**INTERGOVERNMENTAL AGREEMENT PURSUANT TO**

**THE LOCAL SERVICES LAW**

The parties appearing herein are:

**ST. GEORGE FIRE PROTECTION DISTRICT NO. 2**, a political subdivision of the State of Louisiana, appearing herein through its duly authorized Fire Chief, Gerard C. Tarleton (hereinafter “Lessor”); and,

**CITY OF ST. GEORGE**, a political subdivision of the State of Louisiana, represented herein by the duly authorized Mayor, Dustin Yates.

And those parties do declare as follows:

 **WHEREAS**, Lessor provides fire protection, fire prevention and other emergency services within Lessee’s geographical boundaries;

 **WHEREAS,** close proximity between Lessor and Lessee administrative offices would foster cooperation between Lessor and Lessee, support public safety, and reduce administrative costs;

 **WHEREAS,** Lessor presently has unused space and related infrastructure at its administration building, which is located at 14100 Airline Highway, St. George, LA 70817;

 **WHEREAS,** Lessee is a newly formed city that needs space for administrative and governmental offices;

 **WHEREAS**, Lessor desires to let, and Lessee desires to lease, Lessee’s unused space and related infrastructure at a fair market rental rate;

 **WHEREAS,** both Lessor and Lessee find that entering into this written Lease Agreement is in the public’s best interest;

**NOW THEREFORE**, and pursuant to The Local Services Law, La. R.S. 33:1321 *et seq.*, Lessor and Lessee agree, covenant and bind themselves as follows:

**Section 1. Incorporation of Recitations**

The foregoing recitations are incorporated into, and made part of, this Agreement.

**Section 2: Premises.**

2.1 Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, upon and subject to the terms of this Agreement the, following premises:

**An area consisting of approximately 3706 square feet (more or less) on the first floor of Lessor’s Administrative Building located at 14100 Airline Highway, St. George, LA 70817, which premises are more specifically described on Exhibit A, which is made part hereof.**

(hereinafter sometimes referred to as "leased premises" or “the premises”). The leased premises is attached as Addendum “A”.

2.2 Lessee hereby acknowledges and agrees that there are other offices in the building which are, or will be, occupied by other Lessee’s, Lessor and/or visitors with whom Lessee will have to share common areas and certain inconveniences. Lessee shall not disturb the peaceable possession of the occupants of other areas and offices in the building.

2.3 Additional services to be provided by lessor to lessee are janitorial, utilities (electric, water, and gas), information technology services (“IT”) including network setup, maintenance, and technical support, as well as any monthly dues and fees for said services.

**Section 3: Term of Lease**

3.1 The primary term of this Lease shall commence at 12:01 a.m. on June 1, 2024 and end at 11:59 p.m. on December 31, 2025.

3.2 The optional secondary term of this lease shall commence at 12:01 a.m. on January 1, 2026 and shall end at 11:59 p.m. on December 31, 2030.

3.3 This Lease shall not automatically renew or reconduct.

3.4 In the event that Lessee desires to renew this Lease for the secondary term, Lessee shall provide Lessor with written request for such renewal no later than 5:00 p.m. on October 1, 2025. Lessor shall respond to Lessee’s request no later than 5:00 p.m. on November 30, 2025. In the event that Lessor fails to respond to Lessee by this time and date, Lessee’s request to renew this Lease for the secondary term shall be deemed accepted.

**Section 4: Construction, Improvements and Compliance**

3.1 Except as otherwise provided herein, Lessee shall bear in its entirety the cost of all improvements, constructions and work of any kind or character, as well as costs for trade fixtures and all personal property necessary for the operation of the business of Lessee.

4.2 Lessee shall be solely responsible for ensuring that the premises comply with applicable city, parish, state and federal laws and regulations (including, but not limited to, the Americans with Disabilities Act).

4.3 All improvements, constructions and work of any kind or character performed by Lessee are subject to Lessor’s prior written approval.

4.4 In addition to all other obligations under this Lease, at the termination of this Lease or any extensions hereof, Lessee shall restore premises to their original condition at Lessee’s sole cost and expense. Additionally, Lessee shall leave premises in rentable condition, including with all walls and fixtures intact.

**Section 5: Rent**

5.1 During the primary term of this Lease, Lessee shall pay Lessor rent for the premises at the following rates: TWENTY-FIVE DOLLARS AND 53/100 ($25.53) per square foot totaling SEVEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS AND 00/100 ($7,887.00) per month during the lease term.

5.2 During the secondary term of this Lease, Lessee shall pay Lessor rent for the premises at the following rates: TWENTY-FIVE DOLLARS AND 53/100 ($25.53) per square foot totaling SEVEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS AND 00/100 ($7,887.00) SEVEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS AND 00/100 ($7,887.00) per month during the lease term.

5.3 The rental payment for the first year of this lease shall be due NINETY (90) days after Lessee first receives the 2% sales tax revenue from East Baton Rouge Parish. Thereafter, Lessee shall make rental payments to no later than the 5th day of each calendar month.

