

**LEASE/OPERATING AGREEMENT**

**DRAFT**

**BE IT KNOWN** that on the dates hereinafter set forth, before us, the undersigned authorities, Notaries Public, duly commissioned and qualified, in and for our respective jurisdictions, therein residing, and in the presence of the undersigned competent attesting witnesses, personally came and appeared:

**OUACHITA PARISH POLICE JURY**, a body politic of the State of Louisiana, represented herein by its duly authorized President, Shane Smiley, as per authority granted on \_\_\_\_\_, hereinafter referred to as "OWNER";

AND;

**LINCOLN PARISH DETENTION CENTER COMMISSION**, a body politic of the State of Louisiana, represented herein by its duly authorized Chairman, Mr. Joe Henderson, as per authority granted on \_\_\_\_\_, hereinafter referred to as "LESSEE";

who declared that OWNER is the owner and present operator of the Green Oaks Juvenile Detention Center (hereinafter referred to as "FACILITY") located at 4820 South Grand Street, Monroe, Louisiana 71202; that OWNER and LESSEE desire to enter into an Agreement whereby LESSEE will, under the terms, conditions and provisions hereinafter set forth, rent two (2) beds located at the FACILITY and OWNER and LESSEE do by this act and these presents enter into the following Lease/Operating Agreement, to-wit:

**TERM AND PURPOSE**

This agreement shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and shall be for a term of one (1) year, unless sooner terminated in accordance with the terms and provisions contained herein, and shall end at midnight on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_. The purpose of this Operating Agreement is to allow LESSEE to rent two (2) beds located at the FACILITY and to house, assist and afford opportunities to pre-adjudicatory and post-adjudicatory children who enter the juvenile justice system to become productive, law abiding citizens of the communities and parishes of the State of Louisiana, by the establishment of rehabilitative programs within a structured environment.

**OBLIGATIONS OF OWNER**

The OWNER shall make available to LESSEE on the effective date of this Operating Agreement, two (2) beds along with existing equipment, fixtures and other movables located in the FACILITY. OWNER shall be responsible for the cost of all maintenance and repairs to the

FACILITY; property and casualty insurance; costs of utilities, to include, but not be limited to, electricity, gas, and water.

OWNER shall operate the FACILITY in a manner consistent with the purpose of this Operating Agreement and shall be responsible for all employees' salaries; payroll expenses; employee benefits; personnel travel of its employees; transportation (unless otherwise limited herein); provide one computer and software program to handle the bookkeeping, payroll and financial affairs of the facility; liability insurance; workmen's compensation insurance; postage and freight; printing and advertising; telephone and communication expenses; materials and supplies, including non-prescription medications and office supplies; and other expenses.

Owner shall not be obligated to arrange or provide transportation outside of Ouachita Parish of or for any occupant provided pursuant to this Agreement, including but not limited to, transportation to and from court, healthcare appointments, and other scheduled events calling for such occupant's presence.

#### **OBLIGATIONS OF LESSEE**

LESSEE shall reimburse OWNER for all medical expenses administered at the FACILITY for any occupant provided pursuant to this agreement.

LESSEE shall promptly pay unto OWNER a daily rental amount pursuant to those terms and conditions in the following paragraph.

LESSEE shall be responsible for all transportation of any occupant outside of Ouachita Parish provided pursuant to this Agreement, including but not limited to, transportation to and from Court, healthcare appointments, and other scheduled events calling for such occupant's attendance.

#### **COMPENSATION TO OWNER**

LESSEE shall pay to OWNER the ONE HUNDRED THIRTY-FIVE AND NO/100 (\$135.00) DOLLARS per bed per day, payable in twelve (12) monthly installments based on the number of days in each particular month, the first installment due and payable on the date of the inception of this Operating Agreement and on the same day of each succeeding month during the term of this agreement.

#### **AUTHORITY OF OWNER**

OWNER shall have full control over all bed space and the day to day operations of the FACILITY. OWNER shall have the authority to handle and provide all medical, recreational,

psychological and other programs for detainees and authority to provide educational programs in coordination with other agencies. OWNER shall have full authority over the management of all personnel employed by the FACILITY and none of said employees shall be deemed to be an employee of LESSEE.

#### **LIABILITY OF PARTIES AND INDEMNITY**

OWNER hereby assumes responsibility for and agrees to protect, indemnify, keep safe and hold harmless LESSEE against all accidents, claims, losses, costs, expenses or damages arising out of any matter, thing, accident, action or other occurrence causing injury to any person or property which occurred prior to the effective date of this Operating Agreement. The liability insurance, which is an obligation of OWNER, shall be maintained in an amount of not less than \$1,000,000.00.

