

**MOTION**

**NO. M-26-108**

**CITY HALL: March 12, 2026**

**BY: COUNCILMEMBERS KING, HARRIS AND GREEN (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 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 City of New Orleans, Office of the Independent Police Monitor, and 2714 Canal Building, LLC, desire to enter into a contract for real estate lease of office space, for a period of 3 years, the total compensation being \$168,000.12; **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 contract between the City of New Orleans and 2714 Canal Building, LLC; and

**BE IT FURTHER MOVED**, That the President of the Council is hereby authorized to sign the contract between the City of New Orleans and 2714 Canal Building, LLC, 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.**

**LEASE AGREEMENT**

Dated: November 6, 2025

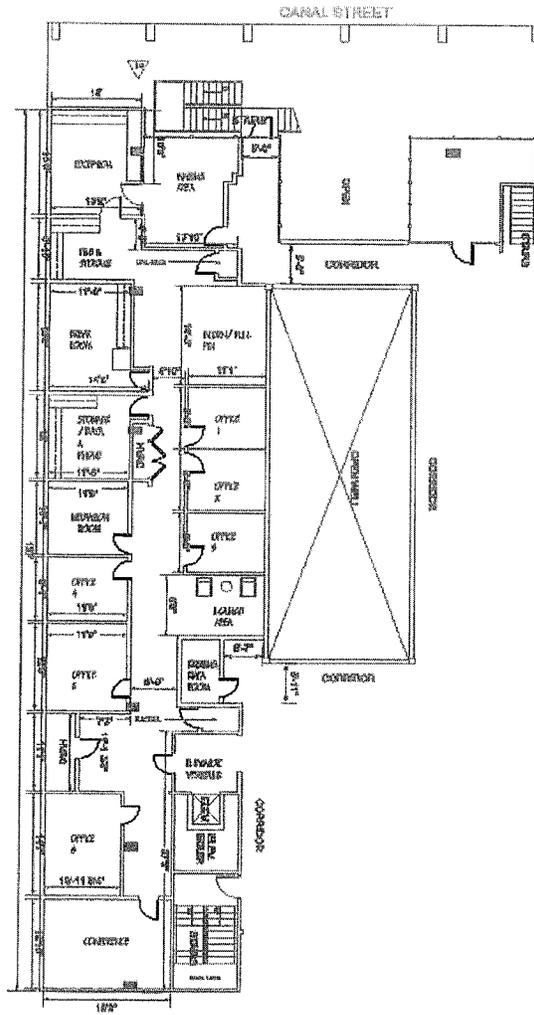
<b>Parties</b>	1. 2714 Canal Building, LLC , (hereinafter referred to, whether one or more, as "Lessor") hereby leases to City of New Orleans/Office of the Independent Police Monitor. (hereinafter referred to, whether one or more, as "Lessee"), the following described property:
<b>Leased Premises</b>	2. The individual offices known as <u>Suite 201</u> in the building located at <u>2714 Canal St., New Orleans, Louisiana</u> . Consisting of approximately 3500 rentable square feet of Suite 201. The leased premises shall be designated on the floorplan attached as Exhibit "A". Layout not included.
<b>Term</b>	3. This lease is for a term of Three Years commencing on <b>December 1, 2025</b> and ending at midnight, <b>November 30, 2028</b> . Tenant will be granted early occupancy of the Premises upon completion of any necessary improvements and upon payment of first month full / prorated rental amount, payment of the Security Deposit and receipt of an insurance certificate issued in accordance with this Lease. Lessor and Lessee shall have the right to terminate this Lease with 180 Day written notice to the other party.
<b>Use of Premises</b>	4. The leased premises shall be used only for the following purposes: <u>General Office</u> .
<b>Security Deposit</b>	5. Lessee has deposited with Lessor, a security deposit in the amount of <u>\$4,083.33 (Deposit from November 2015)</u> which is hereby pledged and in which a security interest is hereby granted to secure the faithful performance of all obligations of Lessee under this lease. Said deposit shall be non-interest bearing and shall not be considered rent under this lease. Said deposit shall not be released until this lease has terminated and it has been determined by Lessor that Lessee has complied with all of Lessee's obligations under this lease. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any rent or other sum to which Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby.
<b>Rental terms and Place of Payment</b>	6. The rental payment under this lease shall be as follows: <b>1<sup>st</sup> year \$16.00 per ft. \$4666.67 Monthly (December 1, 2025 to November 30, 2026)</b> <b>2<sup>nd</sup> year \$16.00 per ft. \$4666.67 Monthly (December 1, 2026 to November 30, 2027)</b> <b>3<sup>rd</sup> year \$16.00 per ft. \$4666.67 Monthly (December 1, 2027 to November 30, 2028)</b>  Rent for the first month or any prorated fractional month within the term of this lease is payable upon execution of this lease by all parties. Rent for subsequent months shall be payable on the first day of each calendar month thereafter; except that if this is a renewal lease, rent shall be payable on the date of the beginning of this lease and on the same day of each month thereafter. All payments of rent shall be made to:  2714 Canal Bldg., LLC 6600 Plaza Drive, Building Manager's ofc. Suite 600 New Orleans, Louisiana 70127  Lessor may from time to time designate other persons for payment of rent by notice to Lessee.
<b>Parking</b>	7. Lessee shall be permitted to park 6 car(s) on a non-exclusive basis in a non-reserved parking space. Additionally up to 10 non-assigned parking spaces for clientele shall also be made available.
<b>Early Occupancy</b>	8. If Lessee occupies the property prior to the commencement date, Lessee's occupancy of the property shall be subject to all of the provisions of this lease. Early occupancy of the property shall not advance the expiration date of this lease. Lessee shall pay rent and all other charges specified in this lease for the early occupancy period.

