BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
9:00 a.m., Tuesday, August 21, 2012**
Claiborne Building Conference Center
Auditorium, Room 100, “The Louisiana Purchase Room”
1201 North Third Street
Baton Rouge, Louisiana

A. Call to Order

B. Roll Call

C. Invocation

D. Approval of June 18, 2012 Meeting Minutes and Ratification of July 19, 2012 Executive Committee Meeting Minutes.

E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. McNeese State University’s request for approval to reorganize the administrative structure in the College of Science.

2. Northwestern State University’s request for approval of a Proposal for a Graduate Certificate in Teaching English to Speakers of Other Languages (TESOL).

3. University of Louisiana at Monroe’s request for approval of its Proposal for a Master of Occupational Therapy graduate degree program.

** Executive Session, pursuant to R.S. 42:6.1, may be required.
Persons wishing to make public comment on any item on the agenda should complete a Public Comment Card and register with the Assistant to the Board.
4. University of Louisiana System’s request, on behalf of its nine institutions, for approval of a Proposal for a Collaborative B.A. in Organizational Leadership.

5. University of Louisiana System’s request for approval of System Universities’ 2012-13 Promotions in Faculty Rank and Recommendations for Tenure.

6. Other Business

F. REPORT OF ATHLETIC COMMITTEE

1. Northwestern State University’s request for approval of a contractual agreement with Head Baseball Coach, Mr. Lane Burroughs, effective July 1, 2012.

2. Southeastern Louisiana University’s request for approval of a contractual agreement with Head Track and Field Coach, Mr. James Brady, effective June 1, 2012.

3. Southeastern Louisiana University’s request for approval of a contractual agreement with Head Women’s Tennis Coach, Mr. Jason Hayes, effective June 1, 2012.

4. Southeastern Louisiana University’s request for approval of a contractual agreement with Head Softball Coach, Mr. Clyde “Pete” Langlois, effective June 1, 2012.

5. University of Louisiana at Monroe’s request for approval of a contractual agreement with Head Baseball Coach, Mr. Jeff Schexnaider, effective August 1, 2012.

6. University of Louisiana at Monroe’s request for approval of a contractual agreement with Head Basketball Coach, Mr. Keith Richard, effective August 1, 2012.

7. University of Louisiana at Monroe’s request for approval of its Revised Complimentary Ticket Policy.

8. University of Louisiana System’s report of significant athletic activities for the period of June 1 to August 8, 2012.

9. Other Business

G. REPORT OF AUDIT COMMITTEE

1. University of Louisiana System’s request for acceptance of Fiscal Year 2011-12 Financial and Compliance, and Federal Award Programs Representation Letters for:

   a. McNeese State University
   b. Southeastern Louisiana University
   c. University of Louisiana at Lafayette
   d. University of Louisiana at Monroe
e. University of New Orleans
f. University of Louisiana System

2. **University of Louisiana System**’s report on internal and external audits submitted for the period of June 1 to August 8, 2012.

3. Other Business

### H. REPORT OF FACILITIES PLANNING COMMITTEE

1. **Louisiana Tech University**’s request for approval to rename the Louisiana Tech University Technology Transfer Center in Shreveport (TTCS) the *Louisiana Tech University Shreveport Center*.

2. **Louisiana Tech University**’s request for approval to enter into a ground lease with the Louisiana Tech University Foundation to install lighting at the soccer field and to accept donations from the Foundation for the improvements to the facility upon completion of the installation.

3. **Nicholls State University**’s request for approval to name the Archives in the Ellender Memorial Library the *Phillip D. Uzee Archives*.

4. **Nicholls State University**’s request for approval to name the Generations Teaching Generations (GTG) classroom the *Frank Joseph DeSalvo Room*.

5. **Nicholls State University**’s request for approval to change the name of La Maison du Bayou to the *John A. Brady, Jr. Residential Complex*.

6. **Nicholls State University**’s request for approval to name the locker room in the women’s soccer room the *Lester S. Bimah Room*.

7. **Northwestern State University**’s request for approval to petition the Interim Emergency Board to address deterioration in the original Nursing Education Building #07459, 300 Warrington Place.

8. **University of Louisiana at Lafayette**’s request for approval to renew the terms of a lease with LSU System, Health Care Services Division.

9. **University of New Orleans**’ request for approval of a lease between University of New Orleans and the University of New Orleans Foundation for the use of 6401 St. Bernard Avenue, New Orleans, as the President’s Residence.

10. **University of Louisiana System**’s request for approval of Fiscal Year 2013-14 Capital Outlay Budget Request and Institutions’ Five-Year Capital Outlay Plans.

11. Other Business
I. REPORT OF FINANCE COMMITTEE

1. Louisiana Tech University’s request for approval to complete the refunding of the University’s outstanding Series 2002 Bonds and the issuance of the new Series 2012 Bonds.

2. McNeese State University’s request for approval to establish two LEQSF (8g) Endowed Professorships as follows:
   a. Citgo Petroleum Professorship in Engineering #7
   b. Thomas B. Shearman Professorship in Mass Communications

3. McNeese State University’s, Nicholls State University’s, Southeastern Louisiana University’s, and University of Louisiana at Lafayette’s request for contract pricing for Nursing Post Master’s Certificate Programs, with inclusion of Nicholls State University contingent upon approval to offer the Nursing Post Master’s Certificate Programs.

4. Nicholls State University’s request for approval to rescind the relationship between Nicholls State University and the Louisiana Center for Women and Government and allow the University to move into a relationship with the Center based on a Memorandum of Understanding.

5. University of Louisiana at Lafayette’s request for approval to place a referendum for a student self-assessed fee on the Fall 2012 ballot.

6. University of Louisiana at Monroe’s report on the refinancing of debt that was incurred by the University of Louisiana at Monroe Facilities Corporation for the construction of residential facilities, renovation of the student union, and construction of the university health center.

7. University of New Orleans’ request to approve a bond resolution authorizing the issuance of $9,700,000 in aggregate principal amount of Board of Supervisors for the University of Louisiana System Revenue Refunding Bonds (University of New Orleans Wellness Center Project) Series 2012.

8. University of Louisiana System’s request for approval of Fiscal Year 2012-13 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, and scholarships.

9. Other Business

J. REPORT OF PERSONNEL COMMITTEE

1. Louisiana Tech University’s request for approval to appoint Dr. Lawrence Leonard as Interim Dean of the College of Education effective September 1, 2012.

2. McNeese State University’s request for approval to appoint Dr. Musa Essaayad as the Dean of the College of Business effective August 1, 2012.
3. **University of Louisiana at Lafayette**'s request for approval to continue the interim appointment of Mr. Ken Ardoin as Vice President for University Advancement effective July 1, 2012.

4. **University of Louisiana at Lafayette**'s request for approval to appoint Dr. Ramesh Kolluru as Interim Vice President for Research effective August 13, 2012.

5. **University of New Orleans**' request for approval to appoint Dr. Norman Whitley as Interim Dean of the College of Engineering effective June 4, 2012.

6. Other Business

**K. SYSTEM PRESIDENT’S BUSINESS**

1. Personnel Actions

2. System President’s Report

3. Other Business

**L. BOARD CHAIR’S BUSINESS**

1. Board Chair’s Report

2. Other Business

M. Other Business

N. Adjournment
Item H.1. Louisiana Tech University's request for approval to rename the Louisiana Tech University Technology Transfer Center in Shreveport (TTCS) the Louisiana Tech University Shreveport Center.

EXECUTIVE SUMMARY

The University requests approval to rename the Louisiana Tech University Technology Transfer Center in Shreveport (TTCS) to the Louisiana Tech University Shreveport Center.

This name reflects the broader University activities that have been taking place in the Center for years. It will also enable the University to communicate more effectively its commitment to the Shreveport community to support their broader workforce and innovation capacity development needs.

See the attached letter describing more information regarding this issue.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to rename the Louisiana Tech University Technology Transfer Center in Shreveport (TTCS) the Louisiana Tech University Shreveport Center.
July 9, 2012

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University requests approval to rename the Louisiana Tech University Technology Transfer Center in Shreveport (TTCS) to the Louisiana Tech University Shreveport Center. This name reflects the broader university activities that have been taking place in the Center for years. It will also enable us to communicate more effectively our commitment to the Shreveport community to support their broader workforce and innovation capacity development needs.

The TTCS was built in 1997-98 with funding provided by the Department of Energy on land donated by the Shreveport community at the Shreve Park Industrial Campus. The building is located at 8028 Shrevepark Drive near the Shreveport Regional Airport. It has office space, classrooms, a large auditorium, and a catering kitchen to support conferences. Since its inception, the College of Engineering and Science has provided funding for a Director and office staff to support operations.

The University hosts a wide variety of industry meetings, workshops, and conferences to promote collaborations between the University, industry, and government partners. We also host many classes there, particularly evening classes and those classes that can be delivered via compressed video. Continuing education courses are also frequently held at the facilities. The facility supports connections with our engineering programs for resources they can provide to the community. Technology commercialization and technology business development programs are also regularly held at the Center.

We believe that the Center can more adequately support community needs if its name is more reflective of the broader activities that take place in the facility. We request your approval to rename the building accordingly.

Sincerely,

Daniel D. Reneau
President
Item H.2. Louisiana Tech University’s request for approval to enter into a ground lease with the Louisiana Tech University Foundation to install lighting at the soccer field and to accept donation from the Foundation for the improvements to the facility upon completion of the installation.

EXECUTIVE SUMMARY

The University requests approval to enter into a Ground Lease agreement with Louisiana Tech University Foundation, Inc. to install athletic field lighting at the soccer field located on the athletic complex adjacent to the softball complex.

This improvement will expand practice and event activities for intercollegiate soccer. The estimated cost of installation is approximately $200,000. Funds are from donations made to the Foundation.

The term of this Lease shall be for a period commencing on August 21, 2012, and ending at midnight on the 31st day of July, 2013 or at such time as donation of improvement is executed, whichever occurs first.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request for approval to enter into a ground lease with the Louisiana Tech University Foundation to install lighting at the soccer field and to accept donation from the Foundation for the improvements to the facility upon completion of the installation.

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University is hereby designated and authorized to execute any and all documents associated with said lease by the University of Louisiana System on behalf of and for the use of Louisiana Tech University.

AND FURTHER, that Louisiana Tech University will provide the System office with copies of all final executed documents for Board files.
July 30, 2012

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

The Louisiana Tech University Foundation has received donations to install athletic field lighting at the soccer field located on the athletic complex adjacent to the Softball complex. This improvement will expand practice and event activities for intercollegiate soccer. The value of the improvement is anticipated to cost $200,000. Upon completion of the design and installation, the improvements will be donated to Louisiana Tech University.

Pursuant to document approval of System staff and counsel, Louisiana Tech University is requesting permission to enter a ground lease with the Louisiana Tech University Foundation to begin the improvements described above. We also request permission to accept donations from the Foundation for the improvements to the facility upon completion of the installation.