Each party shall protect, defend, indemnify and hold harmless the other party, their officers, directors, employees, representatives, and other agents from and against, any and all loss, damage, liability and expenses of every nature and kind, including without limitation, all court costs, reasonable attorney's fees and legal expenses, however caused or occurring, including, without limitation, injuries or deaths of persons or damage to property, either belonging to either party or to others directly or indirectly caused by, arising from or in any way related to this agreement, except to the extent caused by the negligence or conduct of either party, their representatives, agents, successors, assigns or employees.

#### **DEFAULT, TERMINATION AND DAMAGES**

Neither OWNER nor LESSEE shall be considered as in default as to any obligation or condition of this Operating Agreement, and the Operating Agreement shall not be considered as violated in any way, unless the status claimed to be a default or violation shall continue for fifteen (15) days after written notice is posted by certified mail to OWNER or LESSEE, as the case may be, for amounts due, including any penalties and interest, if the sum be for money, within thirty (30) days after the notice is given. Non-monetary defaults may be cured by the good faith commencement of activity needed to cure within the thirty (30) day period and diligently continuing such activities until cure is completed.

Each condition, provision and obligation hereof is essential to this Operating Agreement; any default by either party in the performance of the letter of intent of each condition, provision

and/or obligation stipulated herein shall be grounds for the other party not being in default for there to be a termination of this agreement.

Failure of either party to strictly and promptly enforce any condition, provision or obligation herein stipulated shall not operate as a waiver of said party's right, each party expressly reserving the right to always enforce the provisions of this agreement. Failure to comply with any condition or obligation of this Operating Agreement shall make the defaulting party liable for any loss or damage sustained by the non-defaulting party.

At any time OWNER may terminate this agreement by providing LESSEE a written request for cancellation a minimum of thirty (30) days prior to its termination. Such notice shall be mailed by certified mail to the address provided by LESSEE below.

At the expiration of this agreement, or its termination for other cause, LESSEE is obligated to surrender possession of two (2) beds and forego any and all rights it may have to the FACILITY to OWNER upon the expiration or termination of this agreement.

#### **ASSIGNABILITY**

Each party hereto agrees that its rights and obligations hereunder are not assignable without the express, written consent of the other party.

#### **EXCLUSIONS**

Should OWNER be prevented from operating the FACILITY from causes due directly or indirectly by hostile or war-like actions, at a time of peace and war, including any action in hindering, combating or defending actual, impending or expected attack, any riot or civil commotion, nuclear holocaust or force majeure, or should same cause OWNER to be in default of OWNER'S obligations hereunder, then, and in that event, OWNER'S obligations under this agreement shall be suspended during the period of such occurrences, if they prevent OWNER'S operations and/or cause OWNER to default in its obligations hereunder.

#### **NOTICES**

Any notices set forth or required herein shall be delivered by certified mail, return receipt requested, to OWNER or LESSEE, as the case may be, addressed as follows:

##### **OWNER**

Green Oaks Juvenile Detention Center  
ATTN: Mr. Lamar Anderson  
4820 South Grand Street  
Monroe, Louisiana 71202

##### **LESSEE**

Lincoln Parish Detention  
Center Commission  
ATTN: Mr. Joe Henderson  
100 W. Texas Ave.-3<sup>rd</sup> Floor  
Ruston, LA 71270

**ACCEPTANCE**

The parties hereto accept this Operating Agreement and all its parts and clauses, and agree that this writing covers the entire agreement existing between the parties hereto and that no contemporaneous or subsequent agreement entered into with reference to this Operating Agreement, by the parties hereto, shall be binding upon any party hereto unless reduced to writing and signed by OWNER and LESSEE.

THUS DONE AND SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, in the presence of the undersigned competent attesting witnesses and me, Notary Public, after a reading of the whole.

WITNESSES:

OUACHITA PARISH POLICE JURY

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Shane Smiley, President

\_\_\_\_\_  
NOTARY PUBLIC  
# \_\_\_\_\_

THUS DONE AND SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, in the presence of the undersigned competent attesting witnesses and me, Notary Public, after a reading of the whole.

WITNESSES:

LINCOLN PARISH DETENTION  
CENTER COMMISSION

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Joe Henderson, Chairman

\_\_\_\_\_  
NOTARY PUBLIC  
# \_\_\_\_\_