Initials: Lessor: \_\_\_\_\_  
 Lessee: \_\_\_\_\_

<b>Damage by Fire or Other Casualty</b>	16. If the leased premises are destroyed, or damaged to an extent so as to render them wholly unfit for the purposes for which they are leased, by fire or other casualty, this lease shall automatically terminate, provided such destruction of damage is not caused by the neglect or design of Lessee
<b>Right of Entry by Lessor</b>	17. Lessor or Lessor's duly appointed agent(s) shall have the right to enter the leased premises at all reasonable times with Lessee present for the purpose of inspecting the same. Due to the confidential nature of Lessee's work, Lessor may not enter the premises without Lessee's permission and presence.
<b>Surrender of Possession</b>	18. Upon expiration or termination of this lease, Lessee shall surrender possession of the leased premises immediately to Lessor. Any holding over by Lessee shall not operate, except by written agreement, to extend or renew this lease, but in such case, Lessor may terminate Lessee's occupancy at once or may consider such occupancy to be from month to month; and Lessee, in the event of such holding over without Lessor's consent, shall pay 150% of the rent stipulated in this lease, together with such loss or damage as may be caused Lessor by such holding over. Lessee hereby waives any and all notices to vacate under La. Code Civ. P. art. 4701.
<b>Manner of Use</b>	19. Lessee shall not cause or permit the property to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, or which annoys or interferes with the rights of other tenants, if any, of the development of which the property is part, or which constitutes a nuisance or waste. Lessee shall obtain and pay for all permits, including a Certificate of Occupancy, required for Lessee's occupancy of the property and shall promptly take all substantial and non-substantial actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Lessee of the property, including the Occupational Safety and Health Act.
<b>Default</b>	20. If Lessee fails to pay any installment of rent due under this lease, or fails to comply with any other provision of this lease within ten (10) days after notice by Lessor to Lessee demanding same, provided that said notice need not be given with regard to nonpayment of rent, or if Lessee abandons the leased premises or discontinues the use of the leased premises for the purpose for which leased, or removes from the leased premises any property against which Lessor is entitled to a Lessor's lien, or makes an assignment for the benefit of creditors or is adjudged a bankrupt in an involuntary bankrupt proceeding, or files any type of proceeding, or applies for any relief under the laws of the United States relating to bankruptcy, or State laws relating to insolvency or if a receiver or other custodian is appointed for Lessee for any of Lessee's property by any court, then in any of such events, Lessor shall have the right, at Lessor's option, without putting Lessee in default and without notice to vacate, notice of default, (1) to cancel this lease effective immediately or effective as of any date Lessor may select, or (2) to proceed one or more times for past due installments of rent only, without prejudicing the right to proceed later for additional installments or exercise any other remedy, or (3) to declare the unpaid rent for the entire unexpired term of this lease immediately due and payable and at once demand and receive payment hereof, or (4) to have recourse to any other remedy or mode of redress to which Lessor may be entitled by law. In the event Lessor exercises the right to cancel this lease, then (a) Lessor shall have the right, as soon as said cancellation is effective, to re-enter the leased premises and to re-let the same for such price and on such terms as may be immediately available, without notice or court proceedings, Lessee hereby assenting thereto and expressly waiving any notice to vacate, and (b) Lessee shall be and remain liable not only for rent payable to the date such cancellation becomes effective, but also for all damage or loss suffered by Lessor for the remaining term of this lease resulting from such cancellation. Failure of Lessor to exercise any right granted in this paragraph shall not be construed as a waiver of the right and no indulgence by Lessor shall be construed as a waiver of any right herein granted.
<b>Notices</b>	21. Any notice or other communication required or permitted to be given under this lease by Lessee to Lessor shall be in writing and shall be delivered in person or sent by United States Certified or Registered Mail, postage prepaid, return receipt requested, and addressed to Lessor at the following address: <b>2714 Canal Building, LLC, 6600 Plaza Drive, Suite 600, New Orleans, LA 70127</b> . Any notice or other communication required or permitted to be given under this lease by Lessor to Lessee shall be in writing and shall be delivered in person or sent by United States Certified or Registered Mail, postage prepaid, return receipt requested, addressed to Lessee at the leased premises. Each notice or communication shall be deemed to have been given as of the date so mailed or delivered, as the case may be.
<b>Partial Invalidity</b>	22. If any provision of the lease or 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 provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

