

LAFOURCHE PARISH COUNCIL
SEPTEMBER 13, 2011
UNANIMOUS AGENDA

A. PROPOSED ORDINANCES:

1. PROPOSED ORDINANCE amending Ordinance No. 3341 to increase the speed limit from **twenty (20) miles per hour to twenty-five (25) miles per hour** on **Mary Beth Street**, Ward (11), District (4), Parish of Lafourche, State of Louisiana; requiring the placement of “Speed Limit” signs; and providing penalties for the violations thereof. (J. FERTITTA)
2. PROPOSED ORDINANCE amending Ordinance No. 4391 to decrease the speed limit from **thirty (30) miles per hour to fifteen (15) miles per hour** in **Abby Lakes Subdivision**; requiring the placement of “Speed Limit” signs; and providing for the violations thereof.
(J. JONES)
3. PROPOSED ORDINANCE approving a lease agreement between **St. John Catholic Church Hall (owner/lessor)** and **Lafourche Parish Government (Parish)** for leasing the premises located at **2085 St. Mary Street, Thibodaux, LA 70301** for use as a polling place for **Ward 1, Precinct 1 and Ward 1, Precinct 1A of Lafourche Parish** and authorizing the Parish President to sign, execute and administer any and all relevant documents.
(L. RICHARD FOR ADMINISTRATION)
4. PROPOSED ORDINANCE approving a lease agreement between **North Thibodaux Fire Station (owner/lessor)** and **Lafourche Parish Government (Parish)** for leasing the premises located at **699 St. Patrick Highway, Thibodaux, LA 70301** for use as a polling place for **Ward 2, Precinct1 and Ward 2, Precinct 1A of Lafourche Parish** and authorizing the Parish President to sign, execute and administer any and all relevant documents.
(L. RICHARD FOR ADMINISTRATION)
5. PROPOSED ORDINANCE approving a lease agreement between **Vigilant, Chemical & Hose Fire Company (owner/lessor)** and **Lafourche Parish Government (Parish)** for leasing the premises located at **921 North Canal Boulevard, Thibodaux, LA 70301** for use as a polling place for **Ward 2, Precinct 2 and Ward 2, Precinct 2A of Lafourche Parish** and authorizing the Parish President to sign, execute and administer any and all relevant documents.
(L. RICHARD FOR ADMINISTRATION)
6. PROPOSED ORDINANCE approving a lease agreement between **Protector Fire Company No. 2 (owner/lessor)** and **Lafourche Parish Government (Parish)** for leasing the premises located at **549 Tetreau Street, Thibodaux, LA 70301** for use as a polling place for **Ward 2, Precinct 8, Ward 2, Precinct 14 and Ward 2, Precinct 14A of Lafourche Parish** and authorizing the Parish President to sign, execute and administer any and all relevant documents.
(L. RICHARD FOR ADMINISTRATION)

ITEM 1

The following ordinance was submitted for introduction by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3341 TO INCREASE THE SPEED LIMIT FROM TWENTY (20) MILES PER HOUR TO TWENTY-FIVE (25) MILES PER HOUR ON MARY BETH STREET, WARD (11), DISTRICT (4), PARISH OF LAFOURCHE, STATE OF LOUISIANA; REQUIRING THE PLACEMENT OF “SPEED LIMIT” SIGNS; AND PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1.

ORDINANCE 3341

AN ORDINANCE ESTABLISHING A SPEED LIMIT OF ~~TWENTY (20) MILES PER HOUR~~ TWENTY-FIVE (25) MILES PER HOUR ON MARYBETH STREET, WARD (11), DISTRICT (4), PARISH OF LAFOURCHE, STATE OF LOUISIANA; REQUIRING THE PLACEMENT OF “SPEED LIMIT” SIGNS; AND PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Special Session on December 17, 2003, that:

SECTION 1. It shall be unlawful for any person to operate or drive any motor vehicles on Marybeth Street, Ward (11), District (4), at a speed greater than ~~twenty (20) miles per hour~~ twenty-five (25) miles per hour.

SECTION 2. The necessary “Speed Limit” signs shall be erected as deemed necessary on Marybeth Street.

SECTION 3. The speed limit set forth in this Ordinance shall not apply to vehicles when operated with due regard for safety, under the directions of the Louisiana Department of Public Safety or other peace officer, in the chase or apprehension of violators of the law or of any person charged with or suspected of any such violation, nor to any fire department or fire patrol vehicles when traveling in emergencies. This exemption shall not, however, protect the driver, owner or operator of any such vehicle from the consequences of reckless disregard of the safety of others.

SECTION 4. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 5. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 6. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 7. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

ITEM 1

SECTION 8. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 9. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 10. This Ordinance shall become effective on the tenth day after final publication.