Sincerely,

Daniel D. Reneau
President
LEASE

STATE OF LOUISIANA
PARISH OF LINCOLN

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
represented herein by Dr. Daniel D. Reneau, duly authorized by resolution of said Board
of Supervisors,

Hereinafter referred to as "UNIVERSITY" and,

LOUISIANA TECH UNIVERSITY FOUNDATION, INC., a non-profit corporation,
domiciled in Lincoln Parish, Louisiana, with its address of P.O. Box 3183, Tech Station,
Ruston, Louisiana 71272, represented herein by its duly authorized representative Corre
A. Stegall, Vice President for University Advancement, and Benjamin L. Denny,
President of the Louisiana Tech Foundation.

Hereinafter referred to as "FOUNDATION", have covenanted and agreed as follows:

WITNESETH

ARTICLE I

LEASE OF PROPERTY

1.1 Lease of Property. UNIVERSITY, in consideration of the rent, covenants,
agreements and conditions hereinafter set forth, which FOUNDATION hereby agrees shall be
paid, kept and performed by FOUNDATION, does hereby lease, let, demise and rent exclusively
unto FOUNDATION, and FOUNDATION does hereby rent and lease from UNIVERSITY the
following described property, together with all improvements thereon, all rights, ways,
privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise
appertaining, situated in Lincoln Parish, Louisiana, to-wit:
The area leased is described as the athletic Soccer Field on the Louisiana Tech University campus including the playing field and adjacent site necessary to connect utilities.

FOUNDATION will lease back to UNIVERSITY the field and bleachers for game and practice related activities. UNIVERSITY will hold FOUNDATION harmless for game and practice activities and other losses not related to installation of lighting.

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto FOUNDATION, FOUNDATION’s heirs and successors.

1.3 Designation of Instrument. This contract of lease, including all term, provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as the or this “Lease”.

1.4 Purpose. The primary purpose for which FOUNDATION is leasing the Lease Property and for which UNIVERSITY is granting this Lease is for FOUNDATION to use the Leased Property described in 1.1 to install field lighting for the soccer field.

ARTICLE 2

TERM

2.1 Term. The term of this Lease shall be for a period commencing on August 21, 2012, and ending at midnight on the 31st day of July, 2013, or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3

RENT

3.1 Consideration. In consideration of said lease, FOUNDATION agrees to construct, at its sole cost and expense, the improvements described in Article 1.4 in substantial accordance with standards satisfactory to UNIVERSITY.
ARTICLE 4

WARRANTY

4.1  Non-Warranty. This lease is made by UNIVERSITY and accepted by FOUNDATION without any warranty of title or recourse whatsoever against UNIVERSITY, and without any warranty as to the fitness of the Leased Property.

4.2  Access. UNIVERSITY reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

ARTICLE 5

UTILITIES

5.1  Payment. UNIVERSITY shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

ARTICLE 6

MAINTENANCE AND REPAIRS

6.1  Obligation to Maintain. FOUNDATION shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by FOUNDATION.

6.2  Right of Inspection. UNIVERSITY shall, at all reasonable times, have access to the Leased Property for purposes of inspection of the same.

6.3  Regulations. FOUNDATION hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.
ARTICLE 7

IMPROVEMENTS

7.1 Ownership. FOUNDATION agrees that all permanent improvements or alterations made to the Leased Property, shall become the property of UNIVERSITY, and FOUNDATION shall not be entitled to any credit, reimbursement or payment for such improvements. At the end of the lease period, FOUNDATION shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by FOUNDATION.

7.1.2 Liens. FOUNDATION, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold UNIVERSITY harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of FOUNDATION, the agents, contractors or subcontractors, and FOUNDATION shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movables. FOUNDATION shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. UNIVERSITY agrees that the title to all property placed on the Leased Property by FOUNDATION as described in 7.2 shall be vested and remain with FOUNDATION during the term of this Lease.
ARTICLE 8

INSURANCE

8.1 Insurance by FOUNDATION. During the term of this Lease FOUNDATION shall, at FOUNDATION’s sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all of the standards, specifications, and conditions outlined on the attached Exhibit A. FOUNDATION may meet these conditions by requiring Contractor to maintain the following policies of insurance for the coverage and amounts set forth under each described insurance.

8.1.1 Builder’s Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring FOUNDATION and UNIVERSITY against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the lease or any extension thereof, which insurance shall be in the amount of $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001). “Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.


8.1.3 Named Insured. All policies of insurance shall state UNIVERSITY as a named insured, and, if applicable, contain a loss payable clause for the benefit of UNIVERSITY and/or be properly endorsed with a wavier of subrogation against UNIVERSITY.

8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to UNIVERSITY.

8.2 Certificates of Insurance. FOUNDATION shall provide UNIVERSITY, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by FOUNDATION or Contractor.

ARTICLE 9

TAXES AND ASSESSMENTS

9.1 Personal Property Taxes. FOUNDATION shall be responsible for all property taxes or assessments during the terms of this lease, on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which FOUNDATION may place on the Leased Property.

ARTICLE 10

INDEMNITY

10.1 Indemnity. FOUNDATION shall indemnify, defend and hold harmless UNIVERSITY of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by
this Lease to FOUNDATION, with respect to all persons, including all agents, employees, servants or invitees of FOUNDATION, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and UNIVERSITY is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, FOUNDATION, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases UNIVERSITY from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and FOUNDATION obligates itself to hold UNIVERSITY harmless against any loss for damages or injuries that may be suffered by any person, including FOUNDATION’s agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, FOUNDATION agrees to defend UNIVERSITY in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against UNIVERSITY and to reimburse UNIVERSITY for any legal expense, including attorney’s fees and court costs, which may be incurred by it in defense of any claim or legal action.

UNIVERSITY shall indemnify, defend and hold harmless FOUNDATION of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney’s fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to UNIVERSITY, with respect to all persons, including all agents, employees, servants or invitees of UNIVERSITY, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and FOUNDATION is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this
contract, UNIVERSITY, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases FOUNDATION from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and UNIVERSITY obligates itself to hold FOUNDATION harmless against any loss for damages or injuries that may be suffered by any person, including UNIVERSITY agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, UNIVERSITY agrees to defend FOUNDATION in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against FOUNDATION and to reimburse FOUNDATION for any legal expense, including attorney’s fees and court costs, which may be incurred by it in defense of any claim or legal action.

ARTICLE 11

ASSIGNMENT OR SUBLEASE

11.1 Assignment or Sublease. FOUNDATION shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of UNIVERSITY. Any attempted assignment or sublease without the written consent of UNIVERSITY shall be null and void as to UNIVERSITY.

ARTICLE 12

DEFAULT

12.1 Default. If FOUNDATION shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after UNIVERSITY has
notified FOUNDATION of such default and its intention to declare the Lease forfeited, it is
thereupon considered terminated or should an execution be issued against FOUNDATION then,
and in such event, this lease shall become null and void.

12.2 In the event of default, FOUNDATION agrees to pay all costs of eviction,
repossession, or other judicial remedies available by law and agrees to pay reasonable attorney
fees. UNIVERSITY shall be entitled to twelve (12%) per annum interest on such amount due
after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-
five (25%) of the amount due.

ARTICLE 13
NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be
given, made or accepted by either party must be in writing, and unless otherwise expressly
provided herein, shall be deemed properly given or served only if delivered personally to the
other party hereto or sent by certified mail, return receipt requested, to the respective parties at
the following address:

UNIVERSITY: c/o Joseph R. Thomas, Jr.
Vice President for Finance and Administration
P.O. Box 3151
Ruston, LA 71272

FOUNDATION: c/o Benjamin L. Denny
President, Louisiana Tech University Foundation
P.O. Box 949
Ruston, LA 71273-0949

AND

c/o Corre Stegall
Vice President for University Advancement
P.O. Box 3183
Ruston, LA 71272
Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

ARTICLE 14

SURRENDER OF POSSESSION

14.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, FOUNDATION is obligated to immediately peaceably surrender possession to UNIVERSITY. FOUNDATION expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing UNIVERSITY in possession to be executed at once. Should UNIVERSITY allow or permit FOUNDATION to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this lease, such shall expressly not be construed as a reconduction of this Lease.

ARTICLE 15

SPECIFIC PERFORMANCE

15.1 Specific Performance. Should UNIVERSITY or FOUNDATION fail to perform any of the respective obligations of each set forth in this lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney’s fee.

ARTICLE 16

BINDING EFFECT
16.1 **Binding Effect.** With the exceptions herinabove mentioned, all the covenants, provisions, terms and agreements and conditions of this lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.
ARTICLE 17

GENDER

17.1 Gender. Where the word “UNIVERSITY” or the word “FOUNDATION” occurs in this instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter, as the case may be.

ARTICLE 18

SEVERABILITY

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

ARTICLE 19

EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by UNIVERSITY or FOUNDATION, shall be the latter of August 21, 2012.
THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this ____ day of __________ 2012.

WITNESSES: LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

__________________________
Corre A. Stegall
Vice President for University Advancement

__________________________
Benjamin L. Denny
President

__________________________
Dr. Daniel D. Reneau
President
**EXHIBIT A**

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation
   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of $1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability
   Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability
   Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
   a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
   b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
   c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage
The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy.

b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best’s rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor’s Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY
In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

 Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

 Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.
Item H.3. Nicholls State University’s request for approval to name the Archives in the Ellender Memorial Library the Phillip D. Uzee Archives.

EXECUTIVE SUMMARY

Nicholls State University seeks approval to name the archives in the Ellender Memorial Library the Phillip D. Uzee Archives. Dr. Philip D. Uzee joined the Nicholls State College social sciences faculty in 1953 and became dean of Arts and Sciences in 1963 and of Liberal Arts in 1969. As University archivist from 1974 to 1984, he directed the organization and cataloging of the Allen J. Ellender papers and other special collections.

Dr. Uzee was truly the organizing force that shaped the archives collection. His achievements and his memory should be preserved by naming the archives in his honor.

Additional information relating to Dr. Uzee’s career achievements is included in the attached document.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval to name the Archives in the Ellender Memorial Library the Phillip D. Uzee Archives.
July 30, 2012

Dr. Randy Moffett  
System President University of Louisiana System  
1201 North Third Street  
Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Moffett:

Nicholls State University requests consideration and approval of the enclosed items to be placed on the agenda for the August 21, 2012, meeting of the Board of Supervisors for the University of Louisiana System:

Name the Archives in the Ellender Memorial Library the Phillip D. Uzee Archives

Thank you for your assistance in this matter.

Sincerely,

[Signature]

Stephen T. Hulbert  
President

STH/ad

Attachment

cc:  Mr. Larry Howell, Executive Vice President  
Dr. Laynie Barrilleaux, Vice President for Academic Affairs  
Dr. David Boudreaux, Vice President for Institutional Advancement  
Dr. Eugene Dial, Vice President for Student Affairs and Enrollment Services  
Mr. Mike Naquin, Associate Vice President for Finance and CFO  
Mr. Mike Davis, Assistant Vice President for Facilities  
Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative
Dr. Philip D. Uzee

Dr. Philip D. Uzee joined the Nicholls State College social sciences faculty in 1953 and became dean of Arts and Sciences in 1963 and of Liberal Arts in 1969. He was named Alcee Fortier Honorary Professor of History in 1973. As university archivist from 1974 to 1984, he directed the organization and cataloging of the Allen J. Ellender papers and other special collections.

Dr. Uzee was born in Jennings but was graduated from Raceland High School. He received his three history degrees from LSU in 1935, 1938 and 1950. He taught in Lafourche Parish and at McNeese junior College before joining the Nicholls faculty. His wife, the former Yvonne Toups, was a member of the Nicholls faculty from 1948 to 1956.

