BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
2:00 p.m., Monday, December 3, 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 Minutes of October 23, 2012 Regular Meeting and November 9, 2012 Special Meeting
E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. Louisiana Tech University’s request for approval to award an Honorary Doctor of Humanities degree to Benjamin L. Denny at the Fall Commencement Exercises.

2. Louisiana Tech University’s request for approval to award an Honorary Doctor of Humanities degree to Jack E. Byrd at the Fall Commencement Exercises.

3. Northwestern State University’s request for approval of a Letter of Intent for a Doctor of Nursing Practice degree program in the College of Nursing and Allied Health.

4. University of Louisiana at Lafayette’s request for approval of a Letter of Intent for a Ph.D. degree program in Interdisciplinary Geosciences.

5. University of Louisiana at Monroe’s request for approval of a Post Baccalaureate Certificate (PBC) in Computer Information Systems in the College of Business Administration.

** 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.
6. **University of New Orleans**' request for approval of a Letter of Intent for a Ph.D. degree program in Advanced Materials and Nanoscience.

7. **University of New Orleans**' request for approval of a Letter of Intent for a Ph.D. degree program in Computer and Information Sciences.

8. **University of Louisiana System**'s proposed revisions to *Board Rule Chapter II. Students. Section I. Admission*.

9. Other Business

**F. REPORT OF ATHLETIC COMMITTEE**

1. **Southeastern Louisiana University**'s request for approval of a contractual agreement with Blake Hornbuckle, Head Coach Women’s Soccer, effective February 1, 2013.

2. **Southeastern Louisiana University**'s request for approval of a contractual agreement with Geno Frugoli, Head Coach Women’s Volleyball, effective February 1, 2013.

3. **University of Louisiana at Lafayette**'s request for approval of a contractual agreement with Robert Marlin, Head Men’s Basketball Coach, effective April 1, 2012.

4. **University of Louisiana System**’s report of significant athletic activities for the period of October 9 to November 16, 2012.

5. Other Business

**G. REPORT OF AUDIT COMMITTEE**

1. **University of Louisiana System**’s report on internal and external audits submitted for the period of October 9 to November 16, 2012.

2. Other Business

**H. REPORT OF FACILITIES PLANNING COMMITTEE**

1. **Louisiana Tech University**’s request for approval of a Ground Lease with the Louisiana Tech University Foundation for improvements to the Aquatic Facility and to accept donations upon completion of the lease.

2. **University of Louisiana at Lafayette**’s report of Campus Master Plan.

3. **University of New Orleans**’ request for approval of adjustment to the overall project costs for the update renovations of Maestri Field located at Privateer Park, in accordance with the provisions set forth in Act 959 of 2003.
4. **University of Louisiana System**’s request for approval to amend the FY 2013-14 Capital Outlay Budget Request.

5. Other Business

I. **REPORT OF FINANCE COMMITTEE**

1. **University of Louisiana at Lafayette**’s request for approval of the First Amendment to the Facilities Lease dated November 1, 2010 with Ragin’ Cajun Facilities, Inc., for the design and construction of the Student Union complex and to request that the project originally approved at $42,000,000 be increased to $53,000,000.

2. **University of Louisiana System**’s discussion of Fiscal Year 2012-13 first quarter financial reports and ongoing assurances.

3. Other Business

J. **REPORT OF PERSONNEL COMMITTEE**

1. **University of New Orleans**’ request for approval to appoint Dr. James E. Payne as Provost and Vice President for Academic Affairs effective January 1, 2013.

K. **SYSTEM PRESIDENT’S BUSINESS**

1. Personnel Actions

2. System President’s Report

3. University of Louisiana System’s Revision to *Bylaws*

4. Other Business

L. **BOARD CHAIR’S BUSINESS**

1. Board Chair’s Report

2. Report of Nominating Committee for 2013 Board Officers

3. Executive Session may be required to discuss *State of Louisiana versus BP Exploration & Production, Inc. et al., United States District Court, Eastern District of Louisiana, MDL 2179.*

4. Other Business

M. Other Business

N. Adjournment
BOARD OF SUPERVISORS FOR THE 
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

December 3, 2012

Item H.1. Louisiana Tech University’s request for approval of a Ground Lease with the Louisiana Tech Foundation, Inc. for improvements to the Aquatic Facility and accept donations upon completion of the lease.

EXECUTIVE SUMMARY

The University requests approval to enter into a ground lease with Louisiana Tech University Foundation for improvements to the Aquatic Facility located in Lambright Sports and Wellness Center.