**LOUIS RICHARD, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, at _____ . m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____ . m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2011, at which meeting a quorum was present, and was finally adopted on _____, 2011.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2011.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**


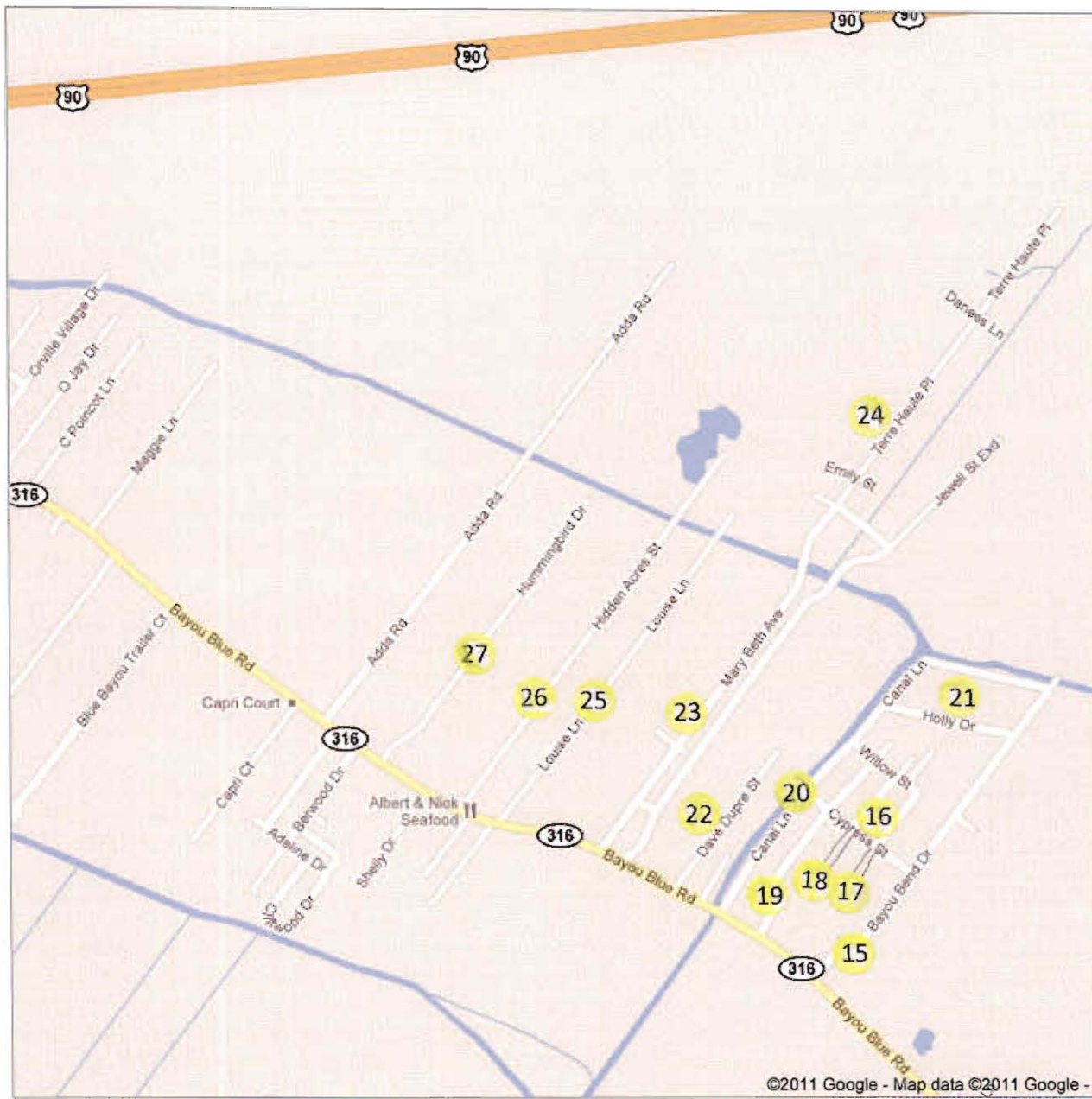
DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 1



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ITEM 2

The following ordinance was submitted for introduction by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 4391 TO DECREASE THE SPEED LIMIT FROM THIRTY (30) MILES PER HOUR TO FIFTEEN (15) MILES PER HOUR IN ABBY LAKES SUBDIVISION; REQUIRING THE PLACEMENT OF "SPEED LIMIT" SIGNS; AND PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1.

ORDINANCE 4391

AN ORDINANCE TO ACCEPT THE SUBDIVISION KNOWN AS ABBY LAKES SUBDIVISION INTO THE PARISH SYSTEM.

BE IT ORDAINED, by the Lafourche Parish Council convened in Regular Session on September 23, 2008, that:

SECTION 1. The streets, drainage system, and/or servitudes in the subdivision known as Abby Lakes Subdivision and being situated in Ward 3, District No. 2 Sections 33 & 34, T 14 S, R16 E, Lafourche Parish, Louisiana, as shown on the drawings entitled "Abby Lakes Subdivision, sheets 1 through 1 as prepared by SJB Group, LLC dated April 2008 are hereby accepted into the Parish system and are to be maintained by the Lafourche Parish Council effective with the completion of the developers' maintenance obligations as set forth in Section 19:377, Paragraphs A and B of Ordinance No. 2296. Streets accepted in this development are Lake Howard, 1721 feet asphalt, 50 ft. street right of way, 27 ft. width of street, value \$633,100.00; Lake Olivia, 402 feet asphalt, 50 ft. street right of way, 27 ft. width of street, value \$147,880.00; Lake Maclaine, 977 feet asphalt, 50 ft. street right of way, 27 ft. width of street, value \$359,400.00; Lake Accardo, 1691 feet asphalt, 50 ft. street right of way, 27 ft. width of street, value \$622,100.00; Dicharry Court, 683 feet asphalt; 50 ft. street right of way, 27 ft. width of street, value \$251,250.00.

