

**MOTION**

**NO. M-25-479**

**CITY HALL: September 25, 2025**

**BY: COUNCILMEMBERS GREEN, KING, HARRIS AND THOMAS (BY REQUEST)**

**WHEREAS**, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year or providing for legal services must be signed by the President of the City Council; and

**WHEREAS**, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

**WHEREAS**, the New Orleans Health Department and Executive Plaza, after completing the appropriate procurement process to renew a lease and signage agreement for twenty-four months for a total of \$78,876.92 for the WIC program which provides services in the building;  
**NOW THEREFORE**

**BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS**, That the President of the Council shall be added as a signatory to the signage agreement between the City of New Orleans Health Department and Executive Plaza; and

**BE IT FURTHER MOVED**, That the President of the Council is hereby authorized to sign the signage agreement between the City of New Orleans Health Department and Executive Plaza, as attached hereto as Exhibit A; and

**BE IT FURTHER MOVED**, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

**THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:**

**YEAS:**

**NAYS:**

**ABSENT:**

**AND THE MOTION WAS ADOPTED.**



# Executive Plaza

10001 Lake Forest Blvd, Suite 200  
New Orleans, LA 70127

## Signage Lease Agreement

The parties to this Agreement are **Executive Plaza, LLC** (hereinafter referred to as the “Owner”) and **The City of New Orleans** (hereinafter referred to as “the Tenant”). It is the intention of the parties to enter into a Signage Lease Agreement for the dual purposes of providing the **Tenant** with advertising exposure and the **Owner** with revenue. The agreement of the **Owner** and **Tenant** is as follows:

**1. LEASE TERM**

The term of this Agreement shall be in accordance with the current signed Tenant Lease Agreement dated September 1st, 2024 and will expire accordingly.

**2. LEASE AMOUNT**

The **Tenant** agrees to pay the **Owner** the sum of \$100 monthly on or before the last day of each month. Failure to pay on or before the last day of the month will result in the immediate removal of the signage.

**3. OWNERSHIP**

Ownership of the signage which is displayed pursuant to this Agreement shall be exclusively with the **Tenant**. The **Owner** agrees to turn over the signage to the **Tenant** at the end of the Lease Term, if requested by the **Tenant**.

**4. CONDITION OF SIGNAGE**

The **Owner** makes no warranties or guarantees regarding the condition or appearance of the signage during the Lease Term. The **Owner** agrees to contact the **Tenant** in the event the signage is damaged, destroyed or is otherwise in need of repair; however, any repair or replacement of the signage shall be at the sole expense of the **Tenant**. Furthermore, if it is determined by the **Owner** that the signage covered by this Agreement is in need of replacement or repair and the **Tenant** fails to take timely measures (30 days or less) toward repairing or replacing the signage, the **Owner** shall have the right to remove the signage until it is satisfactorily repaired or replaced by the **Tenant** and such removal shall not be construed as a breach of this Agreement, the other terms of which shall remain in full force and effect. The **Owner** deems the current condition of the **Tenant’s** existing sign at the time of this agreement on the Executive Plaza marquee as acceptable.

**5. COST OF PRODUCING THE SIGN AND GRAPHICS APPROVAL**

The **Tenant** shall be responsible for the cost of producing the signage to be displayed under this Agreement. The parties agree that the sign will be constructed of material(s) approved by the **Owner**. Furthermore, the parties agree that the **Owner** shall have final approval of all graphics to be placed on the signage before the sign vendor proceeds with its work in producing the sign. If such approval is not received, the sign will not be displayed and the **Tenant** will bear all costs associated with producing a new sign with acceptable graphics. Such circumstances will not void the remainder of the obligations under this Agreement.

**6. APPROVAL BY THE CITY OF NEW ORLEANS**

The **Tenant** understands the City of New Orleans must approve any advertising. To that end, the parties agree that this Agreement is contingent on its approval by the City of New Orleans in all respects. If, for some reason, the City of New Orleans refuses to give its permission to allow the advertising contemplated by this Agreement, this Agreement will be deemed null and void and

neither the **Tenant** nor the **Owner** shall owe any further duty to the other with respect to this Agreement.

