessee.

Article 4. Use.

4.1. Lessee is granted the right during the Term of this Lease to use the Premises, which are available for twenty-four (24) hours a day, seven (7) days of the week, and for three hundred and sixty-five (365) days per year.

4.2. Because the air conditioning is provided on an automated and scheduled basis, Lessee will be responsible to inform Lessor of any changes in schedule with at least seventy-two (72) hours' notice, and Lessor will provide air conditioning up to the above stated availability. The normal schedule for air conditioning for the Premises is from 06:00 A.M. to 10:00 P.M. from Monday through Friday.

Article 5. Utilities.

Lessor will be responsible for paying for all utilities consumed by Lessee upon the Premises.

Article 6. Maintenance and Repair.

Lessor will be responsible for all maintenance and repairs to the Premises. In the case that repairs to the Premises are needed, Lessee will be responsible for making a request through Lessor's facilities.

Article 7. Access.

7.1. Lessee will have a private entrance into the Premises on the second floor. However, Lessee acknowledges that there are portions of the Property that are open to public use (for instance the U.S. Post Office and Lifeway Book Store that occupy space on the first floor of the Property).

7.2. Due to the sensitivity and confidentiality of Lessee's use of the Premises, it is agreed that Lessor will only enter the Premises when accompanied by an agent or representative of Lessee. Lessor does reserve the right to enter the Premises without an agent or representative in the event of an emergency or to make emergency repairs, but Lessor will notify Lessee as soon as is practical under the circumstances.

Article 8. Insurance.

Lessee is a self-insured, political subdivision, and Lessee will make the Premises part of its public liability self-insured program.

Article 9. Lien or other Right to Lessee's Property.

Lessor acknowledges that Lessee is a governmental subdivision and as such forbidden by

Article 7, Section (14)(A) of the 1974 State Constitution from granting any lien or other right in its property, and accordingly Lessor waives any landlord's right or privilege that it might otherwise have under law in and to any of Lessee's property that may now or hereafter be on or within the property herein leased.

Article 10. Creature of Government.

It is understood and agreed that Lessee is a creature of government. Should the appropriation to Lessee's Department of Property Management or Department of Police be cut off or reduced so that its continued operation is no longer feasible, the Lease may be terminated upon the giving of thirty (30) days' written notice by Lessee to Lessor. If Lessee is ordered to cease operations by virtue of an act of the Federal or State Government, is not funded by the New Orleans City Council, or ordered to cease operations by any court of competent jurisdiction, the Lease will terminate coincidentally with said order. Under these circumstances, all Lease payments shall cease and the liability of Lessee, therefore, shall also cease.

Article 11. Miscellaneous Provisions.

11.1. Amendment. This Lease can only be modified or amended with the written consent of both parties.

11.2. Audit and Other Oversight. The Contractor will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information relating to the Lease as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

11.3. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

11.4. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

11.5. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

11.6. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied

knowledge of the Contractor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Agreement without regard to the Contractor's otherwise satisfactory performance of the Agreement.

11.7. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

11.8. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, the unenforceable provision shall be fully severable. The remaining provisions of the Agreement shall remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

11.9. Convicted Felon Statement. Lessor swears that it complies with City Code § 2-8(c). No Lessor principal, member, nor officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

11.10. Non-Solicitation Statement. Lessor swears that it has not employed nor retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the Agreement. Lessor has not paid nor agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the Agreement.

11.11. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code, entitled, "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations under this Lease and Louisiana law.

Article 12. Electronic Signature and Delivery

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an originally signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[The remainder of this page is intentionally left blank.]

[SIGNATURES CONTAINED ON THE NEXT PAGE.]

IN WITNESS WHEREOF, Lessor and Lessee, through their duly authorized representatives, execute this Lease.

WITNESS FOR LESSOR

Brett Allen
By: 7/24/23
Date

LESSOR:

NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY THROUGH EITHER

By: James K. Dew
Its: President
Date: [Signature]
By: Larry Lyon
Its: VP, BSN
Date: 7/24/23

WITNESS FOR LESSEE

[Signature]
By: 8/14/23
Date

LESSEE:

CITY OF NEW ORLEANS THROUGH

[Signature]
By: LaToya Cantrell
Its: Mayor
Date: 8/14/23

**FORM AND LEGALITY APPROVED:
LAW DEPARTMENT**

By: [Signature]
Printed Name: Tracy [Signature]