SECTION 2. As recommended by an engineering and traffic investigation according to the Louisiana Department of Transportation and Development (DOTD) Uniform Traffic Control Devise regulations adopted by the Legislature, as performed by the developer's engineer, and upon final approval by the Parish's Department of Public Works, it shall be unlawful for any person to operate or drive any motor vehicle upon all streets in said subdivision at a speed no greater than ~~30~~ **15** miles per hour. The necessary placement of "Speed Limit" signs shall be erected on said streets according to the DOTD Traffic Control regulations as recommended by the Developer's Engineer, upon approval by the Parish's Department of Public Works. The speed limit set forth in this Ordinance shall not apply to vehicles when operated with due regard for safety, under the directions of the Louisiana Department of Public Safety or other police officers in the chase of apprehension of violators of the law or any person charged with or suspected of any such violation, nor to any fire department of fire patrol vehicles when traveling in emergencies. This exemption shall not, however, protect the driver, owner, operator of any such vehicles from the consequences of reckless disregard of the safety of others. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this ordinance. Any person who violates the provisions of this section shall upon conviction thereof, be punished by imprisonment in the parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the court.

ITEM 2

SECTION 2. The necessary “Speed Limit” signs shall be erected as deemed necessary in Abby Lakes Subdivision.

SECTION 3. The speed limit set forth in this Ordinance shall not apply to vehicles when operated with due regard for safety, under the directions of the Louisiana Department of Public Safety or other peace officer, in the chase or apprehension of violators of the law or of any person charged with or suspected of any such violation, nor to any fire department or fire patrol vehicles when traveling in emergencies. This exemption shall not, however, protect the driver, owner or operator of any such vehicle from the consequences of reckless disregard of the safety of others.

SECTION 4. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 5. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 6. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 7. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 8. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 9. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 10. This Ordinance shall become effective on the tenth day after final publication.

**LOUIS RICHARD, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 2

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2011, at which meeting a quorum was present, and was finally adopted on _____, 2011.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2011.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 3

The following ordinance was introduced by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN ST. JOHN CATHOLIC CHURCH HALL (OWNER/LESSOR) AND LAFOURCHE PARISH GOVERNMENT (PARISH) FOR LEASING THE PREMISES LOCATED AT 2085 ST. MARY STREET, THIBODAUX, LA 70301 FOR USE AS A POLLING PLACE FOR WARD 1, PRECINCT 1 AND WARD 1, PRECINCT 1A OF LAFOURCHE PARISH AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, this lease agreement is necessary to follow Ordinance No. 4941 for the reapportionment of Lafourche Parish creating wards, precincts, councilmatic districts and the establishment of polling places; and

WHEREAS, said agreement shall have the same terms and conditions of the original lease with automatic renewal for a like term of one (1) year unless one of the parties to said agreement notifies the other, at least thirty (30) days prior in writing of the desire not to renew the lease agreement and thirty (30) days prior to the expiration date of said agreement; and

WHEREAS, said agreement was made for and in consideration of a rental rate of \$150.00 per election in accordance of the terms of said agreement; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Louis Richard, Councilman, District 3; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approves a lease agreement between St. John Catholic Church Hall (Owner/Lessor) and Lafourche Parish Government (Parish) for leasing the premises located at 2085 St. Mary Street, Thibodaux, LA 70301 for use as a polling place for Ward 1, Precinct 1 and Ward 1, Precinct 1A of Lafourche Parish and authorizes the Parish President to sign, execute and administer any and all relevant documents.



ITEM 3

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council convened in Regular Session on _____, and hereby approves a lease agreement between St. John Catholic Church Hall (Owner/Lessor) and Lafourche Parish Government (Parish) for leasing the premises located at 2085 St. Mary Street, Thibodaux, LA 70301 for use as a polling place for Ward 1, Precinct 1 and Ward 1, Precinct 1A of Lafourche Parish and authorizes the Parish President to sign, execute and administer any and all documents.

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance shall be forwarded to St. John Catholic Church Hall; Secretary of State, Department of Elections; U.S. Department of Justice; Lafourche Parish Registrar of Voters; Lafourche Parish Clerk of Court; Lafourche Parish Government Department of Finance, Office of Risk Management, and the Office of the Parish Administrator; and

BE IT FURTHER ORDAINED, that;

SECTION 1. That upon receipt of any correspondence from the Secretary of State, Department of Elections or Department of Justice, the Council Clerk shall forward said correspondence to the Office of the Parish President and Parish Administrator.

SECTION 2. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective immediately.

**LOUIS RICHARD, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

ITEM 3

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, 2011, at _____, __.m.

APPROVED: _____

VETOED: _____

**Charlotte A. Randolph
Lafourche Parish President**

Returned to the Council Clerk on

_____, 2011, at _____, __.m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No._____, enacted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2011.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 3

POLLING PLACE LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF _____

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____, ('OWNER/LESSOR') and/or the agent of OWNER/LESSOR and the parish of _____, ("PARISH") hereby agrees that OWNER/LESSOR will lease the following premises ("LEASED POLLING PLACE PREMISES") located at _____, for use as a polling place in accordance with Title 18, section 533 of the Louisiana Revised Statutes.

1. TERM

This lease agreement is for a term commencing on _____ day _____ 20 ____ and ending on _____, 20____.

2. AUTOMATIC RENEWAL

This agreement shall automatically renew for a like term of one (1) year at the same rental rate, unless one of the parties to this agreement notifies the other, at least thirty (30) days prior in writing of the desire not to renew the lease agreement at least thirty (30) days prior to the expiration of this agreement.

