BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
10:00 a.m., Tuesday, October 23, 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 August 21, 2012 Meeting Minutes.

E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. McNeese State University’s request for approval to offer the Master of Science degree program in Criminal Justice effective Fall 2013.

2. McNeese State University’s request for approval to reinstate the Education Specialist degree program in Educational Leadership effective Spring 2013.

3. McNeese State University’s request for approval to eliminate the Associate of Science degree program in Computer Information Technology effective June 1, 2013.


5. Nicholls State University’s request for approval to award an Honorary Doctor of Commerce (D.Com.) degree to Michael Voisin at the Fall Commencement Exercises.

6. Northwestern State University’s request for approval to change the name of the College of Education and Human Development to Gallaspy (Family) College of Education and Human Development.

** 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.
7. **Southeastern Louisiana University**’s request for approval (1) to merge the Department of Counseling and Human Development with the Department of Communication Sciences and Disorders to form the new Department of Health and Human Sciences effective Spring 2013 and (2) to rename the College of Education and Human Development to the College of Education effective Spring 2013.

8. **University of New Orleans**’ request for approval to award an Honorary Doctor of Business Administration to Henry Bernstein at the Fall Commencement Exercises.

9. **University of New Orleans**’ request for approval of revised statements of Role, Scope, and Mission.

10. **University of Louisiana System**’s request, on behalf of its nine institutions, for approval of a Memorandum of Understanding (MOU) among the nine institutions for the operation of the collaborative B.A. in Organizational Leadership Online Consortium Program.

11. Other Business

**F. REPORT OF ATHLETIC COMMITTEE**

1. **McNeese State University**’s request for approval of a contractual agreement with Mr. Bernard Matt Viator, Head Football Coach, effective July 1, 2012.

2. **McNeese State University**’s request for approval of a contractual agreement with Mr. Dave Simmons, Head Men’s Basketball Coach, effective July 1, 2012.

3. **McNeese State University**’s request for approval of a contractual agreement with Ms. Brooks Donald-Williams, Head Women’s Basketball Coach, effective July 1, 2012.

4. **Northwestern State University**’s request for approval of an amendment to a contractual agreement with Mr. George Van Linder, Head Women’s Soccer Coach, effective January 19, 2012.

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

6. **Northwestern State University**’s request for approval of an amendment to a contractual agreement with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.

7. **Northwestern State University**’s request for approval of an amendment to a contractual agreement with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.

8. **University of New Orleans**’ request for approval of a contractual agreement with Ms. Keeshawn Carter, Head Women’s Basketball Coach, effective July 1, 2012.

9. **University of New Orleans**’ request for approval of a contractual agreement with Mr. Mark Slessinger, Head Men’s Basketball Coach, effective July 1, 2012.
10. **University of New Orleans**’ request for approval of a contractual agreement with Ms. Kim Young-Buford, Head Women’s Volleyball Coach, effective September 1, 2012.

11. **University of New Orleans**’ request for approval of its Complimentary Ticket Policy.

12. **University of Louisiana System**’s report of significant athletic activities for the period of August 9 to October 8, 2012.

13. Other Business

**G. REPORT OF AUDIT COMMITTEE**

1. **University of Louisiana System**’s report on internal and external audits submitted for the period of August 9 to October 8, 2012.

2. Other Business

**H. REPORT OF FACILITIES PLANNING COMMITTEE**

1. **Grambling State University**’s request for approval to name property acquired through Act 236 of 2012 the Grambling State University West Campus: R.W.E. Jones Annex.

2. **Grambling State University**’s request for approval to name the annex of the Washington-Johnson Complex the *Allen Williams Annex*.

3. **Grambling State University**’s request for approval to name the President’s house *Johnson Place*.

4. **Louisiana Tech University**’s request for approval of a Ground Lease with the Louisiana Tech University Foundation to begin the improvements to the Softball Complex.

5. **McNeese State University**’s request for approval to extend the Land Lease Exhibit 1 of the Local Services Agreement for the construction of the Southwest Louisiana Entrepreneurial and Economic Development Center (SEED).

6. **Nicholls State University**’s request for approval to lease the Dr. J.J. Ayo Pool to Crawfish Aquatics, L.L.C. to provide for improvements.