5.4 Upon receipt of the sales tax revenue, Lessee shall give notice to Lessor whereby Lessor will determine the total amount of past due rent plus any amounts owed on that date of notice which Lessee shall pay in equal monthly installments on the first of each month in additional to the monthly rental rate until paid in full.

**Section 6: Lessor’s Insurance Option**

In the event that Lessee fails to procure and or maintain any of the insurance required under this Lease, Lessor may procure, but is not required to procure, such insurance for Lessee at Lessee’s sole expense.

**Section 7: Utilities and Infrastructure**

7.1 Lessor shall pay for all utilities on the leased premises including, but not limited to, water, sewer, electricity, gas, telephone, internet, cable, computer network, email and all IT.

7.2 Lessee covenants that its use of electric current shall not exceed the capacity of existing feeders or risers.

7.3 Lessor shall not be liable for any failures, interruptions or surges in any of the services or items listed in paragraph 7.1 above.

**Section 8: Use of Premises**

8.1 Lessee hereby warrants that all business, activities, operations and/or work on the leased premises during the term of lease shall be legal and shall comply in every respect with the laws, statutes, ordinances and codes of any and all governmental entities whose jurisdiction affects the leased premises including, but not limited to, the United States of America, the State of Louisiana, and the Parish of East Baton Rouge and/or the City of St. George.

8.2 Lessee acknowledges that the leased premises are part of a professional office, and that Lessee shall display no signs other than those expressly permitted by Lessor and that Lessee and Lessee’s invitees and/or patrons shall not conduct themselves in a manner that is in any way inconsistent with the professional and upscale nature and image of the leased premises.

8.3 Lessee shall comply with all of Lessor’s rules and all ordinances, rules and regulations that apply to the leased premises.

**Section 9: Maintenance and Repairs**

9.1 Lessor shall be responsible for all maintenance of, and repairs to, the leased premises; provided, however, that Lessee shall be obligated to promptly notify Lessor of needed repairs and maintenance.

9.2 Lessee shall keep the premises in neat, clean and orderly condition.

9.3 Lessor shall be responsible for providing janitorial services for the leased premises.

**Section 10: Liability, Indemnity and Public Liability Insurance**

10.1 Lessee agrees to defend, indemnify, save and hold harmless Lessor from and against all claims, of any nature, arising out of or related to the leased premises and/or this lease including any and all claims or liabilities for any fault, strict liability, act, omission or negligence of Lessor and/or Lessor's contractor, agent, employee, licensee or servant, or arising from any accident or injury caused to person or property occurring during the term hereof, whether upon the leased premises or surrounding area.

10.2 Lessee assumes all responsibility for the condition of the leased premises. Lessor shall take full advantage of the provisions of La. Rev. Stat. 9: 3221.

10.3 Lessee agrees to procure a policy of liability, property damage and fire insurance under which Lessor and Lessee are both named insureds or additional insureds. The minimum limits of liability of such insurance shall be $1,000,000.00 for injury (or death) to any one person and $2,000,000.00 for injury (or death) for more than one person, and $1,000,000.00 with respect to damage to property.

10.4 All insurance policies obtained by Lessee covering the Leased Premises shall contain a waiver of subrogation in favor of Lessor, its principals, members, representatives and employees, and Lessee and its insurers hereby waive any and all subrogation rights against Lessor, its principals, members, representatives and employees.

10.5 All insurance policies obtained by Lessor covering, or relating to, the Leased Premises shall contain a waiver of subrogation in favor of Lessee, its principals, members, representatives and employees, and Lessor and its insurers hereby waive any and all subrogation rights against Lessee, its principals, members, representatives and employees. This Section shall not be construed so as to obligate the Lessor to obtain insurance under this Article.

**Section 11: Other Insurance and Risk**

Lessee shall keep its fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that the Lessee assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

**Section 12: Security of Premises**

12.1 Lessee is solely responsible for the security and safety of the leased premises and Lessee’s personnel, patrons and invitees.

12.2 Lessee acknowledges and agrees that Lessor does not warrant or provide any security for the leased premises, parking areas or the building in which the leased premises is located.

12.3 Lessor has installed exterior and/or common area cameras on the premises and an electronic entry system. These items do not constitute an undertaking or warranty, either express or implied, by Lessor to provide security to Lessee, Lessee’s personnel, patrons and invitees and the premises in general.

**Section 13: Taxes**

13.1 Lessor shall pay property taxes, if any.

13.1 Lessee shall pay all taxes, charges, fees or assessments associated with Lessee’s inventory, personal property, business and operations.

**Section 14: Eviction**

14.1 In the event that Lessee is in default of an obligation under this Lease, Lessor shall have the right to institute eviction proceedings against Lessee as provided by the Louisiana Code of Civil Procedure.

14.2 In the event that Lessee’s right to occupancy ceases for any reason (including, but not limited to, expiration of the Lease term, action by lessor, nonpayment of rent and/or violation or default of any Lease provision), Lessee expressly waives all notice requirements including, but not limited to, those notice to vacate requirements set forth in La. Code Civ. P. arts. 4701 and 4702.

14.3 Lessor’s rights shall not be limited to eviction, but Lessor shall have all remedies provided by law. Failure to enforce eviction rights shall in no way constitute a waiver or modification of this provision.