3. PAYMENT OF RENT

This agreement was made for and in consideration of a rental rate of \$ _____ per election in accordance of the terms of this agreement. All rental payments shall be mailed to the following address: _____

4. TERMINATION OF AGREEMENT

Either party may terminate this agreement upon written notice to the other party at any time, except during the period commencing two (2) days before the date that qualifications open for an election.

5. LEASED POLLING PLACE PREMISES REQUIREMENTS

The LESSOR/OWNER shall give the PARISH the exclusive use of the leased premises for each election held in and involving Ward/district/precinct _____ or any parts thereof. The PARISH is authorized to use the LEASED POLLING PLACE PREMISES on each election day. Additionally, the OWNER/LESSOR agrees that the LEASED POLLING PLACE PREMISES SHALL BE EQUIPPED WITH THE FOLLOWING:

- (i) sanitary facilities
- (ii) proper electric current, fixtures, and outlets necessary to Voting Machines and conduct the election; and

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- (iii) meet the requirements for accessibility for individuals with disabilities.

6. LEASE AGREEMENT CONTINGENT UPON POLLING PLACE BEING IN FULL COMPLIANCE WITH THE ADA AND VOTING RIGHTS ACCESSIBILITY FOR THE ELDERLY AND HANDICAPPED ACT

OWNER/LESSOR AGREES that the LEASED POLLING PLACE PREMISES shall be in full compliance with the Americans with Disabilities Act and Voting Rights Accessibility for the Elderly and Handicapped Act. In the event said LEASED POLLING PLACE PREMISES fails to be in compliance with the Americans with Disabilities Act and the Voting Rights Accessibility for the Elderly and Handicapped Act, the Parish shall immediately give written notice to the OWNER/LESSOR within seven (7) days of the noncompliance and thereafter OWNER/LESSOR will have Thirty (30) days to rectify and/or remedy those defects which cause the LEASED POLLING PLACE PREMISES to fail to be in compliance. Moreover, in the event OWNER/LESSOR fails to rectify and/or remedy those conditions within thirty (30) days of notice of noncompliance, the PARISH has the sole and exclusive right to immediately terminate this agreement.

7. LIABILITY

OWNER/LESSOR of the premises to be used by any person as a polling place on any election day shall not be liable to such person for injury to person or property which occurs on the premises while it is being used as a polling place on any election day, but does not exclude any liability which would otherwise exist for willful or malicious injury to persons or property or liability imposed on the owner, lessee, or occupant of the premises pursuant to Civil Code Articles 2317 or 2322. Nothing shall be construed to relieve any person using the premises of another as a polling place from any obligation which he may have in the absence of these provisions to exercise care in his use of such premises or from the legal consequences of failure to employ such care.

8. TRANSFERABILITY

The OWNER/LESSOR may not assign either this lease agreement and any of its rights, interest or obligations hereunder without the prior written approval of the PARISH. All terms and conditions of this lease shall be binding and enure to the benefit of and be enforceable by the respective successors and permitted assigns of the OWNER/LESSOR. Notwithstanding and foregoing, this lease shall not be sold nor the payments due or to become due hereunder assigned without the prior written consent of the other party.

9. OWNERSHIP OF THE LEASED POLLING PLACE PREMISES

The OWNER/LESSOR affirms that the LEASED POLLING PLACE PREMISES is not owned, occupied, or leased by a candidate in an election, or is a spouse of

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any such candidate, or an officer or employee of the state, city, or any of its political subdivisions.

10. TAXES

The OWNER/LESSOR agrees to be fully responsible for the payment of any state and/or federal taxes due under this Agreement. The federal identification number or social security number of the OWNER/LESSOR is _____.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 20____.

WITNESSES:

PARISH OF _____

By: _____

Title: _____

WITNESSES:

OWNER/LESSOR

By: _____

Title: _____

ITEM 4

The following ordinance was introduced by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN NORTH THIBODAUX FIRE STATION (OWNER/LESSOR) AND LAFOURCHE PARISH GOVERNMENT (PARISH) FOR LEASING THE PREMISES LOCATED AT 699 ST. PATRICK HIGHWAY, THIBODAUX, LA 70301 FOR USE AS A POLLING PLACE FOR WARD 2, PRECINCT 1 AND WARD 2, PRECINCT 1A OF LAFOURCHE PARISH AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, this lease agreement is necessary to follow Ordinance No. 4941 for the reapportionment of Lafourche Parish creating wards, precincts, councilmatic districts and the establishment of polling places; and

WHEREAS, said agreement shall have the same terms and conditions of the original lease with automatic renewal for a like term of one (1) year unless one of the parties to said agreement notifies the other, at least thirty (30) days prior in writing of the desire not to renew the lease agreement and thirty (30) days prior to the expiration date of said agreement; and

WHEREAS, said agreement was made for and in consideration of a rental rate of \$150.00 per election in accordance of the terms of said agreement; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Louis Richard, Councilman, District 3; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approves a lease agreement between North Thibodaux Fire Station (Owner/Lessor) and Lafourche Parish Government (Parish) for leasing the premises located at 699 St. Patrick Highway, Thibodaux, LA 70301 for use as a polling place for Ward 2, Precinct 1 and Ward 2, Precinct 1A of Lafourche Parish and authorizes the Parish President to sign, execute and administer any and all relevant documents.