During World War II Dr. Uzee was stationed in London and Versailles. Immediately after the war he was stationed in Berlin.

He was faculty adviser to the Newman Club in the late 1950s and early 1960s when its prestige exceeded that of the Student Government Association. For many years he was chairman and secretary of the South Central Literary Rally. He edited the university SACS self-study report in 1974.

In 1970 he was president of the Louisiana Historical Association. In 1974 he became a charter member of the Nicholls chapter of the national honor society of Phi Kappa Phi. He was the author of many scholarly and newspaper articles.

In retirement, he spent several years translating old courthouse documents from French to English. He edited the journal of Father Menard; they were published weekly by the Bayou Catholic newspaper. He also assisted the Diocesan archives. The first volume of Lafourche Country: The People and the Land, appeared in 1985 under the direction of Dr. Uzee; it was published by the Lafourche Heritage Society, which Dr. Uzee regularly assisted.

Dr. Uzee was truly the organizing force that shaped the archives collection at Nicholls. His achievements and his memory should be preserved by naming the archives in his honor.
Item H.4. Nicholls State University’s request for approval to name the Generations Teaching Generations (GTG) classroom the Frank Joseph DeSalvo Room.

EXECUTIVE SUMMARY

Nicholls State University seeks approval to name the Generations Teaching Generations (GTG) classroom the Frank Joseph DeSalvo Room.

The naming of the Generations Teaching Generations classroom in his honor will serve as an inspiration to the youth who are beginning their educational journey in that classroom.

Additional information relating to Frank J. DeSalvo is included in the attached document.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval to name the Generations Teaching Generations (GTG) classroom the Frank Joseph DeSalvo Room.
July 30, 2012

Dr. Randy Moffett  
System President University of Louisiana System  
1201 North Third Street  
Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Moffett:

Nicholls State University requests consideration and approval of the enclosed items to be placed on the agenda for the August 21, 2012, meeting of the Board of Supervisors for the University of Louisiana System:

*Name the Generations Teaching Generations (GTG) classroom the Frank Joseph DeSalvo Room*

Thank you for your assistance in this matter.

Sincerely,

[Signature]

Stephen T. Hulbert  
President

STH/ad

Attachment

cc: Mr. Larry Howell, Executive Vice President  
Dr. Laynie Barrilleaux, Vice President for Academic Affairs  
Dr. David Boudreaux, Vice President for Institutional Advancement  
Dr. Eugene Dial, Vice President for Student Affairs and Enrollment Services  
Mr. Mike Naquin, Associate Vice President for Finance and CFO  
Mr. Mike Davis, Assistant Vice President for Facilities  
Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative
Frank Joseph DeSalvo

Frank Joseph DeSalvo was born on August 30, 1921 on a dairy farm where his parents worked in Marrero, Louisiana. He was the oldest of ten children. Like so many other young, patriotic men of his time, he enlisted in the Navy during World War II to serve the country he loved. During the Korean War, he re-enlisted. Frank J. DeSalvo served aboard the Battleship New Jersey during a tumultuous time for our country, considering it an honor, duty and privilege to do so. It was during World War II while on a weekend leave from where he was stationed in New Jersey that he went into New York City and met his future wife, Ann Morrone DeSalvo. They were soon married and had three children, JoAnn DeSalvo Mattison, Thomas Joseph DeSalvo and Tina DeSalvo Callais. When the war ended, he worked for a time in New York City before returning to Louisiana.

Frank J. DeSalvo was a man who believed in the value of a good education, and he took every opportunity to share that ideal with his children, nieces, nephews and co-workers. He had faced many hardships in his life that interfered with his personal quest for a formal education, but he read and sought information to learn something he hadn’t known before. He believed passionately that even though gaining an education could be more difficult for some than others, everyone should have the opportunity and assistance needed in achieving that goal. He was often heard saying - "You can do whatever it is you want to do no matter what your obstacles are...but you have to try." The naming of the Generations Teaching Generations Classroom in his honor will serve as an inspiration to the youth who are beginning their educational journey in that classroom.

Frank J. DeSalvo died after a long battle with heart disease in February of 1983.
Item H.5. Nicholls State University’s request for approval to change the name of La Maison du Bayou to the John A. Brady, Jr. Residential Complex.

EXECUTIVE SUMMARY

Nicholls State University seeks approval to change the name of La Maison du Bayou to the John A. Brady, Jr. Residential Complex. John A. Brady, Jr., who died in 2008, was a loyal benefactor and friend to Nicholls State University.

John’s love for Nicholls, his generosity of spirit, his true warm hospitality to the people of the Bayou Region, and his family’s continued generous support make him the ideal individual to recognize by naming the La Maison du Bayou the John A. Brady Residential Complex.

Additional information relating to John A. Brady, Jr. is included in the attached document.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval to change the name of La Maison du Bayou to the John A. Brady, Jr. Residential Complex.
July 30, 2012

Dr. Randy Moffett
System President University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Moffett:

Nicholls State University requests consideration and approval of the enclosed items to be placed on the agenda for the August 21, 2012, meeting of the Board of Supervisors for the University of Louisiana System:

*Change the name of La Maison du Bayou to the John A. Brady, Jr. Residential Complex*

Thank you for your assistance in this matter.

Sincerely,

[Signature]

Stephen T. Hulbert
President

STH/ad

Attachment

pc:  Mr. Larry Howell, Executive Vice President
Dr. Laynic Barrilleaux, Vice President for Academic Affairs
Dr. David Boudreaux, Vice President for Institutional Advancement
Dr. Eugene Dial, Vice President for Student Affairs and Enrollment Services
Mr. Mike Naquin, Associate Vice President for Finance and CFO
Mr. Mike Davis, Assistant Vice President for Facilities
Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative
John A. Brady, Jr.

John A. Brady, Jr., who died in 2008, was a loyal benefactor and friend to Nicholls State University. He and his brother Pat Brady generously endowed the John A. Brady Chair in computer science in 2001. In addition, John was a very generous supporter of the Chef John Folse Culinary Institute, the department of Computer Sciences, and the College of Business.

As recognized leaders in the field of communications for decades, the Bradys and their companies contributed much to Nicholls State University. SJI, Inc. was the parent company for several communication service providers with clients across the Gulf South. The family of companies began as the Lafourche Telephone Company in 1945 by Irene Landry Brady and John Brady Sr., together with Sylvester Landry. Their pioneering spirit and dedication to quality communications changed the lives of those who were served by their companies. SJI grew into one of the most important business entities in the state and received the university’ prestigious Corporate Mark of Honor in 2000.

Since John Brady's death, his family has continued to be very supportive of Nicholls. John’s dream, the beautiful La Tour Golf Course that opened shortly after his death, is the host course for many Nicholls fundraisers, including the annual Nicholls Alumni Federation's homecoming golf tournament. SJI received the university’ prestigious Corporate Mark of Honor in 2000.

John’s love for Nicholls, his generosity of spirit, his true warm hospitality to the people of the Bayou Region, and his family’s continued generous support make him the ideal individual to recognize by naming the La Maison du Bayou the John A. Brady Residential Complex.
Item H.6. Nicholls State University’s request for approval to name the locker room in the women’s soccer room the *Lester S. Bimah Room*.

**EXECUTIVE SUMMARY**

Nicholls State University seeks approval to name the locker room in the women’s soccer room the *Lester S. Bimah Room*. Lester S. Bimah is a graduate of Nicholls and the individual who inaugurated the varsity men’s soccer program at Nicholls.

Lester S. Bimah continues to promote the sport of soccer in Thibodaux and the surrounding area. He is also a recent inductee into the Nicholls Hall of Fame and serves on the selection committee for the Hall of Distinction.

Additional information relating to Lester S. Bimah is included in the attached document.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval to name the locker room in the women’s soccer room the *Lester S. Bimah Room*. 
July 30, 2012

Dr. Randy Moffett  
System President University of Louisiana System  
1201 North Third Street  
Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Moffett:

Nicholls State University requests consideration and approval of the enclosed items to be placed on the agenda for the August 21, 2012, meeting of the Board of Supervisors for the University of Louisiana System:

_Name the locker room in the women's soccer locker room the Lester S. Bimah Room_

Thank you for your assistance in this matter.

Sincerely,

[Signature]

Stephen T. Hulbert  
President

STH/ad

Attachment

cc:  Mr. Larry Howell, Executive Vice President  
Dr. Laynie Barrilleaux, Vice President for Academic Affairs  
Dr. David Boudreaux, Vice President for Institutional Advancement  
Dr. Eugene Dial, Vice President for Student Affairs and Enrollment Services  
Mr. Mike Naquin, Associate Vice President for Finance and CFO  
Mr. Mike Davis, Assistant Vice President for Facilities  
Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative
Lester S. Bimah

Lester S. Bimah is a graduate of Nicholls and the individual who inaugurated the varsity men’s soccer program at Nicholls. As a coach, Bimah led the upstart Colonels to a 59-56-8 overall record, which included four consecutive winning seasons. Two of Bimah’s players were selected to the Region 3 All Star team in 1987 and 1988. Bimah’s Colonels finished the 1988 season by capturing second place in the SEC Tournament, losing to Mississippi State in the finals of the tournament.

Bimah overcame huge obstacles to get the program off the ground during the inaugural 1981 season. While the program struggled with wins and attendance in the early years, Bimah continued to recruit and build his team. By the end of his sixth season, his hard work began to pay off as noted in his comments to the Nicholls Worth following the end of the 1987 season, a season in which the Colonels finished 9-5-1. “We had a great season, not only did we win 9 games, but gone are the days of playing before empty stands, we are now playing before cheering crowds.” The success of his team, and the enthusiasm they brought to Thibodaux had caught on. But the athletics program was headed toward membership in the Southland Conference, and before long the men’s soccer program was discontinued. Thanks to Bimah, the growth, maturity and excitement of the soccer program left an impact on the community. More importantly, it provided hundreds of student-athletes with the distinction of having represented Nicholls State University in intercollegiate men’s soccer.

Bimah is active in the community. He continues to promote the sport of soccer in Thibodaux and the surrounding area. He remains imbedded in the athletics department as a past president of the Colonel Athletic Association. He is also a recent inductee into the Nicholls Hall of Fame and serves on the selection committee for the Hall of Distinction. Lester is deserving of this honor.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

August 21, 2012

Item H.7. Northwestern State University’s request for approval to petition the Interim Emergency Board to address deterioration in the original Nursing Education Building #07459, 300 Warrington Place.

EXECUTIVE SUMMARY

In accordance with LA R.S. 39:461.9, the University is requesting Board approval to petition the State Interim Emergency Board to provide immediate funding to address problems with deteriorated conditions of the roofing system and separation of masonry wall structure. Warrington Place houses the Northwestern State University School of Nursing in Shreveport. Funds will be used for replacement of roof system, repair of masonry wall and waterproofing and abatement, demolition and remediation of other hazardous materials.

See attached reports and cost estimates prepared by Newman Marchive Carlisle Incorporated, full service architecture, planning, and building environmental consulting firm.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval to petition the Interim Emergency Board to address deterioration in the original Nursing Education Building #07459, 300 Warrington Place.