**Section 15: Signage**

Lessee shall be responsible for Lessee’s own signage which shall be subject to, and comply in all respects with, Lessor’s approval, and all restrictions, regulations and restrictions that apply to the leased premises.

**Section 16: Destruction of Premises**

In the event that premises are wholly or partially destroyed by any means, Lessor shall have the option to terminate this Lease or repair/rebuild the premises. In the event that Lessor chooses to repair/rebuild the premises, Lessee shall give Lessor reasonable time to accomplish such repairs/rebuilding. If Lessee is unable to occupy the premises during repairs/rebuilding, Lessee’s obligation to pay rent shall abate during the period that Lessee is unable to occupy the premises.

**Section 17: Damages and Restoration**

Lessee shall be liable for all damages to leased premises. Upon termination of the lease, Lessee shall have restored the premises to their pre-lease condition at Lessee’s sole cost and expense, except for permanent improvements made with Lessor’s prior written approval.

**Section 18: Miscellaneous Provisions**

18.1 Waiver. Failure on the part of the Lessor or Lessee to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver by the complaining party of any of their rights hereunder.

18.2 Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

18.3 Provisions Binding, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of the Lessor and the Lessee.

18.4 Governing Laws and Construction. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Louisiana as the same may from time to time exist.

18.5 Venue. The parties and guarantor(s) hereby acknowledge, agree and stipulate that the proper venue for resolving any legal disputes between them shall be the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, and they expressly waive any and all objections to that venue.

18.6 Assignment or Sublease. Lessee shall not sublease the premises or assign this Lease, or any of Lessee’s rights hereunder, except with the express, written consent of Lessor. Such consent shall not be unreasonably withheld.

18.7 Notices. Whenever by the terms of this Lease notice shall or may be given either to the Lessor or to the Lessee, such notice shall be in writing and shall be hand delivered or sent by registered mail or certified mail, postage prepaid, to either party at:

LESSOR:

St. George Fire Protection District

14100 Airline Highway

Baton Rouge, LA 70817

LESSEE:

City of St. George

14100 Airline Highway

Baton Rouge, LA 70817

18.8 Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

18.9 Entire Agreement. This Document contains the entire agreement of the parties. Any alterations, amendments and/or modification shall only be effective if made in writing and signed by all of the parties hereto.

18.10 Attorney's Fees. In the event either party incurs attorney's fees in the enforcement of any of the provisions of this Lease, the prevailing party in the controversy shall be entitled to reimbursement of its attorneys' fees and costs by the other party.

18.11 Recordation. Lessee shall not record this Lease or any evidence of it in the public records. Lessor, however, may record this Lease or a Memorandum of Lease at Lessor’s sole discretion.

18.12 Subordination. This Lease shall be subordinate to any and all mortgages that Lessor has granted, or shall grant, that affect the Leased Premises; provided that this provision shall not apply to judicial mortgages or other liens that attach by operation of law.

18.13 Nonappropriation. If the appropriation of funds by Lessee necessary to make Rental Payments under this lease ceases at any time, then on the date on which such appropriations are no longer available to make ongoing rental payments, this Lease shall terminate without further liability to Lessee; *provided* that (a) such termination shall not relieve Lessee of its obligations to pay Lessor any outstanding unpaid rent then owing for periods prior to such cessation, and Lessor shall not be obligated to refund any previously paid rent; and, (b) Lessee shall timely comply with its return obligations under this lease. Lessee shall notify Lessor in writing of any such nonappropriation of funds at the earliest date possible and in any event at least thirty (30) days prior to the date such cessation of appropriations would take effect.

18.14 Approval and Authority. Each party warrants that this lease agreement has been approved by its governing authority and that the person signing this lease agreement on its behalf is fully authorized to do so.

18.15 Megan's Law Disclosure. As required under Louisiana law, Lessor hereby notifies Lessee that the Louisiana Bureau of Criminal Identification and Information maintains a state Sex Offender and Child Predator Registry. It is a public access database of the locations of individuals who are required to register pursuant to LSA R.S. 15:540 et seq. Sheriff's departments and police departments serving jurisdictions of 450,000 also maintain such information. The state Sex Offender and Child Predator Registry database can be accessed at www.lasocpr.lsp.org/socpr/ and contains addresses, pictures, and conviction records for registered offenders. The database can be searched by zip code, city, parish and/or offender name. Information is also available by phone at 1 800 858 0551 or 1 225 925 6100 or mail at P.O. Box 66614, Mail Slip #18, Baton Rouge, Louisiana 70896. Lessee may also email State Services at SOCPR@dps.state.la.us for more information.

 **THUS, AGREED AND EXECUTED** before the undersigned Notary and competent witnesses on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024 in the Parish of East Baton Rouge, State of Louisiana after a due reading of the whole.

ST. GEORGE FIRE PROTECTION DISTRICT NO. 2

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Gerard C. Tarleton, Fire Chief

**THUS, AGREED AND EXECUTED** before the undersigned Notary and competent witnesses on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024 in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana after a due reading of the whole.

CITY OF ST. GEORGE

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dustin Yates, Mayor