ITEM 4

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council convened in Regular Session on _____, and hereby approves a lease agreement between North Thibodaux Fire Station (Owner/Lessor) and Lafourche Parish Government (Parish) for leasing the premises located at 699 St. Patrick Highway, Thibodaux, LA 70301 for use as a polling place for Ward 2, Precinct 1 and Ward 2, Precinct 1A of Lafourche Parish and authorizes the Parish President to sign, execute and administer any and all documents.

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance shall be forwarded to North Thibodaux Fire Station; Secretary of State, Department of Elections; U.S. Department of Justice; Lafourche Parish Registrar of Voters; Lafourche Parish Clerk of Court; Lafourche Parish Government Department of Finance, Office of Risk Management, and the Office of the Parish Administrator; and

BE IT FURTHER ORDAINED, that;

SECTION 1. That upon receipt of any correspondence from the Secretary of State, Department of Elections or Department of Justice, the Council Clerk shall forward said correspondence to the Office of the Parish President and Parish Administrator.

SECTION 2. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective immediately.

**LOUIS RICHARD, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

ITEM 4

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, 2011, at _____, __.m.

APPROVED: _____

VETOED: _____

**Charlotte A. Randolph
Lafourche Parish President**

Returned to the Council Clerk on

_____, 2011, at _____, __.m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No._____, enacted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2011.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 4

POLLING PLACE LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF Lafourche

THIS AGREEMENT made this 27th day of September, 2011, by and between North Thibodaux Fire Station, ('OWNER/LESSOR') and/or the agent of OWNER/LESSOR and the parish of Lafourche, ("PARISH") hereby agrees that OWNER/LESSOR will lease the following premises ("LEASED POLLING PLACE PREMISES") located at 699 St. Patrick Highway Thibodaux Louisiana 70301, for use as a polling place in accordance with Title 18, section 533 of the Louisiana Revised Statutes.

1. TERM

This lease agreement is for a term commencing on 27th day September 2011 and ending on September 27th, 2012.

2. AUTOMATIC RENEWAL

This agreement shall automatically renew for a like term of one (1) year at the same rental rate, unless one of the parties to this agreement notifies the other, at least thirty (30) days prior in writing of the desire not to renew the lease agreement at least thirty (30) days prior to the expiration date of this agreement.

3. PAYMENT OF RENT

This agreement was made for and in consideration of a rental rate of \$ 150.00 per election in accordance of the terms of this agreement. All rental payments shall be mailed to the following address: 699 St. Patrick Highway Thibodaux Louisiana 70301

4. TERMINATION OF AGREEMENT

Either party may terminate this agreement upon written notice to the other party at any time, except during the period commencing two (2) days before the date that qualifications open for an election.

5. LEASED POLLING PLACE PREMISES REQUIRMENTS

The LESSOR/OWNER shall give the PARISH the exclusive use of the leased premises for each election held in and involving Ward/district/precinct Ward 2, Precinct 1 & Ward 2, Precinct 1A or any parts thereof. The PARISH is authorized to use and occupy the LEASED POLLING PLACE PREMISES on such election days. Additionally, the OWNER/LESSOR agrees that the LEASED POLLING PLACE PREMISES SHALL BE EQUIPPED WITH THE FOLLOWING:

- (i) sanitary facilities
- (ii) proper electric current, fixtures, and outlets necessary to Voting Machines and conduct the election; and

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- (iii) meet the requirements for accessibility for individuals with disabilities.

6. LEASE AGREEMENT CONTINGENT UPON POLLING PLACE BEING IN FULL COMPLIANCE WITH THE ADA AND VOTING RIGHTS ACCESSIBILITY FOR THE ELDERLY AND HANDICAPPED ACT

OWNER/LESSOR AGREES that the LEASED POLLING PLACE PREMISES shall be in full compliance with the Americans with Disabilities Act and Voting Rights Accessibility for the Elderly and Handicapped Act. In the event said LEASED POLLING PLACE PREMISES fails to be in compliance with the Americans with Disabilities Act and the Voting Rights Accessibility for the Elderly and Handicapped Act, the Parish shall immediately give written notice to the OWNER/LESSOR within seven (7) days of the noncompliance and thereafter OWNER/LESSOR will have Thirty (30) days to rectify and/or remedy those defects which cause the LEASED POLLING PLACE PREMISES to fail to be in compliance. Moreover, in the event OWNER/LESSOR fails to rectify and/or remedy those conditions within thirty (30) days of notice of noncompliance, the PARISH has the sole and exclusive right to immediately terminate this agreement.

7. LIABILITY

OWNER/LESSOR of the premises to be used by any person as a polling place on any election day shall not be liable to such person for injury to person or property which occurs on the premises while it is being used as a polling place on any election day, but does not exclude any liability which would otherwise exist for willful or malicious injury to persons or property or liability imposed on the owner, lessee, or occupant of the premises pursuant to Civil Code Articles 2317 or 2322. Nothing shall be construed to relieve any person using the premises of another as a polling place from any obligation which he may have in the absence of these provisions to exercise care in his use of such premises or from the legal consequences of failure to employ such care.

8. TRANSFERABILITY

The OWNER/LESSOR may not assign either this lease agreement and any of its rights, interest or obligations hereunder without the prior written approval of the PARISH. All terms and conditions of this lease shall be binding and enure to the benefit of and be enforceable by the respective successors and permitted assigns of the OWNER/LESSOR. Notwithstanding and foregoing, this lease shall not be sold nor the payments due or to become due hereunder assigned without the prior written consent of the other party.