BE IT FURTHER RESOLVED that System President and/or the President of Northwestern State University are/is hereby designated and authorized to execute any and all documents associated with said action by the University of Louisiana System.

BE IT FURTHER RESOLVED, that Northwestern State University shall obtain final reviews from UL System staff, legal counsel, and all other appropriate agencies/parties, of processes, documents, and administrative requirements.

AND FURTHER, that Northwestern State University will provide System office with copies of all final executed documents for Board file.
July 30, 2012

Dr. Randy Moffett, President  
University of Louisiana System  
1201 North Third Street, 7-300  
Baton Rouge, LA 70802

Re: Application for Interim Emergency Board Funds

Dear Dr. Moffett:

Northwestern State University is submitting the Application for Interim Emergency Board Funds to be placed on the agenda for approval at the August 2012 Board Meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb  
President

RJW/pc

Attachment
July 20, 2012

Dr. Webb,

The original Nursing Education Building #07459, located at 300 Warrington Place, has deteriorated to the extent that I believe it to be necessary to ask the Interim Emergency Board for funding to replace the Roofing System, Waterproof and repair masonry walls and to remediate mold and gut the interior of the old dormitory space that is in the facility. Please consider the following:

- Facility was constructed in 1965 and has 44,171 square feet. Constructed as Type II Business class and was used for Academic Space and Dormitory space.

- Dormitory (partial second floor, all of third floor and all of fourth floor) closed in 1994 and has been vacant. Currently not occupied as per Louisiana State Fire Marshal.

- Partial second floor used for Radiology Tech Program and houses two new X-ray laboratories and three simulation laboratories for Nursing Program.

- First floor houses the Child and Family Network and also classroom space for College of Nursing.

- Roof has been leaking for several years, has been surveyed and lobbied for replacement through the Office of Facility Planning and Control Roofing Division. State has eliminated the roofing division and will no longer pay for replacement of roofing systems nor the repair and preventive maintenance program for roofing. It has been determined by the Division of Administration that the State will no longer manage this service and each agency will be responsible for its own repairs and replacements of such roofing systems.

- The roofing system over the vacant dormitory space has deteriorated as such that the brick veneer walls have started to separate from the wall ties rusted from the water intrusion. The water has penetrated thru the 4th, 3rd and 2nd floors and mold is developing in the vacant dormitory space. This is creating an unsafe working condition for the employees and students that are using the laboratory space on the 2nd floor as well as offices and classrooms on the first floor.

- It is also starting to affect newly renovated space (2008) for the Child and Family Network program located on the first floor of this facility. We actually have an employee that has a 55 gallon drum next to her desk to catch the water on the right side and a smaller bucket to catch the water from the left side each time it rains.

- Estimated budget for Roof Replacement: $221,143.00
- Estimated budget for Waterproofing and Masonry Repair: $175,541.00
- Estimated budget for Mold Remediation and gutting the interior of Dormitory space: $230,908.00
- Estimated Total Budget: $627,592.00

Please see attached Application for the IEB (3 copies) and please add to UL-System Agenda for its August Meeting.

Respectfully yours,

Chuck Bourg, EMC
Director of Physical Plant & Facilities
Northwestern State University of Louisiana
APPLICATION FOR FUNDS OR DEFICIT SPENDING AUTHORIZATION
FROM THE
INTERIM EMERGENCY BOARD

Department or Agency: Northwestern State University of Louisiana (19/631)
Section or Division: Higher Education - University of Louisiana System
Amount Requested: $627,592.00

The undersigned agrees that evidence of an obligation to expend the funds will be submitted to the IEB within sixty (60) days of written notification of legislative ratification of the funds appropriated by the IEB or the appropriation of these funds will not be consummated.

Signature of Department/Agency Head
Dr. Randall J. Webb, President
Typed name and title (person signing the application above)
998 South Jefferson Street, Natchitoches, LA 71497
Mail Address (P. O. Box or Street, City and Zip Code)

318-357-6441
Telephone Number

Area Legislator Signature (if necessary)

Education Management Board Head Signature (if necessary)

1. For what purpose will these funds be used? Why is this requested appropriation an emergency? When was the (possible) shortage of funds realized?

Funds will be used for replacement of roof system, repair of masonry walls and waterproofing and abatement, gut interior dormitory space and remediation of mold and other hazardous materials.

Due to deteriorating conditions of the roofing system and separation of masonry wall structure, the facility has become an environmental hazard due to water intrusion. It’s current condition poses occupational hazard to employees, students and other entering and working in facility. Also causing further damage to state property and structure of facility.

Due to continued budget cuts, the University has exhausted all avenues of funding within to handle these types of controversial issues. All other avenues have been explored, including the FP&C roofing program for roof replacement and water proofing. Funds just are not available in either avenue.
2. Previous Legislative Consideration:
   A. Was this program or project considered by the Legislature in the same relative form either by amendment or some legislative instrument? Yes ☐ No ☐
      If considered, please explain:
      This has not gone before the Legislature before.

   B. Was this item vetoed by the Governor after being included in the current year:
      Appropriations Bill: Yes ☐ No ☐ Capital Outlay Bill: Yes ☐ No ☐
      If vetoed, please explain the reason:
      This has not gone before the Capital Outlay request, but will be in the 2013-2014 request and future request until funded.

3. Can this request be covered or partially covered by existing funds in the department or agency's current budget: Yes ☐ No ☐
   Please explain:
   The University does not have adequate funds for this project at this time.

4. Will this emergency appropriation require any future recurring appropriations or any possible generation of savings or revenue? If so, please explain: (Use additional sheet to continue the explanation if necessary.

   This emergency appropriation will not require future appropriations for this issue. We will continue to explore thru Capital Outlay the possibility of renovations to existing spaces and will be reflected in the 2013-2014 5yr Plan and beyond.

   The appropriation will allow University to discontinue repairs on facility due to leaks and water intrusion that it is currently spending to combat problem.
5. Expenditure Breakdown--Please provide a detailed breakdown of expenditures by category. If based on a cost estimate, please attach a copy. What is the time period covered by the request (number of months). Attach any other pertinent information.

1. Roof Replacement – Construction cost: $00,000.00 ; Design services: $21,143.00 = Total: $221,143.00

2. Masonry Repair/Waterproofing – Construction cost: $160,000.00; Design services: $15,541.00 = Total: $175,541.00

3. Gutting of Interior and Abatement of Vacant Space – Construction cost: $204,000.00; Design services: $26,908.00 = Total: $230,908.00

Please note that item # 1 and # 2 actually go hand in hand, in which both will be needed to keep the water intrusion completely out of the space needed for the Facility. This would total $396,684.00

All three phases would total $627,592.00 or construction and design services.

This original application and two copies with attachments (if any) must be submitted to the Board Secretary ((225)763-3516 or (225)342-0349) in Room B-153 at the state capitol or mailed to:
Interim Emergency Board
Post Office Box 44500
Baton Rouge, LA 70804-4500
Item H.8. University of Louisiana at Lafayette’s request for approval to renew the terms of a lease with LSU System, Health Care Services Division.

EXECUTIVE SUMMARY

The University is requesting Board approval to renew the terms of a lease with LSU System, Health Care Services Division for a period of two years, five months, and eight days on the same terms and conditions as the prior lease. The lease furthers educational and public service by providing housing for the benefits of the LSU System, Health Care Services Division, University Medical Center, pursuant to the Louisiana Procurement Code, Louisiana Revised Statute 39:1641, et seq.

The lease involves certain immovable property and improvements consisting of 14,312 square feet located at 2390 West Congress, Lafayette. The building is primarily used as health clinic by University Medical Center.

The lease term commences on January 23, 2012 and ends on June 30, 2014. Rental payments are $1,000 per month.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Lafayette’s request for approval to renew the terms of a lease with LSU System, Health Care Services Division.

BE IT FURTHER RESOLVED, that the President of the University of Louisiana at Lafayette is hereby designated and authorized to execute any and all documents necessary to execute said lease agreement.

AND FURTHER, that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
August 2, 2012

Dr. Randy Moffett  
President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Moffett:

This is to request approval to renew the terms of the lease with LSU System, Health Care Services Division, for a period of two years, five months and eight days on the same terms and conditions as the prior lease.

Please place this item on the agenda for consideration at the August 2012 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie  
President

jl

Attachment
LEASE

STATE OF LOUISIANA
PARISH OF LAFAYETTE

This contract of lease ("lease") is made and entered into this 11TH day of JULY, 2012, by and between BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, UNIVERSITY OF LOUISIANA AT LAFAYETTE, Lessor Address, City, State, Zip,

(hereinafter referred to as "Lessor"); and

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation organized and existing pursuant to the laws of the State of Louisiana, herein represented by William Jenkins, President of the Louisiana State University System, duly authorized by virtue of a Resolution of the Board of Supervisors; with a mailing address of Louisiana State University, 3810 West Lakeshore Drive, Baton Rouge, Louisiana 70808 (Federal I.D. No. 72-6000848) (hereinafter referred to as Lessee);

provides as follows:

WITNESSETH

WHEREAS, Lessor is the owner of certain immovable property with improvements thereon located at 2390 West Congress, Lafayette, LA (the "Leased Premises");

WHEREAS, the Leased Premises consists of 14,312 square feet; and

WHEREAS, this lease furthers the educational and public service of Lessee by providing housing for the benefit of LSU System, Health Care Services Division, University Medical Center, pursuant to the Louisiana Procurement Code, R.S. 39:1641, et seq.

NOW, THEREFORE, in consideration of Lessee's obligation to lease the Leased Premises and the rent to be paid by Lessee during the term of this lease, and the mutual benefits accruing to the parties under this lease, the parties do enter into this lease pursuant to the Louisiana Procurement Code, R.S. 39:1641, on the following terms and conditions:

1. LEASED PREMISES AND TERM

For the consideration and upon the term and conditions hereinafter expressed, Lessor leases unto Lessee, here present and accepting the same, for a period of TWO (2) years, FIVE (5) months and EIGHT (8) days, commencing January 23, 2012, and ending June 30, 2014 (the "Term"), the following described property (collectively the "Leased Premises");
“14,312 square feet of usable space located at 2390 West Congress, Lafayette, Louisiana (the "Building"), to be used by University Medical Center, as a clinic, at the rate of $838.457, per square foot per annum with adequate parking provided”

2.

RENT

The consideration for this lease is the payment by Lessee to Lessor of the sum of TWENTY-NINE THOUSAND, TWO HUNDRED SIXTY-SIX AND 66/100 ($29,266.66) DOLLARS in installments as follows:

- ONE (1) partial installment of TWO HUNDRED SIXTY-SIX AND 66/100 ($266.66) DOLLARS, being due and payable on the 23rd day of January, 2012:

- TWENTY-NINE (29) equal installments of ONE THOUSAND AND 00/100 ($1,000.00) DOLLARS each, the first installment being due and payable on the 1st day of FEBRUARY, 2012, and the remaining installments being due and payable, respectively on the 1st day of each month thereafter;

however, in the event occupancy by Lessee occurs subsequent to the due date of the first rental payment, Lessor waives any right to receipt of rental payment until the thirtieth (30th) day after Lessee actually occupies the leased premises. In any event rent is earned from the date of occupancy. Rent is payable by Lessee to Lessor at the following address, until notified in writing differently by Lessor:

University of Louisiana at Lafayette, 104 University Circle, Lafayette, LA 70504

Lessor agrees that there shall be no penalties assessed against monies owing by the Lessee until ninety (90) days past the date of demand, pursuant to R.S. 39:1695 and 1697.