**7. TIME AND AMOUNT OF PAYMENT**

The parties agree that the timing and amounts of the payments owing under this Agreement and set forth in Section Two (2) above are essential parts of this Agreement. In the event the **Tenant** does not make such payments in the stated amounts and within the time frames set forth in this Agreement, the **Tenant** will be deemed to be in breach of this Agreement and the **Owner** will have the right to immediately remove the signage from display (if it has been installed), and shall retain all of its other rights and remedies available in equity or under the law with regard to enforcement of the provisions of this Agreement.

**8. BINDING EFFECT**

The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

**9. HEADINGS**

The section headings in this Agreement are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Agreement.

**10. GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

**11. RELATIONSHIP OF THE PARTIES**

The **Tenant** and the **Owner** shall not be considered or deemed joint ventures or partners and neither shall have the power to bind or obligate the other except as set forth herein.

**12. MODIFICATION**

No changes, additions, or amendments to this Agreement shall be binding unless initialed by authorized representatives of both parties (who by their initials warrant their authority to bind their respective entities).

**13. ENTIRE AGREEMENT**

This Agreement supersedes all agreements previously made between the parties (if any) relating to the subject matter of this Agreement. There are no understandings or agreements between the parties which relate to the subject matter of this Agreement except as set forth in this document.

We the undersigned, have read, understand, and agree to each of the provision of this Agreement and hereby acknowledge receipt of a copy of this contract.

By Gowri S. Kailas Date: 7-16-2024

**Gowri Kailas**  
Executive Plaza, LLC, Managing Member

By \_\_\_\_\_ Date: \_\_\_\_\_

**Mayor LaToya Cantrell**  
The City of New Orleans

By \_\_\_\_\_ Date: \_\_\_\_\_

**President of the Council**  
The City of New Orleans

Witness (es):

By Keion Haydel Date: 7-16-24

Printed Name: Keion Haydel

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Witness for The City of New Orleans:

By \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Name Sheneda Jackson Ext. 658-2513  
Person responsible for routing

**CHECK SHEET TO BE USED FOR  
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS  
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Motion to authorize the President of City Council to sign the signage agreement for Executive Plaza and the Mayor of the City of New Orleans to enter into an agreement with Executive Plaza to provide signage for the New Orleans Health Department WIC Program which provides services in the building.

- 1.   
Department Head
- 2. Tanya L. Irwin  
Department of Law
- 3.   
Chief Administrative Officer
- 4.   
Director of Council Relations
- 5. \_\_\_\_\_  
Initials of Sponsoring Council Member

**COUNCIL ACTION**

Council Members Present: \_\_\_\_\_

Absent: \_\_\_\_\_

**AMENDMENTS:**

**FINAL ADOPTION:**

\_\_\_\_\_ **MOVED:** \_\_\_\_\_

\_\_\_\_\_ **2<sup>ND</sup>:** \_\_\_\_\_

\_\_\_\_\_ **YEAS:** \_\_\_\_\_

\_\_\_\_\_ **NAYS:** \_\_\_\_\_

\_\_\_\_\_ **ABSENT:** \_\_\_\_\_

\_\_\_\_\_ **RECUSED:** \_\_\_\_\_

7. \_\_\_\_\_  
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature. REF. POLICY MEMORANDUM NO. 3



**CONTRACT SUMMARY  
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL  
BEFORE SUBMISSION TO CLERK OF COUNCIL**

**Requesting Department or Agency:** \_\_\_\_\_

**Name of Contact Person:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Initials of Sponsoring Councilmember(s):** \_\_\_\_\_

**PROVIDE THE FOLLOWING CONTRACT DETAILS**

**1. The purpose and need for the contract:** \_\_\_\_\_

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

**2. The parties involved:** \_\_\_\_\_

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

**3. The obligations, expectations, and deliverables of the parties involved:** \_\_\_\_\_

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

**4. The duration of the contract:** \_\_\_\_\_

**5. The cost and any fiscal implications of the contract for the City:** \_\_\_\_\_

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

**6. Describe disadvantaged business enterprise (DBE) participation:** \_\_\_\_\_

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

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