9. OWNERSHIP OF THE LEASED POLLING PLACE PREMISES

The OWNER/LESSOR affirms that the LEASED POLLING PLACE PREMISES is not owned, occupied, or leased by a candidate in an election, or is a spouse of

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any such candidate, or an officer or employee of the state, city, or any of its political subdivisions.

10. TAXES

The OWNER/LESSOR agrees to be fully responsible for the payment of any state and/or federal taxes due under this Agreement. The federal identification number or social security number of the OWNER/LESSOR is XX-XXX8103.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 20__.

WITNESSES:

PARISH OF Lafourche

By: _____

Title: Charlotte A. Randolph - Parish President

WITNESSES:

OWNER/LESSOR

By: _____

Title: _____

ITEM 5

The following ordinance was introduced by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN VIGILANT, CHEMICAL & HOSE FIRE COMPANY (OWNER/LESSOR) AND LAFOURCHE PARISH GOVERNMENT (PARISH) FOR LEASING THE PREMISES LOCATED AT 921 NORTH CANAL BOULEVARD, THIBODAUX, LA 70301 FOR USE AS A POLLING PLACE FOR WARD 2, PRECINCT 2 AND WARD 2, PRECINCT 2A OF LAFOURCHE PARISH AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, this lease agreement is necessary to follow Ordinance No. 4941 for the reapportionment of Lafourche Parish creating wards, precincts, councilmatic districts and the establishment of polling places; and

WHEREAS, said agreement shall have the same terms and conditions of the original lease with automatic renewal for a like term of one (1) year unless one of the parties to said agreement notifies the other, at least thirty (30) days prior in writing of the desire not to renew the lease agreement and thirty (30) days prior to the expiration date of said agreement; and

WHEREAS, said agreement was made for and in consideration of a rental rate of \$150.00 per election in accordance of the terms of said agreement; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Louis Richard, Councilman, District 3; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approves a lease agreement between Vigilant, Chemical & Hose Fire Company (Owner/Lessor) and Lafourche Parish Government (Parish) for leasing the premises located at 921 North Canal Boulevard, Thibodaux, LA 70301 for use as a polling place for Ward 2, Precinct 2 and Ward 2, Precinct 2A of Lafourche Parish and authorizes the Parish President to sign, execute and administer any and all relevant documents.



ITEM 5

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council convened in Regular Session on _____, and hereby approves a lease agreement between Vigilant, Chemical & Hose Fire Company (Owner/Lessor) and Lafourche Parish Government (Parish) for leasing the premises located at 921 North Canal Boulevard, Thibodaux, LA 70301 for use as a polling place for Ward 2, Precinct 2 and Ward 2, Precinct 2A of Lafourche Parish and authorizes the Parish President to sign, execute and administer any and all documents.

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance shall be forwarded to Vigilant, Chemical & Hose Fire Company; Secretary of State, Department of Elections; U.S. Department of Justice; Lafourche Parish Registrar of Voters; Lafourche Parish Clerk of Court; Lafourche Parish Government Department of Finance, Office of Risk Management, and the Office of the Parish Administrator; and

BE IT FURTHER ORDAINED, that;

SECTION 1. That upon receipt of any correspondence from the Secretary of State, Department of Elections or Department of Justice, the Council Clerk shall forward said correspondence to the Office of the Parish President and Parish Administrator.

SECTION 2. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective immediately.

**LOUIS RICHARD, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

ITEM 5

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, 2011, at _____, __.m.

APPROVED: _____

VETOED: _____

**Charlotte A. Randolph
Lafourche Parish President**

Returned to the Council Clerk on

_____, 2011, at _____, __.m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No._____, enacted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2011.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 5

POLLING PLACE LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF Lafourche

THIS AGREEMENT made this 27th day of September, 2011, by and between Vigilant, Chemical & Hose Fire Company, ('OWNER/LESSOR') and/or the agent of OWNER/LESSOR and the parish of Lafourche, ("PARISH") hereby agrees that OWNER/LESSOR will lease the following premises ("LEASED POLLING PLACE PREMISES") located at 921 North Canal Blvd Thibodaux, Louisiana 70301, for use as a polling place in accordance with Title 18, section 533 of the Louisiana Revised Statutes.

1. TERM

This lease agreement is for a term commencing on 27th day September 2011 and ending on September 27th, 2012.

2. AUTOMATIC RENEWAL

This agreement shall automatically renew for a like term of one (1) year at the same rental rate, unless one of the parties to this agreement notifies the other, at least thirty (30) days prior in writing of the desire not to renew the lease agreement at least thirty (30) days prior to the expiration date of this agreement.

3. PAYMENT OF RENT

This agreement was made for and in consideration of a rental rate of \$ 150.00 per election in accordance of the terms of this agreement. All rental payments shall be mailed to the following address: 921 North Canal Blvd Thibodaux, Louisiana 70301

4. TERMINATION OF AGREEMENT

Either party may terminate this agreement upon written notice to the other party at any time, except during the period commencing two (2) days before the date that qualifications open for an election.

5. LEASED POLLING PLACE PREMISES REQUIRMENTS

The LESSOR/OWNER shall give the PARISH the exclusive use of the leased premises for each election held in and involving Ward/district/precinct Ward 2, Precinct 2 & Ward 2, Precinct 2A or any parts thereof. The PARISH is authorized to use and occupy the LEASED POLLING PLACE PREMISES on such election days. Additionally, the OWNER/LESSOR agrees that the LEASED POLLING PLACE PREMISES SHALL BE EQUIPPED WITH THE FOLLOWING:

- (i) sanitary facilities
- (ii) proper electric current, fixtures, and outlets necessary to Voting Machines and conduct the election; and

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- (iii) meet the requirements for accessibility for individuals with disabilities.