3.

COMPLIANCE FOR ACCESS TO LEASED PREMISES

Lessor agrees that all of the buildings, grounds, and facilities composing the Leased Premises shall comply with the requirements of R.S. 40: Part V. - EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR PHYSICALLY HANDICAPPED, specifically R.S. 40:1731-1744.

4.

COMPLIANCE WITH LAW

Lessor agrees to make, at Lessor's own expense, all changes and additions to the Leased Premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal or other public authority including the furnishing of required sanitary facilities and fire protection facilities, and
Lessor shall furnish and maintain all fire extinguishers and equipment necessary to comply with the regulations of the Louisiana State Fire Marshal. Lessor shall be responsible for all costs associated with any periodic inspections and servicing of the extinguishers and equipment.

5.

COMPLIANCE WITH STATE FIRE MARSHAL'S OFFICE

Lessor must provide written evidence of compliance with all requirements of the State Fire Marshal's Office. Lessor further agrees to comply with any order issued during the lease term by the State Fire Marshal's Office within the timeframe mandated by that office. Failure to do will constitute a breach of the terms of this lease.

6.

DELIVERY OF PREMISES

Lessor shall deliver the leased premises to the Lessee at the beginning of this lease in a thoroughly sanitary and tenantable condition, and, by assuming possession, Lessee admits that it has examined the leased premises and found them to be in good, safe and acceptable condition; provided, however, if the premises are not tenantable in Lessee's sole option, Lessee shall provide to Lessor, no later than fifteen (15) days after occupancy, a list of all deficiencies in need of correction in order to bring the leased premises into compliance with the terms of this lease, which deficiencies Lessor shall correct with fifteen (15) days of receipt of such notice.

7.

MAINTENANCE AND REPAIRS

7.1. Lessor agrees at its expense to paint and install wall covering in the interior of the leased premises and all hallways and corridors associated with such premises at not less than three (3) year intervals. All costs associated with this work will be the Lessor's responsibility, including, but not limited to, moving of all furniture and equipment.

7.2. Lessor agrees at Lessor's expense to do such painting and other maintenance to the exterior of the building as is necessary to maintain the building in good condition and appearance. Exterior clean-up shall be maintained constantly to insure that areas outside of the leased premises, including parking facilities, are trash-free. All grass and weeds shall be cut weekly during growing season and otherwise as needed. Shrubberies shall be maintained in a neat condition, with pruning as necessary. Lessor shall have sole responsibility for all maintenance and repair to the heating and air conditioning systems, plumbing
systems (including plumbing fixtures), sewerage disposal system (including septic tanks), electrical systems, light fixtures (including replacement of light bulbs and fluorescent tubes), and all other equipment furnished by Lessor.

7.3. Any water intrusion in the building will require the following action by the Lessor:

Carpet: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of wet carpet. Excess water shall be immediately vacuumed out of the carpet. The wet carpet shall be sanitized with a chemical approved for indoor use. Area fans shall be installed until the carpet is completely dry. If carpet is not professionally dried and sanitized within 24 hours of notification of the occurrence by Lessee, all areas of wet carpet and padding must be removed and replaced with new carpet and padding to match the existing.

Walls & Ceilings: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of water damaged sheetrock. All sections of walls, baseboards, insulation and ceilings subjected to water intrusion shall be removed and replaced, within 24 hours of notification of the occurrence from Lessee and finished to match existing wall within 7 calendar days. The restoration contractor shall certify that the interior wall or ceiling cavities were completely dry prior to installing the replacement sheetrock.

Ceiling Tiles: All ceiling tiles subjected to water intrusion shall be removed and replaced within 24 hours of notification of the occurrence from the Lessee. Replacement ceiling tiles shall match existing.

7.4. Lessor shall be responsible for maintaining the Leased Premises in good condition and maintain the premises in accordance with all local, state and federal laws, ordinances, regulations throughout the term of the lease. Lessor shall make all such repairs to the Leased Premises as may become necessary because of breakage or other damages not attributable to the negligence of Lessee, its agents, or its employees. Lessor shall be responsible for any damages to Lessee's employees, agents, invitees, visitors, and property and/or equipment that are a result of Lessor's negligence to properly maintain the Leased Premises.

7.5. The parties hereto agree that no expense incurred as a result of Lessor originated changes, renovations or improvements made during the term of the lease shall be borne by Lessee.

8.

DEFAULT BY LESSOR OR LESSEE

8.1 Should Lessor fail to keep the Leased Premises in good and tenantable condition, to make any of such repairs, replacements or changes, or to do painting or wall covering with thirty (30) days after written notice from Lessee of the necessity therefor, or should Lessor commit any other breach of the lease terms and conditions, Lessee may at its option, with approval of the Division of Administration, correct the same and deduct the cost thereof from the rental payments, or Lessee may quit and surrender possession of the Leased Premises without further liability to Lessor hereunder,
upon sixty (60) days written notice. Provided, however, that in the event of conditions requiring immediate maintenance and/or repair, including but not limited to flooding, roof leaks, failure of electrical system, etc., Lessee may at its option, and with notice to the Division of Administration, correct the same and deduct the cost thereof from the rental payments after reasonable attempts to contact Lessor.

8.2 Should Lessee fail to pay an installment of rent when the same shall become due and payable and such failure shall not be cured within ten (10) days after Lessee’s receipt of notice from Lessor of such failure; or should Lessee fail to perform or observe any other of its obligations under this Lease, and such failure shall continue for sixty (60) days after notice thereof from Lessor to Lessee, or, if by reason of the nature thereof, such failure cannot be cured by the payment of money or cannot with due diligence be wholly cured within such sixty (60) day period, if Lessee shall not proceed promptly to commence curing the same or shall fail thereafter continue to prosecute the curing of such failure with due diligence, then, upon the happening of any one or more of the aforementioned events of default, Lessor shall have the right, then or at any time thereafter while such event of default shall continue, to seek such remedy as it deems applicable, including without limitation a termination of the Lease, by filing a complaint pursuant to R.S. 39:1673, et seq. with the Chief Procurement Officer of the LSU Campus for whom the Leased Premises are let. Should the lease be terminated through this process, Lessee’s right to possession of the Leased Premises shall cease and Lessee shall peacefully and quietly yield and surrender to Lessor the Leased Premises. Prior to the termination of this lease, Lessee’s personal property may be removed and any resultant damages to the Leased Premises shall be repaired by and at the expense of Lessee.

9.

INFORMATION TECHNOLOGY AND COMMUNICATIONS

9.1. All communications desktop devices (intercom/paging instruments, line status indicators, computer terminals, radio/paging consoles, telephone answer-machines/consoles/sets, etc.) will be installed, maintained, and paid for by Lessee.

9.2. Communications cable/wire shall be provided in the Leased Premises by Lessor. The cable/wire shall conform to a wire as specified in the “Guidelines, Requirements, Specifications, and Wiring Diagrams” (the “Guidelines”) provided by the Division of Administration.
9.3. All communications equipment (computer controllers, modems, multiplexers, telephone
system controllers, etc.) will be installed, maintained, and paid for by Lessee. Lessor shall provide space
and environment for this equipment according to the Guidelines. Lessor's cable/wire shall terminate in the
same space as Lessee's equipment and will be placed according to said Guidelines.

9.4. Lessor shall have the local telephone company provide a service entrance cable into the
Leased Premises. The telephone company's service shall terminate in the same room/space as the Lessor's
inside cable/wire and have a minimum capacity of one pair of twisted copper wires per 100 square feet of
the Leased Premises to be occupied. Lessor shall provide the pathway(s) (conduit, trench, etc.) for the
service cable according to the telephone company's requirements and the Guidelines.

9.5. Lessee will order and pay for (through the Office of Telecommunications Management, if
applicable) dial tone and data services from the telephone company. Lessor shall provide interconnection
between the telephone company's RJ21X demarc and Lessor's wiring connection demarc.

9.6. If the Leased Premises has elevators, Lessor shall provide each elevator that will be used by
Lessee personnel with an emergency telephone as required by building codes. All associated cable/wire
shall be as specified in the Guidelines. Charges for this line(s) (elevator dial tone service) shall be borne
by the Lessor.

10.

LESSEE'S SERVICES

10.1. Lessee shall pay for all utilities such as electricity, gas, water, sewer, septic tank
service, trash/garbage pickup and disposal.

10.2. Lessee shall provide complete janitorial services, including restrooms and custodial
supplies.

11.

LESSEE'S IMPROVEMENTS

Lessor grants Lessee (a) the right to add to or to install in the Leased Premises at its own expense any
fixtures, appurtenances, appliances, coverings, or other such objects as Lessee may desire, provided that the
installations and alterations made by Lessee do not diminish the value of the Leased Premises, and (b) the
right to remove at Lessee's expense upon the termination of this lease, all such fixtures, appurtenances,
appliances, coverings or other improvements placed in or on the Leased Premises by Lessee, provided that
Lessee restores the Leased Premises to substantially the same condition as existed at the time of occupancy by Lessee, normal wear and tear excepted.

12.

DAMAGE BY FIRE OR OTHER CASUALTY

12.1. If, prior to the termination of this lease, through no fault, neglect or design of Lessee, the leased premises be destroyed by the fire or other casualty, or be unfit for occupancy as a result of fire or other casualty, then this lease shall be cancelled ipso facto as of the date of said fire or other casualty, unless the Leased Premises can be rendered fit for occupancy within one hundred twenty (120) days from the happening of such fire or other casualty and Lessor commences the repairs to the damages within thirty (30) days of the occurrence. Lessee shall be entitled to such reduction or remission of rent in the amount of the daily rental for every day that Lessee is without possession of the Leased Premises.

12.2. If this lease be cancelled for such cause, Lessee shall be entitled to a credit corresponding to the unexpired term of this lease, the unearned portion of rent shall be annulled and returned to Lessee (if prepaid), and Lessor shall have the right to take possession of the Leased Premises, with both Lessee and Lessor discharged of any further obligation under this lease.

12.3. If the leased premises be only slightly injured by fire or other casualty as not to render the Leased Premises unfit for occupancy, Lessor agrees that same shall be repaired with reasonable diligence, in which event Lessee shall not be entitled to any reduction or remission of rent whatever.

13.

INSURANCE

13.1. Lessor agrees to carry (a) Fire and Extended Coverage Insurance, plus vandalism, water damage, lightening, malicious mischief and other hazards covered by the "broad form insurance coverage, on the building located on the Leased Premises equal to 80% of its value, and (b) comprehensive general liability insurance covering all activities in or about the Leased Premises (including coverage for elevators and escalators, if any, and coverage for owned, non-owned and hired automobiles, sidewalks and passageways) in amounts as would a prudent owner of similar premises and carry in no event less than $2,000,000 per person, $2,000,000 per occurrence for personal injury, and $5,000,000 for claims made during any policy year. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and bearing a rating A+XV in the latest Best Casualty Insurance Report.
13.2. Lessee agrees to carry (a) commercial general liability insurance of $1,000,000 combined single limits per occurrence for Bodily Injury/Property Damage claims for those incidents in which the occurrence is the result of the negligence of Lessee, its agents, contractors, employees, or invitees and (b) such property insurance as it deems necessary for its personal property located on the Leased Premises.