7. Other Business

**I. REPORT OF FINANCE COMMITTEE**

1. **Louisiana Tech University**’s request for approval of an amendment to the previously approved Bond Resolution for the refunding and issuance of the new Series 2012 Bonds.

2. **Nicholls State University**’s request for approval to enter into a Memorandum of Understanding (MOU) with the Friends of the Louisiana Center for Women and Government.
3. Nicholls State University’s request for approval to implement a unique fee structure for the Nicholls Online Program.

4. University of Louisiana System’s request, on behalf of its nine institutions, for approval of student contract for a package price for the B.A. in Organizational Leadership.


6. University of Louisiana System’s discussion of Fiscal Year 2011-12 fourth quarter financial reports and ongoing assurances.


8. Other Business

J. REPORT OF PERSONNEL COMMITTEE

1. Grambling State University’s request for approval to appoint Dr. Larnell Flannagan as Dean of the College of Education effective August 1, 2012.

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. Report of the Louisiana Tech University Presidential Search Committee

3. Report of the UL System Presidential Search Application Review Committee

4. Appointment of Nominating Committee for 2013 Board Officers

5. Other Business

M. Other Business

N. Adjournment
Item H.1. Grambling State University’s request for approval to name property acquired through Act 236 of 2012 the Grambling State University West Campus: R.W.E. Jones Annex.

EXECUTIVE SUMMARY

Grambling State University requests approval to name the property acquired through Act 236 of 2012 the Grambling State University West Campus: R.W.E. Jones Annex in honor of the university’s second president, Ralph Waldo Emerson Jones.

President Jones, affectionately known as “Prez,” served as president of Grambling State University for more than 41 years (1936-1977), having served for 10 years as a mathematics teacher, band director, baseball coach, Dean of Men, etc. He led Grambling State University during a time of scarce resources and funding and helped to build a firm foundation for those who followed him.

The university would be pleased to honor the legacy of its second president, Ralph Waldo Emerson Jones, by naming the newly acquired property Grambling State University West Campus: R.W.E. Jones Annex.

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 Grambling State University’s request to name property acquired through Act 236 of 2012 the Grambling State University West Campus: R.W.E. Jones Annex.
MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM

SUBJECT: REQUEST FOR APPROVAL TO NAME PROPERTY ACQUIRED THROUGH SENATE BILL 583 (Act 236) GRAMBLING STATE UNIVERSITY WEST CAMPUS: R. W. E. JONES ANNEX

Grambling State University respectfully requests approval to name the property acquired through Senate Bill 583 (Act 236) Grambling State University West Campus: R. W. E. Jones Annex.

President Jones, affectionately known as “Prez,” served as president of Grambling State University for more than 41 years (1936-1977), having served for 10 years as a mathematics teacher, band director, baseball coach, Dean of Men, etc. His legacy is one of honor and respect among, not only Grambling alumni and students, but also all those who came in contact with him during his life time. He led Grambling State University during a time of scarce resources and funding and helped to build a firm foundation for those who followed him.

The university would be pleased to honor the legacy of its second president, Ralph Waldo Emerson Jones, by naming the newly acquired property Grambling State University West Campus: R. W. E. Jones Annex.

Your favorable consideration of this request would be greatly appreciated.

Sincerely,

Frank G. Pogue, Ph.D.
President

FGP:jj
AN ACT

To authorize the division of administration to transfer certain state property in Lincoln Parish to Grambling State University and to Louisiana Tech University; to provide for the property description; to provide for reservation of mineral rights; to provide terms and conditions; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. The commissioner of administration, notwithstanding any other provision of law to the contrary, is hereby authorized and empowered to assign any interest, excluding mineral rights, the state may have to all or any portion of the following described parcel of property to Grambling State University:

A certain tract of land, including all improvements located thereon, situated and lying adjacent to Louisiana Tech University property and more particularly described as follows to wit:

Thence a 163.39 acre tract of land with improvements situated in Sections 23 and 24, Township 18, North, Range 4 West, in Lincoln Parish, Louisiana and formerly known as Ruston State School.

Section 2. The commissioner of administration is hereby authorized to enter into such agreements, covenants, conditions, and stipulations and to execute such documents as necessary to properly effectuate the assignment, excluding mineral rights, to the property described in Section 1, and as more specifically described in any such agreements entered into and documents executed by and between the commissioner of administration and Grambling State University. Any such transfer shall be subject to any leases, easements, servitudes, restrictions and rights-of-way of record or existing concerning the property.