6. LEASE AGREEMENT CONTINGENT UPON POLLING PLACE BEING IN FULL COMPLIANCE WITH THE ADA AND VOTING RIGHTS ACCESSIBILITY FOR THE ELDERLY AND HANDICAPPED ACT

OWNER/LESSOR AGREES that the LEASED POLLING PLACE PREMISES shall be in full compliance with the Americans with Disabilities Act and Voting Rights Accessibility for the Elderly and Handicapped Act. In the event said LEASED POLLING PLACE PREMISES fails to be in compliance with the Americans with Disabilities Act and the Voting Rights Accessibility for the Elderly and Handicapped Act, the Parish shall immediately give written notice to the OWNER/LESSOR within seven (7) days of the noncompliance and thereafter OWNER/LESSOR will have Thirty (30) days to rectify and/or remedy those defects which cause the LEASED POLLING PLACE PREMISES to fail to be in compliance. Moreover, in the event OWNER/LESSOR fails to rectify and/or remedy those conditions within thirty (30) days of notice of noncompliance, the PARISH has the sole and exclusive right to immediately terminate this agreement.

7. LIABILITY

OWNER/LESSOR of the premises to be used by any person as a polling place on any election day shall not be liable to such person for injury to person or property which occurs on the premises while it is being used as a polling place on any election day, but does not exclude any liability which would otherwise exist for willful or malicious injury to persons or property or liability imposed on the owner, lessee, or occupant of the premises pursuant to Civil Code Articles 2317 or 2322. Nothing shall be construed to relieve any person using the premises of another as a polling place from any obligation which he may have in the absence of these provisions to exercise care in his use of such premises or from the legal consequences of failure to employ such care.

8. TRANSFERABILITY

The OWNER/LESSOR may not assign either this lease agreement and any of its rights, interest or obligations hereunder without the prior written approval of the PARISH. All terms and conditions of this lease shall be binding and enure to the benefit of and be enforceable by the respective successors and permitted assigns of the OWNER/LESSOR. Notwithstanding and foregoing, this lease shall not be sold nor the payments due or to become due hereunder assigned without the prior written consent of the other party.

9. OWNERSHIP OF THE LEASED POLLING PLACE PREMISES

The OWNER/LESSOR affirms that the LEASED POLLING PLACE PREMISES is not owned, occupied, or leased by a candidate in an election, or is a spouse of

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any such candidate, or an officer or employee of the state, city, or any of its political subdivisions.

10. TAXES

The OWNER/LESSOR agrees to be fully responsible for the payment of any state and/or federal taxes due under this Agreement. The federal identification number or social security number of the OWNER/LESSOR is XX-XXX0374.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2011.

WITNESSES:

WITNESSES:

PARISH OF Lafourche

By: _____

Title: Charlotte A. Randolph - Parish President

OWNER/LESSOR

By: _____

Title: _____

ITEM 6

The following ordinance was introduced by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN PROTECTOR FIRE COMPANY NO. 2 (OWNER/LESSOR) AND LAFOURCHE PARISH GOVERNMENT (PARISH) FOR LEASING THE PREMISES LOCATED AT 549 TETREAU STREET, THIBODAUX, LA 70301 FOR USE AS A POLLING PLACE FOR WARD 2 PRECINCT 8, WARD 2 PRECINCT 14 AND WARD 2 PRECINCT 14A OF LAFOURCHE PARISH AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, this lease agreement is necessary to follow Ordinance No. 4941 for the reapportionment of Lafourche Parish creating wards, precincts, councilmatic districts and the establishment of polling places; and

WHEREAS, said agreement shall have the same terms and conditions of the original lease with automatic renewal for a like term of one (1) year unless one of the parties to said agreement notifies the other, at least thirty (30) days prior in writing of the desire not to renew the lease agreement and thirty (30) days prior to the expiration date of said agreement; and

WHEREAS, said agreement was made for and in consideration of a rental rate of \$150.00 per election in accordance of the terms of said agreement; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Louis Richard, Councilman, District 3; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approves a lease agreement between Protector Fire Company No. 2 (Owner/Lessor) and Lafourche Parish Government (Parish) for leasing the premises located at 549 Tetreau Street, Thibodaux, LA 70301 for use as a polling place for Ward 2 Precinct 8, Ward 2 Precinct 14 and Ward 2 Precinct 14A of Lafourche Parish and authorizes the Parish President to sign, execute and administer any and all relevant documents.



ITEM 6

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council convened in Regular Session on _____, and hereby approves a lease agreement between Protector Fire Company No. 2 (Owner/Lessor) and Lafourche Parish Government (Parish) for leasing the premises located at 549 Tetreau Street, Thibodaux, LA 70301 for use as a polling place for Ward 2 Precinct 8, Ward 2 Precinct 14 and Ward 2 Precinct 14A of Lafourche Parish and authorizes the Parish President to sign, execute and administer any and all documents.

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance shall be forwarded to Protector Fire Company No. 2; Secretary of State, Department of Elections; U.S. Department of Justice; Lafourche Parish Registrar of Voters; Lafourche Parish Clerk of Court; Lafourche Parish Government Department of Finance, Office of Risk Management, and the Office of the Parish Administrator; and

BE IT FURTHER ORDAINED, that;

SECTION 1. That upon receipt of any correspondence from the Secretary of State, Department of Elections or Department of Justice, the Council Clerk shall forward said correspondence to the Office of the Parish President and Parish Administrator.