13.3. All policies of insurance issued in accordance with this Section 18 shall include Lessor and Lessee as additional insureds as regards the sole negligence of each party to this agreement. Each party shall deliver to the other certificates evidencing the insurance policies required as of the date of occupancy of the Leased Premises and certificates of each renewal of such policies at least fifteen (15) days prior to renewal dates.

13.4. Self-insurance through the State of Louisiana, Office of Risk Management, shall satisfy the requirements of Section 18.2 requiring insurance coverage for Lessee.

13.5. Lessor further agrees to waive any right or claims, other than for intentional acts, against the Lessee, its agents, or employees for any loss to the premises by fire, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, or damage from aircraft and vehicles.

14. ASSIGNMENT

It is agreed that any assignment of this lease or the proceeds thereof must be approved in advance of such assignment, in writing, by the appropriate party. If the request to assign is by the Lessee, such assignment must be approved by the Lessor. If the request to assign is by the Lessor, such assignment must be approved by the Commissioner of Administration. Approval of requested assignment shall not be unreasonably or arbitrarily withheld by either party; provided, however, that the Commissioner may condition approval of an assignment of this lease or the proceeds of this lease upon receipt of reasonable assurances from assignee of its ability and willingness to assume responsibility for performance of the terms in the event of failure of performance by the assignor.

15. ADDITIONAL LEASED PREMISES

It is agreed by both Lessee and Lessor that in the event the Lessee requires adjacent additional space which could not reasonably have been foreseen at the time of execution of the lease or the exercise of the Lessee's option to extend, it shall promptly notify Lessor in writing of such requirement. Lessor shall
respond in writing within fifteen (15) days of receipt of such notification whether such additional space is available.

In the event such additional space is available, Lessor shall provide such additional space on the same basis and at the same rate as for such comparable space under the then current lease.

16.

TERMINATION OF LEASE

In the event the State of Louisiana provides Lessee with adequate space in a building owned by the state or owned or leased by the Office Facilities Corporation established by LA R.S. 39:1798 et seq., and which is similar to the leased premises in accessibility and location for the Lessee, Lessor agrees to terminate this lease after receipt of sixty (60) day written notice from Lessee.

17.

FISCAL FUNDING PROVISIONS

A continuation of the lease is contingent upon the continuation of and appropriation of funds by the Legislature to fulfill the requirements of this lease by Lessee. In the event that public funding for Lessee becomes inadequate to meet the obligations of this lease, Lessee may, with the approval of the Division of Administration, terminate the lease without any penalty assessed against Lessee therefor or reduce the space provided and the rental due by giving sixty (60) days written notice to Lessor. The rental payment due when such a reduction in space is exercised shall be on the same terms and at the same rate per square foot as for the original space under the then current lease.

18.

NOTICES

All notices required under this lease shall be in writing and shall be sent by United States Mail and in the case of notices to Lessor and Lessee shall be addressed as follows:

LESSOR: Board of Supervisors for the University of Louisiana System

LESSEE: Board of Supervisors of LSU
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808
Attention: Executive Vice President

With a copy to:
Division of Administration
Facility Planning and Control
Real Estate Leasing Section
P. O. Box 94095, Capitol Section
Baton Rouge, Louisiana 70804-9095
19.

EXTRACT OF LEASE

19.1 Upon execution and approval of this lease, it will be the responsibility of Lessor to have the lease or extract of lease recorded in the office of the parish recorder of the parish where the property herein leased is located, in the form set forth in that Extract of Lease attached hereto.

19.2 Before any payments can be made on the lease, Lessor must provide a certified copy of the recorded lease or extract of lease to Lessee and to the Real Estate Leasing Section of Facility Planning and Control.

20.

COMPLIANCE WITH DEQ REGULATIONS

20.1 All requirements of this Section shall be in accordance with the Louisiana Administrative Code, Title 33 (Environmental Quality), Part III (Air), Chapter 27 ("Asbestos-Containing Materials in Schools and State Buildings Regulations"), and regulations promulgated pursuant thereto.

20.2 Lessor must provide appropriate documentation from the Architect, Engineer, or Contractor of Record of the Leased Premises that no asbestos containing building material was specified in any construction documents for the building, or, to the best of his or her knowledge, no asbestos containing building material was used in the building. This documentation must be submitted to the Office of Facility Planning and Control, Real Estate Leasing Section for submittal to the Department of Environmental Quality, Air Quality Division, for review and approval.

20.3 If the documentation as mentioned above cannot be obtained, Lessor shall conduct an asbestos inspection in accordance with LAC 33:III.2707.A, of the Leased Premises indicating therein locations of all materials containing more than one (1%) percent asbestos, as determined by Polarized Light Microscopy. This inspection shall be performed by a Louisiana Department of Environmental Quality accredited Inspector with current accreditation. If any asbestos is detected (friable or nonfriable) and allowed to remain while the space is occupied, Lessor shall also provide an ASBESTOS MANAGEMENT PLAN WHICH HAS BEEN APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY.

20.4 All Management Plans must be developed by a Louisiana Department of Environmental Quality accredited Management Planner and must be submitted in the format as outlined in the Department
of Environmental Quality's document "Required Elements for LEA and LSPBA Management Plans". Lessor must maintain, update, and comply with the Management Plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspections, re-inspections, response action activities, and training of maintenance and custodial personnel. Any updates to the Management Plan shall be submitted to the Division of Administration for record purposes as well as updating the Management Plan located at the facility that is being leased. Failure by Lessor to maintain, update, and comply with any required Management Plans will cause automatic termination of the lease effective three (3) months after written notice to Lessor of its failure to maintain, update, and comply with any required management plans.

20.5. All documentation required under this section shall be forwarded to the Division of Administration, Facility Planning and Control, Real Estate Leasing Section, by Lessor PRIOR TO OCCUPANCY OF THE LEASED SPACE BY THE STATE OF LOUISIANA and its agencies.

21. APPROVAL BY THE COMMISSIONER OF ADMINISTRATION

The effectiveness of this lease is contingent upon its approval by the Commissioner of Administration, and Lessee is not liable for any costs incurred by Lessor prior to the statutory approval of this lease by the Commissioner of Administration in accordance with La. R.S. 39:1641(A).

22. SUBORDINATION OF LESSOR'S LIEN

When requested by the State, Lessor shall execute a Subordination of Lessor's Lien with respect to equipment in favor of a third party, whenever the third party is financing the acquisition of the equipment for the use by Lessee. The State will supply the document to be executed.

23. MISCELLANEOUS

23.1 Audits. Lessee may, at its option and at its own expense, and during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of and pertaining to the Leased Premises. Audits may be made by employees of Lessee, by the Louisiana Legislative Auditor, or by independent auditors retained by Lessee.
23.2 **No Modification.** Neither this Lease nor the rights or duties of Lessor or Lessee under this Lease shall be changed, modified, waived, released or discharged in any way except by an instrument in writing signed, acknowledged and delivered by Lessor and Lessee.

23.3 **Quiet Enjoyment.** Lessor covenants that Lessee, upon payment of the Base Rent, Additional Rent and other sums due by Lessee hereunder, above reserved, and upon the due performance of the covenants and agreements herein contained, shall and may, pursuant to the provisions of this Lease, at all times during the Term peaceably and quietly have, hold and enjoy the Premises, free from the claims of Lessor, or any persons.

23.4 **Governing Law.** This Lease shall be construed under and governed by the laws of the State of Louisiana, as they apply to contracts and agreements for the lease or rental of space for the housing of State agencies, their personnel, operations, equipment, or activities (see R.S. 39:1641, et seq.).

23.5 **Payment of Fees and Expenses.** To the extent allowed by law, if Lessee shall be in default in the performance of any of its obligations hereunder and an action shall be brought for the enforcement thereof in which it shall be determined that there has occurred an Event of Default by Lessee, Lessee shall pay to Lessor, on demand, all actual expenses incurred by Lessor as a result thereof.

23.6 **Severability.** If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstances, shall be declared invalid, unenforceable or usurious by the final ruling of a court of competent jurisdiction, not subject to appeal, the remaining terms, covenants, conditions and provisions of this Lease, or the application of such term, condition, covenant or provision to other persons or circumstances, shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid, unenforceable or usurious provision, there shall be substituted a like, but valid, enforceable or nonusurious provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties, as evidenced by this Lease.

23.7 **Succession.** Except as otherwise expressly provided herein, this Lease and all the terms, conditions, covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of Lessor and Lessee, and their respective successors and assigns and successors in title to the Premises. The term "Lessor" shall include the successors and assignees of Lessor and the term "Lessee" shall include the successors and assignees of Lessee, except where expressly provided otherwise.
23.8 Estoppel Certificates. Lessee will at any time and from time to time execute and deliver to Lessor, or to the designee of Lessor, an estoppel certificate on the form of estoppel certificate provided by the Office of Facility Planning and Control, Division of Administration, State of Louisiana, which shall be in recordable form signed by a duly authorized representative of Lessee, certifying to any of the following which may be expressed on such form: (a) Tenant has not given Landlord written notice of any dispute between Landlord and Tenant, (b) this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and certifying to the modifications which are to such certificate), (c) the dates, if any, to which the Base Rent, Additional Rent and other sums payable under this Lease have been paid, and (d) such other information as Lessor may reasonably request. Any such certificate may be relied upon by any prospective purchaser of the Premises.

23.9 Time of the Essence. In all respects, time shall be of the essence during and with respect to the operation obligations of this Lease.

23.10 Representations of Authority. By the execution of this Lease, Lessor and Lessee each represent to the other that each is an entity validly existing, duly constituted and in good standing under the law of the jurisdiction in which it was formed and which it presently conducts business; and that the person signing this Lease on its behalf has due authorization to do so.

23.11 Advertisement. Neither party shall make use of the other party’s name, logo or marks without its prior written consent.

23.12 Amendment. No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same be in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto, and approved by the Division of Administration.

23.13 Nondiscrimination, Employment and Wages. Any discrimination by Lessor or its agents or employees on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Lease, is prohibited.

23.14 Conflict of Interest. Lessor certifies (and this Lease is made in reliance thereon) that neither Lessor nor any person having an interest in this Lease by, through or under the Lessor, is an officer of Lessee or is affiliated in any way with Lessee.

23.15 Lessee’s Obligations at the end of the Term. At the expiration of the Term, Lessee shall peaceably yield up to Lessor the premises in such repair as at the commencement of the term, reasonable
wear and tear and the use thereof and casualty excepted, and Lessee may, within a period of thirty (30) days thereafter, remove all of Lessee’s property which it has installed or placed on the premises during the term of this lease, repairing any damage to the premises caused by such removal.

23.16 Counterparts. This agreement may be executed in multiple counterparts each of which shall be declared an original.

23.17 Entire Agreement. This Lease, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to the Leased Premises and contain all of the terms and conditions agreed upon with respect thereto, and no other agreements, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

This lease may be signed in several counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed their names on the dates listed below in the presence of the undersigned competent witnesses:

**WITNESS:**

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**LESSOR:** Board of Supervisors for the University of Louisiana System

**BY:** ________________________________

**Date:** ______________________________

**LESSEE:** Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

**BY:** ________________________________

**Date:** ______________________________

**APPROVED:**

This ______ day of __________, 2012.