The primary purpose for the lease is to make improvements to the Aquatic Facility - more specifically the Foundation has agreed to purchase and install a new competition timing display board. The estimated cost of improvements will be $60,000. Should advertising receipts not cover the project expense, the Foundation will absorb the deficit. Should receipts exceed installation costs, the lease will be terminated and excess funds donated to the University’s intramural operation.

The term of this Lease shall be for a period commencing on November 15, 2012, and ending at midnight on November 14, 2017 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 of a Ground Lease with Louisiana Tech Foundation, Inc. for improvements to the Aquatic Facility and accept donations upon completion of the lease.

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final review from UL System staff, legal counsel, and shall secure all other appropriate approval 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.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

The Louisiana Tech University Foundation has agreed to purchase and install a new timing display board to be installed in the Aquatic Facility located in Lambright Sports and Wellness Center. The Foundation will be responsible for selling advertising and fund raising to pay for the acquisition and installation of the board in order to recover cost associated with this project. At the end of a five year lease, the timing board will be donated to the University.

Improvements are estimated at $60,000.00 and the lease contract will continue for 60 months. Should advertising receipts not cover the project expense, the Foundation will absorb the deficit. Should receipts exceed installation costs, the lease will be terminated and excess funds donated to the university’s intramural operation. The Vice President for Student Affairs will be responsible for monitoring the project and adherence to lease terms and Board Policies.

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 lease.

Sincerely,

[Signature]
Daniel D. Reneau
President

attachments
LEASE

STATE OF LOUISIANA

PARISH OF LINCOLN

KNOW ALL PRESENT 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 1

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 location of a competition timing display board in the Aquatic Facility located in the Lambright Sports and Wellness Center on the Louisiana Tech University campus.

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 a competition timing display board.

ARTICLE 2

TERM

2.1 Term. The term of this Lease shall be for a period commencing on November 15, 2012, and ending at midnight on the 14th day of November, 2017, 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 waiver 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 November 15, 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

__________________________

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

__________________________
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 AVI 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.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

December 3, 2012

Item H.2. University of Louisiana at Lafayette’s report of Campus Master Plan.

EXECUTIVE SUMMARY

This is a report only and no action by the Board is necessary.
November 19, 2012

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

Dear Dr. Layzell:

This is to request approval to present the UL Lafayette Master Plan at the December, 2012 meeting of the Board of Supervisors. Please place this item on the agenda.

Sincerely,

E. Joseph Savoie  
President

jl

Attachment
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

December 3, 2012

Item H.3.  University of New Orleans’ request for approval to adjustment to the overall project costs for the update renovations of Maestri Field located at Privateer Park, in accordance with the provisions set forth in Act 959 of 2003.

EXECUTIVE SUMMARY

UNO is requesting Board approval to an adjustment to the overall project costs for the update renovations of Maestri Field located at Privateer Park under the provisions of Act 959 of 2003. This project was approved prior to UNO’s transfer to the UL System with an anticipated total project cost of $2,778,000 with a construction cost estimate of $2,315,000. As a result of construction costs higher than earlier anticipated, the University is requesting approval to increase the overall cost estimate for the renovations. These components include grandstand bleachers and its structural system, press box, and the backstop netting located behind home plate. The anticipated total project cost is $3,600,000 with a construction cost estimate of $2,711,000.

Act 959 of 2003 allows any self-generated project not exceeding $5 million that is to be undertaken by or on the campus of a state college, university, or higher education facility without incurring debt, to be approved by the appropriate management board, the Board of Regents, the Division of Administration, the Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget. Additionally, the law authorizes the Office of Facility Planning to delegate administration of such projects to higher education management boards (and universities) through cooperative endeavor agreements.

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 University of New Orleans’ request for approval to adjustment to the overall project costs for the update renovations of Maestri Field located at Privateer Park, in accordance with the provisions set forth in Act 959 of 2003.

BE IT FURTHER RESOLVED, that University of New Orleans shall obtain final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/party of processes, documents, and administrative requirements.

AND FURTHER, that University of New Orleans will provide the System office with copies of all final executed documents for Board files.
November 26, 2012

Dr. Tom Layzell
Interim System President
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Re: Act 959 Project
Maestri Field at Privateer Park Renovation

Dear Dr. Layzell,

I am requesting that the above referenced project be placed on the agenda for consideration by the University of Louisiana Board of Supervisors at their next regularly scheduled meeting. This project will be managed using the process for Act 959 projects as defined in R.S. 39:128(B)(4):

- This document and project summary shall be approved by University of Louisiana System and Board of Regents education management boards
- According to Act 959 Project funds will be transmitted to FP&C for disbursement in accordance with FP&C project requirements.