Section 3. The commissioner of administration, notwithstanding any other provision of law to the contrary, is hereby authorized and empowered to assign any
interest, excluding mineral rights, the state may have to all or any portion of the
following parcel of property to Louisiana Tech University:

A certain tract of land, including all improvements located thereon,
situated and lying adjacent to Louisiana Tech University property and
more particularly described as follows to wit:

Thence a 150 acre tract of land, more or less, with improvements, that
is currently being leased by Louisiana Tech University, being situated in
Section 23, Township 18, North, Range 4 West, in Lincoln Parish,
Louisiana.

Section 4, The commissioner of administration is hereby authorized to enter into
such agreements, covenants, conditions, and stipulations and to execute such
documents as necessary to properly effectuate the assignment, excluding mineral
rights, to the property described in Section 3, and as more specifically described in any
such agreements entered into and documents executed by and between the
commissioner of administration and Louisiana Tech University. Any such transfer
shall be subject to any leases, easements, servitudes, restrictions and rights-of-way of
record or existing concerning the property.

______________________________
PRESIDENT OF THE SENATE

______________________________
SPEAKER OF THE HOUSE OF REPRESENTATIVES

______________________________
GOVERNOR OF THE STATE OF LOUISIANA

APPROVED:______________________
Item H.2. Grambling State University’s request for approval to name the annex of the Washington-Johnson Complex the Allen Williams Annex.

EXECUTIVE SUMMARY

Grambling State University requests approval to name the annex of the Washington-Johnson Complex that houses the KGRM Radio Station the Allen Williams Annex in honor of the late Dr. Allen Williams, former head of the Department of Speech and Theatre.

Prior to Dr. William’s retirement in 2004 from GSU, he built a stellar legacy during his tenure as Chair of the Department of Speech and Theatre. Among his achievements was the institution of the student-run radio station, KGRM. The radio station has provided numerous hands-on learning experiences in the area of broadcast for our students as well as listeners exposed to various genres of music.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University Louisiana System hereby approves Grambling State University’s request to name the annex of the Washington-Johnson Complex the Allen Williams Annex.
MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM

SUBJECT: REQUEST FOR APPROVAL TO NAME THE ANNEX OF THE WASHINGTON-JOHNSON COMPLEX THE ALLEN WILLIAMS ANNEX

Grambling State University respectfully requests approval to name the annex of the Washington-Johnson Complex, which houses the KGRM Radio Station, the Allen Williams Annex in honor of the late Dr. Allen Williams, former head of the Department of Speech and Theatre at Grambling State University.

Prior to his retirement from Grambling State University in 2004, Dr. Williams built a stellar legacy during his tenure as Chair of the Department of Speech and Theatre. Among his most notable achievements was the institution of the student-run radio station, KGRM. The radio station has provided numerous hands-on learning experiences in the area of broadcast for our students as well as exposed listeners to various genres of music. Dr. Williams’ determination and perseverance were key to establishing this radio station which today receives numerous broadcast awards.

To have the annex housing the KGRM Radio Station named the Allen Williams Annex would be a befitting tribute to the legacy of Dr. Allen Williams.

Your favorable consideration of this request would be greatly appreciated.

Sincerely,

Frank G. Pogue, Ph.D.
P resident

FGP:jj
Item H.3. Grambling State University’s request for approval to name the President’s House Johnson Place.

EXECUTIVE SUMMARY

Grambling State University requests to name the President’s House Johnson Place in honor of the late Mrs. Lula Young Johnson, wife of the third president of the university, Dr. Joseph B. Johnson. Dr. and Mrs. Johnson were the first residents of the president’s house.

Mrs. Johnson, an alumnus of GSU, served her alma mater as first lady from 1977 to 1991. She was loved and highly esteemed by Gramblinites everywhere and left an indelible mark in annals of the university. The students, alumni, faculty, staff and administrators of GSU are proud to honor Mrs. Johnson for her service to the university.

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 Grambling State University’s request to name the President’s House Johnson Place.
MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM

SUBJECT: REQUEST FOR APPROVAL TO NAME THE PRESIDENT’S HOUSE JOHNSON PLACE

Grambling State University respectfully requests approval to name the president’s house Johnson Place in honor of Mrs. Lula Young Johnson, the wife of the third president of the university, Dr. Joseph B. Johnson. Dr. and Mrs. Johnson were the first residents of the president’s house.