Office of the Governor
Division of Administration

**BY:** ________________________________
John Davis, Director
Facility Planning and Control
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

August 21, 2012

Item H.9. University of New Orleans’ request for approval of a lease between University of New Orleans and the University of New Orleans Foundation for the use of 6401 St. Bernard Avenue, New Orleans, as the President’s Residence.

EXECUTIVE SUMMARY

The University is requesting Board approval of a lease between the University of New Orleans and the University of New Orleans Foundation for the use of 6401 St. Bernard Avenue, New Orleans, as the President’s Residence.

The lease involves certain immovable property and improvements consisting of approximately 5,000 square feet. Since there is no President’s Residence on the campus of the University of New Orleans, in accordance with Board Rule C-III, Section IV.B.2, and the President’s Letter of Appointment, the President is to receive a $35,000 annual housing allowance, paid in equal monthly amounts. In lieu in receiving this housing allowance, the President will reside at 6401 St. Bernard Avenue, which is in close proximity to the University of New Orleans campus allowing for campus-related activities and functions.

The lease term commences on February 29, 2012 and ends on February 28, 2042. Rental payments are $1 per year.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans’ request for approval of a lease between University of New Orleans and the University of New Orleans Foundation for the use of 6401 St. Bernard Avenue, New Orleans, as the President’s Residence.

BE IT FURTHER RESOLVED, that the President of the University of New Orleans is hereby designated and authorized to execute any and all documents necessary to execute said lease agreement.

AND FURTHER, that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
CONTRACT OF LEASE

STATE OF LOUISIANA
PARISH OF ORLEANS

THIS CONTRACT OF LEASE (herein "Lease") made and entered into effective the 29th day of February, 2012, by and between:

UNIVERSITY OF NEW ORLEANS FOUNDATION, a Louisiana non-profit corporation organized and operated to support the work of the University of New Orleans, duly authorized to do business in the State of Louisiana, appearing herein through Patrick M. Gibbs, President and Chief Executive Officer, duly authorized by Resolution of the Board of Directors,

hereinafter referred to as "Foundation" and

UNIVERSITY OF NEW ORLEANS, an institution under the supervision and management of the Board of Supervisors for the University of Louisiana System, herein represented by Peter J. Fos, the duly authorized President of the University of New Orleans,

hereinafter referred to as "University;"

WITNESSETH:

1. PREMISES. Foundation agrees to lease and does hereby lease to University, delivery of which is hereby acknowledged, the following described property, to-wit:

A CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, situated in the THIRD DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana within Zone No. 3 of the Lakefront Development of the Board of Levee Commissioners of the Orleans Levee District, known as Lake Terrace Subdivision and designated as Lot No. 1 of Square No. 1 on a map titled "Map of Lake Terrace Subdivision on Lake Pontchartrain, New Orleans, Louisiana, Board of Levee Commissioners of New Orleans District, dated August 10, 1953, File No. L.D. 2913" and on a map of "Square No. 1,9,10,11 and 12, Lake Terrace, New Orleans, Louisiana, Board of Levee Commissioners of the New Orleans Levee District, dated September 25, 1953, File No. L.D. 2913-L-1" both of which maps were prepared by A.L. Willoz, C.E. registered No. 73, said square 1 being bounded by St. Bernard Avenue, Oriole Street, Cartier Drive and Killdeer Street. Lot No. 1 forms the corner of St. Bernard Avenue and Killdeer Street and measures 115 feet front on St. Bernard Avenue, same width in the rear, by a depth of 110 feet.

The Improvements thereon bear the Municipal Address: 6401 St. Bernard Avenue, New Orleans, Louisiana

(herin “Leased Premises”).

2. **TERM.** This Lease is made for a period of thirty (30) years (herein “Term”). The Term shall begin on the 29th day of February, 2012, and shall end on the 28th day of February, 2042 (the “Expiration Date”).

3. **RENT.** This Lease is made for an annual rental of ONE DOLLAR ($1.00), said rent being due and payable annually, in advance, on or before the 1st day of March of each year of the Term.

4. **USE OF PREMISES.**

University may use the Leased Premises as the official residence of the University of New Orleans for occupancy by its President and for activities or events that will further the mission of the University. University shall not make any use of the Leased Premises in violation of any ordinance or laws and shall not increase the fire or insurance hazard by any use thereof.

5. **CONDITION OF LEASED PREMISES.** University has inspected the Leased Premises and found it to be in acceptable condition. University accepts the Leased Premises and the improvements as they presently exist on the Leased Premises. As set forth in Section 6 below, the Leased Premises is leased in “as is, where is” condition, at University’s sole risk and peril, with all faults and without any representations or warranties of any kind or nature by Foundation, either express or implied. All warranties are and shall be expressly renounced by University, including all rights in redhibition and/or warranty under Louisiana Law. Any initial renovations mutually desired to make the Leased Premises more suitable for the University’s use as its official residence will be performed or will be caused to be performed by the Foundation as reasonably agreed to by the University and Foundation.

6. **REPAIRS, UPKEEP AND MAINTENANCE.** The Foundation will assume responsibility for and shall pay all costs and expenses of maintaining, repairing and operating the Leased Premises and Foundation–owned equipment included therein. The Foundation will, not, however, be responsible for non-Foundation owned equipment, household, kitchen, and janitorial supplies, food and drink, linen or clothing laundry service, cleaning of service ware or utensils, expenses involved in official entertaining or University events, including but not limited to such expenses as transportation, parking, traffic management, catering, decorating, signage, event security or other event staffing, permits or licenses, event entertainment, equipment rental, furniture rental, post-event garbage and trash removal and cleaning of residence and grounds.
7. **IMPROVEMENTS.** University shall not construct any improvements on the Leased Premises without first obtaining the written approval of Foundation. All such improvements constructed on the Leased Premises by University shall become a part of the immovable and may not be removed without Foundation’s consent. University shall satisfy or otherwise remove any liens or privileges burdening the Leased Premises as a result of any work performed or materials delivered at or to the Leased Premises.

8. **UTILITIES.** Foundation will, at its own cost and expense, pay for all water, gas, heat, electricity and other utilities used in the Leased Premises.

9. **PAYMENT OF TAXES.** Foundation shall be responsible for all taxes, if any, on the Leased Premises. The Foundation and University understand and agree that the Leased Premises are not subject to ad valorem taxation, and the parties agree to cooperate in seeking any exemption provided by law.

10. **ASSIGNMENT AND SUBLEASE.** University shall not have the right to sublease and/or assign any portion of the Leased Premises.

11. **LIABILITY AND INDEMNITY.**

11.1 University’s assuming possession of the Leased Premises constitutes an admission that University has examined the Leased Premises and found it in good and safe condition.

11.2 Foundation shall not be liable to University or to University’s employees, patrons and visitors or to any other person for any damage to person or property caused by any act, omission, fault or neglect of University or that of any other tenant, guest, invitee or occupant, and University agrees to hold Foundation harmless from all claims for any such damage, whether the injury occurs on or off the Leased Premises.

11.3 University assumes total and complete responsibility for the condition of the Leased Premises. Foundation shall not be liable or otherwise responsible for any damages to or loss of personal property of University, any occupant, guest or invitee which is left or kept on or about the Leased Premises, including but not limited to any damages to or loss of University vehicles or any property contained therein caused by leaks in the roof, by bursting of pipes due to freezing or otherwise, by falling limbs, by weather or by any vices or defects on or about the Leased Premises or Foundation’s equipment.

11.4 Foundation shall not be liable or otherwise responsible for any damages for personal injuries, death, property damage or otherwise which University or any employed occupant, guest or invitee may sustain that were caused in whole or in part by any condition on or about the Leased Premises, or by the Foundation’s equipment, and University shall indemnify Foundation for any cost, including attorney fees, incurred by Foundation as a result of any such claim or lawsuit filed against Foundation. University, by execution of this Lease, releases and agrees to hold harmless Foundation, its agents, employees, attorneys or representatives from any and all liability for any damages sustained by University, occupants, guests or invitees which were caused in whole or in part by a condition present on or about the Leased Premises or
Foundation's equipment or that were caused in whole or part by the acts or omissions of University or any occupant of the Leased Premises or any guest or invitee of University.

11.5 University assumes the entire risk from every hazard which arises out of its use or occupancy of the Leased Premises. University agrees to indemnify, defend, and hold Foundation harmless against any and all claims, debts, and demands which may be made against Foundation arising out of the use or occupancy by University of the Leased Premises. University will, at its sole expense, immediately cause to be retained a policy or policies of sufficient insurance in the forms generally known as public liability, hazard and landlord and tenant, which shall include coverage for injury, death or damage to any person injured on the Leased Premises, whether by accident or otherwise, and including coverage for any property damage, and all such policies will appear in the names of both University and Foundation, as named insureds, as their interests may appear.

12. INSURANCE. Foundation and University agree that insurance furnished by or through the Louisiana Office of Risk Management shall satisfy the requirements of this section and Section 11.

University shall, at all times during the Term of this Lease, at its own cost and expense, fully protect itself and Foundation against loss or liability by carrying comprehensive public liability insurance with a responsible insurance company authorized to do business in Louisiana, insuring against all hazards and risks to which it may be subject in connection with its occupancy and use of the Leased Premises.

Such insurance shall be for not less than Two Million and No/100 Dollars ($2,000,000.00) for injuries or death to any one person and Five Million and No/100 Dollars ($5,000,000.00) as the result of any one accident, and One Million and No/100 Dollars ($1,000,000.00) for general property damage liability.

Prior to the commencement of the Lease herein specified, University, upon request by Foundation, shall furnish a certificate of the insurance policy required in connection with this Lease as aforesaid, which policy shall be issued to University and/or Foundation, as their interests may appear, together with a certificate certifying to Foundation that such insurance is in force and that such insurance will not be cancelled or otherwise changed or modified during the term of this Lease without notifying Foundation in writing at least thirty (30) days in advance of such cancellation. Other mutually agreeable proof of insurance may replace the certificate of insurance required by this section.

13. INSPECTION OF PREMISES BY FOUNDATION. Foundation and its agents shall have the right to enter upon and inspect all parts of the Leased Premises at any reasonable time for any lawful purpose, provided, however, that the foregoing shall be done without substantial interruption to or interference with the University's occupancy of the Leased Premises.
14. **DEFAULT.** The following shall be considered events of default if any occur and University fails to remedy same within thirty (30) days of having been given written notice thereof, unless a different time period is indicated herein below, at the address herein designated:

a. If University fails to pay the rent or expenses assumed by University in this Lease promptly, as stipulated.

b. If University fails to comply with any of the material provisions and/or conditions contained herein.

c. If the Leased Premises are abandoned or cease to be actively occupied and used for business purposes for a period in excess of forty five (45) days, unless such period is the part of a transition period between University Presidents.

d. If any lien, privilege or other encumbrance is imposed or is filed against the Leased Premises as a result of any act or omission by University and is not discharged or reasonably contested within a period of ninety (90) calendar days.