SECTION 2. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective immediately.

**LOUIS RICHARD, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

ITEM 6

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, 2011, at _____, __.m.

APPROVED: _____

VETOED: _____

**Charlotte A. Randolph
Lafourche Parish President**

Returned to the Council Clerk on

_____, 2011, at _____, __.m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No._____, enacted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2011.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 6

POLLING PLACE LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF Lafourche

THIS AGREEMENT made this 27th day of September, 2011, by and between Protector Fire Company No. 2, ('OWNER/LESSOR') and/or the agent of OWNER/LESSOR and the parish of Lafourche, ("PARISH") hereby agrees that OWNER/LESSOR will lease the following premises ("LEASED POLLING PLACE PREMISES") located at 549 Tetreau Street Thibodaux, Louisiana 70301, for use as a polling place in accordance with Title 18, section 533 of the Louisiana Revised Statutes.

1. TERM

This lease agreement is for a term commencing on 27th day September 2011 and ending on September 27th, 2012.

2. AUTOMATIC RENEWAL

This agreement shall automatically renew for a like term of one (1) year at the same rental rate, unless one of the parties to this agreement notifies the other, at least thirty (30) days prior in writing of the desire not to renew the lease agreement at least thirty (30) days prior to the expiration date of this agreement.

3. PAYMENT OF RENT

This agreement was made for and in consideration of a rental rate of \$ 150.00 per election in accordance of the terms of this agreement. All rental payments shall be mailed to the following address: Post Office Box 5544 Thibodaux, Louisiana 70302

4. TERMINATION OF AGREEMENT

Either party may terminate this agreement upon written notice to the other party at any time, except during the period commencing two (2) days before the date that qualifications open for an election.

5. LEASED POLLING PLACE PREMISES REQUIRMENTS

The LESSOR/OWNER shall give the PARISH the exclusive use of the leased premises for each election held in and involving Ward/district/precinct Ward 2, Precinct 8 & 14, Ward 2 Precinct 14A or any parts thereof. The PARISH is authorized to use and occupy the LEASED POLLING PLACE PREMISES on such election days. Additionally, the OWNER/LESSOR agrees that the LEASED POLLING PLACE PREMISES SHALL BE EQUIPPED WITH THE FOLLOWING:

- (i) sanitary facilities
- (ii) proper electric current, fixtures, and outlets necessary to Voting Machines and conduct the election; and

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- (iii) meet the requirements for accessibility for individuals with disabilities.

6. LEASE AGREEMENT CONTINGENT UPON POLLING PLACE BEING IN FULL COMPLIANCE WITH THE ADA AND VOTING RIGHTS ACCESSIBILITY FOR THE ELDERLY AND HANDICAPPED ACT

OWNER/LESSOR AGREES that the LEASED POLLING PLACE PREMISES shall be in full compliance with the Americans with Disabilities Act and Voting Rights Accessibility for the Elderly and Handicapped Act. In the event said LEASED POLLING PLACE PREMISES fails to be in compliance with the Americans with Disabilities Act and the Voting Rights Accessibility for the Elderly and Handicapped Act, the Parish shall immediately give written notice to the OWNER/LESSOR within seven (7) days of the noncompliance and thereafter OWNER/LESSOR will have Thirty (30) days to rectify and/or remedy those defects which cause the LEASED POLLING PLACE PREMISES to fail to be in compliance. Moreover, in the event OWNER/LESSOR fails to rectify and/or remedy those conditions within thirty (30) days of notice of noncompliance, the PARISH has the sole and exclusive right to immediately terminate this agreement.

7. LIABILITY

OWNER/LESSOR of the premises to be used by any person as a polling place on any election day shall not be liable to such person for injury to person or property which occurs on the premises while it is being used as a polling place on any election day, but does not exclude any liability which would otherwise exist for willful or malicious injury to persons or property or liability imposed on the owner, lessee, or occupant of the premises pursuant to Civil Code Articles 2317 or 2322. Nothing shall be construed to relieve any person using the premises of another as a polling place from any obligation which he may have in the absence of these provisions to exercise care in his use of such premises or from the legal consequences of failure to employ such care.

8. TRANSFERABILITY

The OWNER/LESSOR may not assign either this lease agreement and any of its rights, interest or obligations hereunder without the prior written approval of the PARISH. All terms and conditions of this lease shall be binding and enure to the benefit of and be enforceable by the respective successors and permitted assigns of the OWNER/LESSOR. Notwithstanding and foregoing, this lease shall not be sold nor the payments due or to become due hereunder assigned without the prior written consent of the other party.

9. OWNERSHIP OF THE LEASED POLLING PLACE PREMISES

The OWNER/LESSOR affirms that the LEASED POLLING PLACE PREMISES is not owned, occupied, or leased by a candidate in an election, or is a spouse of

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any such candidate, or an officer or employee of the state, city, or any of its political subdivisions.

10. TAXES

The OWNER/LESSOR agrees to be fully responsible for the payment of any state and/or federal taxes due under this Agreement. The federal identification number or social security number of the OWNER/LESSOR is XX-XXX2086.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2011.

WITNESSES:

PARISH OF Lafourche

By: _____

Title: Charlotte A. Randolph- Parish President

WITNESSES:

OWNER/LESSOR

By: _____

Title: _____