Mrs. Johnson, an alumnus of Grambling State University, served her alma mater as first lady from 1977 to 1991. She was loved and highly esteemed by Gramblinites everywhere and left an indelible mark in the annals of the university. The students, alumni, faculty, staff and administrators of Grambling State University are proud to honor Mrs. Johnson for her service to the university.

Your favorable consideration of this request would be greatly appreciated.

Sincerely,

[Signature]

Frank G. Pogue, Ph.D.
President

FGP:jj
Item H.4.  **Louisiana Tech University**’s request for approval to enter into a ground lease with the Louisiana Tech University Foundation to begin improvements to the Softball Complex.

**EXECUTIVE SUMMARY**

The University requests approval to enter into a Ground Lease agreement with Louisiana Tech University Foundation, Inc. to make improvements to the softball complex. Improvements will include replacement of bleachers, construction of ticketing and concession building, and improvements to batting cages and fencing.

These improvements will improve operations of intercollegiate softball. The value of the improvement is anticipated to cost $400,000. Upon completion of the design and installation, the improvements will be donated to Louisiana Tech University.

The term of this Lease shall be for a period commencing on November 1, 2012, and ending at midnight on the 31st day of October, 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 begin improvements to the Softball Complex 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.**
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

The Louisiana Tech University Foundation has received donations to make improvements to the softball complex. Improvements will include replacement of bleachers, construction of ticketing and concession building and improvements to batting cages and fencing. These improvements will improve operations of intercollegiate softball. The value of the improvement is anticipated to cost $400,000. 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:

WITNESSETH

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 athletic Softball Field on the Louisiana Tech University campus including the playing field, bleachers and adjacent site necessary to make improvements.

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 replace bleachers, construct ticketing and concession building and improve batting cages and fencing.

ARTICLE 2

TERM

2.1 Term. The term of this Lease shall be for a period commencing on November 1, 2012, and ending at midnight on the 31st day of October, 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 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 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

________________________

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 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.5. McNeese State University’s request for approval to extend the Land Lease, Exhibit 1 of the Local Services Agreement, for the construction of the Southwest Louisiana Entrepreneurial and Economic Development Center (SEED).

EXECUTIVE SUMMARY

At its February 26, 2010 meeting, the Board approved a Local Service Agreement with the City of Lake Charles, the Calcasieu Parish Police Jury, and the Southwest Louisiana Alliance Foundation, 502(c)3. The agreement provided for the Board to lease approximately eight (8) acres of land located on the McNeese campus to the Calcasieu Parish Police Jury so that the Police Jury could construct the Southwest Louisiana Entrepreneurial and Economic Development Center (SEED). The lease language indicates that the lease will terminate upon the completion of construction or on December 31, 2012, whichever occurs first.

Some unanticipated construction delays have occurred, and construction is now anticipated to be completed in the spring of 2013. To ensure that the land lease does not expire before the construction is completed, McNeese requests that the lease be extended to when SEED is completed or on December 31, 2013, 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 does hereby approve McNeese State University’s request to extend the Land Lease, Exhibit 1 of the Local Services Agreement, for the construction of the Southwest Louisiana Entrepreneurial and Economic Development Center (SEED).

BE IT FURTHER RESOLVED, that the President of McNeese State University is hereby designated and authorized to execute any and all documents necessary to execute said amendment to the Land Lease.

BE IT FURTHER RESOLVED, that McNeese State University shall obtain final approvals from UL System staff, legal counsel, and all other appropriate agencies/parties, of processes, documents, and administrative requirements.
October 3, 2012

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

Dear Dr. Layzell:

Enclosed are five (5) copies of McNeese State University’s request for approval to extend the Land Lease Exhibit 1 of the Local Services Agreement, for the construction of the Southwest Louisiana Entrepreneurial and Economic Development Center (SEED)

Please place on the ULS Board of Supervisors’ agenda for consideration and approval at the October 22, 2012 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
STATE OF LOUISIANA

PARISH OF CALCASIEU

AMENDMENT TO THE
LAND LEASE AGREEMENT

This Amendment is hereby entered, on the date hereinafter set forth, between the Calcasieu Parish Police Jury, a political subdivision of the State of Louisiana, represented herein by Bryan C. Beam, Parish Administrator, hereinafter referred to as "POLICE JURY," and McNeese State University, herein represented by Eddie P. Meche, Vice President of Business Affairs, hereinafter referred to as the “MSU.”