If any event listed above occurs, Foundation shall have the option to cancel this Lease. If University fails or refuses to permit Foundation to reenter the Leased Premises, Foundation shall have the right to evict University in accordance with the provisions of Louisiana law, without forfeiting any of Foundation's rights under this Lease. Failure to strictly and promptly enforce any of the conditions of this Lease shall not operate as a waiver of any of Foundation's rights hereunder.

In the event it should become necessary for Foundation to take any action to enforce any of the terms, covenants, conditions or provisions of this Lease, or to recover any of the amounts due hereunder, as rent or otherwise, University agrees to pay all expenses thereof, including reasonable fees of any attorney engaged by Foundation in connection therewith.

15. **DESTRUCTION OF LEASED PREMISES.** If the Leased Premises shall be destroyed or substantially damaged by an event of *force majeure* during the Term of this Lease, Foundation, at Foundation’s option, may elect to restore the Leased Premises to substantially their former condition as promptly as is reasonably possible, if restoration is reasonably feasible under the circumstances. Foundation will inform University of Foundation’s decision in writing within sixty (60) days of such event of *force majeure*. If Foundation elects not to restore the Leased Premises, this Lease shall immediately terminate. For purposes of this Lease, the term “*force majeure*” shall include earthquake, hurricane, flood, fire, or other acts of God or nature, war, rebellion, terror, civil disorders, laws, regulations, acts of civil or military authorities, and any other causes beyond the reasonable control of the party whose performance is affected.

16. **NOTICES, ETC.** All notices, demands and correspondence made necessary by the provisions of this Lease shall be in writing and shall be deemed to be properly given, served or addressed to, if and when delivered by hand and receipt thereof acknowledged or sent by United States mail, registered or certified mail, return receipt requested, directed as follows:

To Foundation: University of New Orleans Foundation 2021 Lakeshore Drive, Suite 420
New Orleans, Louisiana  70122
Attn:  President and CEO

To University:  University of New Orleans
                2001 Administration Annex Building
                2000 Lakeshore Dr.
                New Orleans, LA 70148
                Attn:  President

17.  COVENANT OF QUIET ENJOYMENT.  Foundation covenants that at all
times when University is not in default under and during the Term of this Lease, University's
quiet and peaceable enjoyment of the Leased Premises shall not be unreasonably disturbed or
interfered with by Foundation.

18.  ENTIRE AGREEMENT.  This Lease contains the entire understanding between
the parties and shall not be modified in any manner except by an instrument in writing signed by
the parties hereto, and shall be binding upon and inure to the benefit of the successors and
assigns of the respective parties.

19.  APPLICABLE LAW.  This Lease shall be governed under the laws of the State
of Louisiana.

20.  WAIVER.  The waiver by Foundation of any breach of any term, covenant,
condition or provision herein contained shall not be deemed to be a waiver of such term,
covenant, condition or provision with respect to any preceding or subsequent breach of the same
or any other term, covenant, condition or provision hereunder.  No term, covenant, condition or
provision of this Lease shall be deemed to have been waived by Foundation, unless such waiver
be in writing by Foundation.

21.  TRANSFER.  The Foundation and the University may agree that the Foundation
should sell the Leased Premises to a third party during the Term of this Lease should such a sale
be deemed to be in the best interest of the University and the Foundation.  The proceeds of such
sale will be used to satisfy any internal or external financing arrangements entered into by the
Foundation relating to the Leased Premises.  Such a sale of the Leased Premises will cause this
Lease to terminate.  The University agrees that the Foundation may transfer title to the Leased
Premises to the University of New Orleans Research and Technology Foundation, Inc. (“R&T
Foundation”), and assign its interests and obligations under this Lease to the R&T Foundation.

22.  CONSTRUCTION.  This Lease has been negotiated by the parties and their
respective counsel and shall be fairly interpreted in accordance with its terms without strict
interpretation or construction in favor of or against any party.  As used herein, the singular
number shall include the plural, the plural shall include the singular, and the use of the
masculine, feminine or neuter gender shall include all genders, as the context may require.  The
term "party" shall mean an individual, a corporation, an association, a partnership, a trust and any legal entity.

23. **SEVERABILITY.** This Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. **COUNTERPARTS.** This Lease may be executed in several counterparts, each of which, shall be an original and all of which shall constitute one and the same instrument.

25. **INDEPENDENT CONTRACTORS.** In performing their respective obligations hereunder, the parties shall operate as and have the status of independent contractors and shall not act as or be an agent or employee of any other party. No party shall have any right or authority or assume or create any obligations or make any representations or warranties on behalf of any other party, whether express or implied, or to bind any other party in any respect whatsoever.

26. **COMPLIANCE WITH LAWS.** University shall comply with all applicable laws and ordinances relative to University’s use and occupancy of the Leased Premises.

27. **ENVIRONMENTAL.** University agrees not to use or store any hazardous substances on the Leased Premises without obtaining Foundation’s prior written consent. Further, University agrees to indemnify Foundation and assumes all responsibility for any clean-up, remediation, or restoration costs resulting from the University’s storage, use, or disposal of hazardous substances on or off the Leased Premises.

(The remainder of this page has been intentionally left blank.)
(Signature Page for Contract of Lease by and between
University of New Orleans Foundation and University of New Orleans)

THUS DONE, READ AND SIGNED in multiple originals, effective on the date
aforesaid, in the presence of the undersigned competent witnesses who have hereunto signed
their names with the parties hereunder.

WITNESSES:

[Signature]
Printed Name: Amanda Robison

[Signature]
Printed Name: Stephen F. Kolz

WITNESSES:

[Signature]
Printed Name: Amy Gray

[Signature]
Printed Name: Andrew Pitman

UNIVERSITY:

UNIVERSITY OF NEW ORLEANS

By: [Signature]
Peter J. Fos, President

FOUNDATION:

UNIVERSITY OF NEW ORLEANS
FOUNDATION

By: [Signature]
Patrick M. Gibbs, President and CEO
Item H.10. University of Louisiana System’s request for approval of the Fiscal Year 2013-14 Capital Outlay Budget Request and Institutions’ Five-Year Capital Outlay Plans.

EXECUTIVE SUMMARY

UL System requests approval of the Fiscal Year 2013-14 Capital Outlay Budget Request and Institutions’ Five-Year Plans for FY 2013-14 through FY 2017-18.

The Capital Outlay Budget Request contains a prioritized list of System and Campus projects separated into four categories, Emergency, Self-Generated Revenue, Continuing, and New.

Once approved by the Board, the Capital Outlay Budget Request for FY 2013-14 will be forwarded to the Board of Regents for approval and submittal to the Division of Administration (Facility Planning and Control) for consideration in next year’s state capital outlay budget.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the Fiscal Year 2013-14 Capital Outlay Budget Request and Institutions’ Five-Year Capital Outlay Plans.
UNIVERSITY OF LOUISIANA SYSTEM

RECOMMENDATIONS

CAPITAL OUTLAY BUDGET REQUEST
2013-2014

August 21, 2012
<table>
<thead>
<tr>
<th>System Priority</th>
<th>Campus Priority</th>
<th>Project Description</th>
<th>Actual Previous</th>
<th>FY13-14</th>
<th>FY 14-15</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>Remaining Subtotal</th>
<th>Project Total</th>
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<td>MSU ADA Upgrades Campus-wide</td>
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<td>GSU Reroof various buildings on Campus (Woodson, Harris, Stewart, and others)</td>
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## Capital Outlay

### FY 2013-2014 thru 2017-2018

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<th>Campus Priority</th>
<th>Campus</th>
<th>Project</th>
<th>Actual Previous</th>
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<th>FY 14-15</th>
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<th>FY 16-17</th>
<th>FY 17-18</th>
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**Total Continuing Projects**: $64,396,006

**Total**: $72,792,610

**FY 13-14**: $12,600,000

**FY 14-15**: $2,500,000

**FY 16-17**: $2,500,000

**FY 17-18**: $0

**Yrs 2-5 Remaining Subtotal**: $27,950,000

**Project Total**: $154,758,616

---

*This category reflects continuing request to Board of Regents involving 1st year land acquisition funds for post-secondary educational institutions payable from general obligation bonds.*

LTU $1,000,000
SLU $1,600,000
ULL $10,000,000
ULM $1,600,000

**TOTAL**: $14,200,000
## Capital Outlay

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<th>FY13-14</th>
<th>FY14-15</th>
<th>FY15-16</th>
<th>FY16-17</th>
<th>FY17-18</th>
<th>Yrs 2-5 Remaining Subtotal</th>
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**Total New Projects:** $20,870,536 $148,664,150 $15,744,047

**Grand Total All Categories:** $74,271,006 $128,197,535 $182,539,564 $18,244,047 $2,500,000 $215,639,671 $547,121,017
INSTITUTIONS’ FIVE-YEAR PLANS

FISCAL YEAR 2013-2014

August 21, 2012
<table>
<thead>
<tr>
<th>PROJECT TITLE</th>
<th>PRIORITY</th>
<th>FUNDING SOURCE</th>
<th>FY 13-14</th>
<th>FY 14-15</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>5-YEAR REQUEST</th>
<th>PREVIOUS FUNDING</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
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<td>Renovate various buildings on Campus, Woodson, Harris, Stewart, and others</td>
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<td>G.O.</td>
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<td>FY 15-16</td>
<td>FY 16-17</td>
<td>FY 17-18</td>
<td>5-YEAR REQUEST</td>
<td>PREVIOUS FUNDING</td>
<td>TOTAL COST</td>
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**TOTALS**                             |          |         | $ 27,090,000 | $ 34,659,000 | $ 10,075,000 | $ 49,425,000 | $ 78,952,000 | $ 193,066,000 | $ 33,320,000 | $ 226,986,000 |
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<tr>
<th>PROJECT TITLE</th>
<th>PRIORITY</th>
<th>FUNDING</th>
<th>FY 13-14</th>
<th>FY 14-15</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>TOTAL REQUEST</th>
<th>PREVIOUS FUNDING</th>
<th>TOTAL COST</th>
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**TOTALS**                                         |          | $15,371,828 | $41,631,743 | $18,058,000 | $14,354,500 | $2,126,000 | $91,444,568 | $28,088,000 | $119,525,648    |
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<th>FY 14-15</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>5-YEAR REQUEST</th>
<th>PREVIOUS FUNDING</th>
<th>TOTAL COST</th>
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**TOTALS**

$6,485,762 | $15,113,487 | $34,529,838 | $76,171,387 | $46,593,511 | $178,913,955 | $2,575,000 | $181,888,955
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<th>FY 14-15</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>5-YEAR REQUEST</th>
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<th>TOTAL COST</th>
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Data Date
August 27, 2012
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<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>5-YEAR REQUEST</th>
<th>PREVIOUS FUNDING</th>
<th>TOTAL COST</th>
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### Five Year Capital Outlay Plan
**FY 2013-14 - FY2017-18**

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<th>FY 14-15</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>5-YEAR REQUEST</th>
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**TOTALS**                             |                |                | $19,250,000 | $21,845,000| $17,842,000| $10,983,252| $10,322,767| $80,293,019    | $9,401,006        | $89,654,025 |

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August 21, 2012
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**TOTALS**

$3,169,000 | $41,468,000 | $12,781,000 | $24,772,000 | $16,522,000 | $98,712,000

Date: Data
August 21, 2012