Approval for this project was originally granted by the LSU Board of Supervisors at its April 25, 2008 meeting. The anticipated total project cost was approved for $2,778,000 with a construction cost estimate of $2,315,000. The project went out to bid in the Spring of 2012, however, construction costs exceed the original estimate. We are requesting approval of a new project cost of $3,600,000 with a construction cost estimate of $2,711,000. Project costs will be covered by a transfer of funds from the University of New Orleans Foundation to the University of New Orleans.

Please let me know if any additional information is needed. Thank you for your assistance in this matter.

Sincerely,

[Signature]

Peter J. Fos
President
Item H.4. University of Louisiana System’s request for approval to amend the FY 2013-14 Capital Outlay Budget Request.

EXECUTIVE SUMMARY

The University of Louisiana System Staff is recommending that the System-wide FY 2013-14 Capital Outlay Budget Request adopted by the Board at its August 21, 2012 meeting be amended to reflect the following project:

Nicholls State University – Talbot Hall and Theater Renovation

Upon approval of the Board, the changes will be incorporated into the FY 2013-14 Capital Outlay Budget Request and an amended copy will be submitted to the Board of Regents.

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 System’s request for approval to amend the FY 2013-14 Capital Outlay Budget Request.

BE IT FURTHER RESOLVED, that the Staff be authorized to make minor technical adjustments to the request.
November 5, 2012

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

Dear Dr. Layzell:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the December 4, 2012, meeting of the Board of Supervisors for the University of Louisiana System:

Approval to amend Nicholls FY 2013-2014 Capital Outlay Budget Request to add the Talbot Hall and Theater Renovation

Thank you for your assistance in this matter.

Sincerely,

\[Signature\]

Stephen T. Hulbert
President

Attachment

pc: 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
November 2, 2012

Dr. Stephen T. Hulbert, President
Nicholls State University
P.O. Box 2001
Thibodaux, Louisiana 70310

RE: Agenda Item – December, 2012 Board Meeting
Request Approval to Amend Our FY 2013-2014
Capital Budget Request

Dear Dr. Hulbert,

Physical Plant Operations request that the following item be placed on the agenda for the Board of Supervisors’ meeting on December 4, 2012:

Request for approval to amend Nicholls FY 2013-2014 Capital Outlay Budget Request to add the Talbot Hall and Theater Renovation

I have attached a copy of the executive summary and a revised copy of our five (5) year plan that reflects the addition of this project. Upon your approval, please forward this item for consideration at the December, 2012 Board of Supervisors’ meeting. Should you have any questions, please do not hesitate to call.

Sincerely,

Michael G. Davis
Assistant Vice President for Facilities

Attachments

CC: Larry Howell (with attachments)
Executive Summary

Nicholls State University request approval to amend its FY 2013-2014 Capital Outlay Budget Request to add the Talbot Hall and Theater Renovation.

Talbot Hall, built in 1970, is home to the departments of Art, Mass Communication, and Communicative Disorders. As such, the theater, radio station, and T.V. studio are located in this building. Facilities are old and worn out, and lack the latest technology required for our students. The theater was recently named after Mary M. Danos, and the Danos Family has pledged a minimum of $1.5 million for the renovation. State funding required is $4 million. Renovations consist of upgrading the theater, T.V. studio, and radio station, installation of new technology, and ADA upgrades.

Upon approval of the Board, the System Office will forward this project to the Board of Regents with a request to add it to the UL System’s Capital Outlay Request.
## UNIVERSITY OF LOUISIANA SYSTEM

### Nicholls State University

### Five Year Plan

**FY 2013-2014**

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<th>PROJECT TITLE</th>
<th>INST.</th>
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<th>FUNDING SOURCE **</th>
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<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>5-YEAR REQUEST</th>
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**PRIORITY LEGEND**

- A - Emergency
- B - Continuing
- C - New
- D - Deseg
- S - Self-Gen.

**FUNDING SOURCE LEGEND**

- State Funds
- G.O. Bonds
- Reimb. Bonds
- Self-Gen.
- Federal Funds
- Other

**FUNDING LEGEND**

- P - Planning
- C - Construction
- E - Equipment
- A - Acquisition
- D - Demolition
- M - Misc.