<b>Successors and Assigns</b>	32. All of the provisions contained herein shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, assigns and nominees.
<b>No Discrimination</b>	33. Lessor promises, and it is a condition to the continuance of this lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, religion, national origin or marital status in the leasing, subleasing, transferring, occupancy, tenure or use of the property or any portion thereof.
<b>Applicable Law</b>	34. This lease shall be deemed to be a contract made under the laws of the State of Louisiana and shall be construed in accordance with and governed by the laws of the State of Louisiana and ordinances of the municipality and parish where the leased premises are situated and the rules and regulations of their duly constituted authorities.
<b>Corporate Or Partnership Lessee</b>	35. If Lessee is a corporation or limited liability company, each person signing this lease on behalf of Lessee represents and warrants that he (she) has full authority to do so and that this lease binds the corporation. Within thirty (30) days after this lease is signed, Lessee shall deliver to Lessor a certified copy of a resolution of Lessee's Board of Directors authorizing the execution of this lease or other evidence of such authority reasonably acceptable to Lessor. If Lessee is a partnership, each person signing this lease for Lessee represents and warrants that he is a general partner of the partnership, that he has full authority to sign for the partnership and that this lease binds the partnership and all general partners of the partnership. Lessee shall give written notice to Lessor of any general partner's withdrawal or addition. Within thirty (30) days after this lease is signed, Lessee shall deliver to Lessor a copy of Lessee's recorded statement of partnership or certificate of limited partnership.
<b>Paragraph Headings</b>	36. The paragraph captions and headings are for convenience of reference only and in no way shall be used to constitute or modify the provisions set forth in this lease.
<b>Signatures</b>	<p>Dated _____, 20____</p> <p style="text-align: right;"><b>Lessee:</b> <b>City of New Orleans</b></p> <p><b>Witnesses:</b></p> <p>_____</p> <p style="text-align: right;">By: _____ (Signature)</p> <p style="text-align: right;">_____ (Printed Name)</p> <p style="text-align: right;">_____ (Title)</p> <p style="text-align: right;"><b>Lessor:</b> <b>2714 Canal Building, LLC</b></p> <p>_____</p> <p style="text-align: right;">By: _____ (Printed Name)</p> <p style="text-align: right;">_____ (Title)</p>

EXHIBIT "A"



11. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 8:00 A.M. the following day, access to the Building, or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. The Lessor shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Lessor reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the Lessees and protection of property in the Building and the Building. The building will be accessible to the Lessee during times of natural disasters or at all times that the city's emergency management system is in operation. It is part of the Lessee's normal duties to continue operations during natural disasters and other emergencies.

12. Lessor reserves the right to exclude or expel from the Building any person who, in the judgment of Lessor, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

13. No vending machine or machines of any description, shall be installed, maintained or operated upon the Premises without the written consent of the Lessor.

14.

15. Lessee shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.

16. Without the written consent of Lessor, Lessee shall not use the name of the Building in connection with or in promoting or advertising the business of Lessee except as Lessee's address.

17. Lessor shall have the right to control and operate the public portions of the Building, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the Lessees, in such manner as it deems best for the benefit of the Lessees generally.

18. All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

19. Normal building hours except for legal holidays shall be as follows:

Monday through Friday	8:00 a.m. - 6:00 p.m.
Saturday	9:00 a.m. - 1:00 p.m.

\_\_\_\_\_  
Lessor Representative (Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Address)

Sworn to and subscribed before me, in \_\_\_\_\_, Louisiana,  
this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Identification/Bar Roll Number

Calendar No. (Rev)  
(Exp)

Name Renee' Livious Ext. 504-220-8274  
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: Contract for 3-year office space lease for the Office of the Independent Police Monitor located at 2714 Canal St, Ste. 201, New Orleans, La. 70119

- 1. Stall Giner  
Department Head
- 2. [Signature]  
Department of Law
- 3. [Signature]  
Chief Administrative Officer
- 4. [Signature]  
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.



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

**Requesting Department or Agency:** Office of the Independent Police Monitor

**Name of Contact Person:** Renee' Livious

**Telephone Number:** 504-220-8274

**Email Address:** rlivious@nolaipm.gov

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

**PROVIDE THE FOLLOWING CONTRACT DETAILS**

1. **The purpose and need for the contract:** This contract is for our multi-year lease for our office space.

2. **The parties involved:** 2714 Canal Building, LLC and Office of the Independent Police Monitor

3. **The obligations, expectations, and deliverables of the parties involved:** Provide office space

4. **The duration of the contract:** 3 years

5. **The cost and any fiscal implications of the contract for the City:** \$56,000.04 per year

6. **Describe disadvantaged business enterprise (DBE) participation:** This vendor is not a DBE