WHEREAS, the Land Lease Agreement, dated June 28, 2010, between MSU and the POLICE JURY created to allow for the construction of the Southwest Louisiana Entrepreneurial and Economic Development Center (SEED) indicates that the Lease will expire on December 31, 2012; and

WHEREAS, construction delays have occurred and completion of the SEED is now anticipated to be during the Spring of 2013; and

WHEREAS, the parties agree that the Land Lease Agreement should be extended and not expire prior to construction completion.

NOW THEREFORE, the undersigned agree that the term of the Land Lease Agreement should be amended, and amended Article 2, Section 2.1 of the Land Lease Agreement should read as follows:

2.1 Term. The term of this Lease shall be for a period commencing on the date of signature of this amendment and ending at midnight on the 31st day of December, 2013, or at such time as transfer of improvements is executed, whichever occurs first. It is the intent of all parties that the transfer of ownership will take place when the certificate of Substantial Completion is filed with the Clerk of Court.

THUS DONE AND SIGNED on the ___ day of ________________, 2012, in Lake Charles, Parish of Calcasieu, Louisiana, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY

BY:

BRYAN C. BEAM
Parish Administrator

THUS DONE AND SIGNED on the ___ day of ________________, 2012, in Lake Charles, Parish of Calcasieu, Louisiana, after a due reading of the whole.

WITNESSES:

McNEESE STATE UNIVERSITY
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

October 23, 2012

Item H.6.  Nicholls State University’s request for approval to lease the Dr. J.J. Ayo Pool to Crawfish Aquatics, L.L.C. to provide for improvements.

EXECUTIVE SUMMARY

Nicholls State University requests approval to enter into a lease with Crawfish Aquatics, L.L.C., provide improved access to the students, faculty and staff, and provide for enhanced aquatic activities to the region and create additional exposure for the University. The lease contains the following conditions and obligations:

- The agreement has an effective date of January 1, 2013 through December 31, 2017 and may be extended in additional five- (5) year increments if mutually agreed upon in writing by the parties.

- The financial terms of the lease require Crawfish Aquatics to invest within the first two (2) years a minimum of $175,000 capital improvements to the facility. The improvements include, but are not limited to the installations of pool heating system, bulk head, and pool cover. Reconnecting natural gas lines, repair/replace pool operations mechanical system, as required and provide aquatic competition equipment.

- Lessee is responsible for all operational costs – utilities, chemicals, labor for lifeguards, garage, telephone and data services, etc. The University estimates a yearly savings to its operating budget in excess of $100,000.

- Students, faculty, and staff will have continued use of Ayo Pool.

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 approves the lease of the Dr. J.J. Ayo Pool to Crawfish Aquatics, L.L.C. to provide for improvements.

BE IT FURTHER RESOLVED, that the President of Nicholls State University is hereby designated and authorized to execute any and all documents necessary to execute said lease on behalf of the Board.
October 1, 2012

Mr. Robbie Robinson  
Interim Chief of Staff  
1201 North Third Street  
Suite 7-300  
Baton Rouge, LA 70802

Dear Mr. Robinson:

Nicholls State University requests consideration and approval of the enclosed items to be placed on the agenda for the October 23, 2012, meeting of the Board of Supervisors for the University of Louisiana System:

Request approval to lease the Dr. J. J. Ayo Pool to Crawfish Aquatics, L.L.C., and approval of a resolution authorizing Dr. Stephen T. Hulbert, President, to execute said lease on behalf of the Board

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
LEASE

The Board of Supervisors of The University of Louisiana System
on behalf of Nicholls State University to
Crawfish Aquatics, L. L. C.

WHEREAS this Lease (the "Lease") is made and entered into by and between The Board of Supervisors of the University of Louisiana System ("ULS") on behalf of Nicholls State University (hereinafter referred to as the "LESSOR"); and Crawfish Aquatics L.L.C., having its principal place of business at 10522 South Glenstone Place, Baton Rouge, LA 70810, (hereinafter referred to as the "LESSEE"); provides as follows:

WITNESSETH:

WHEREAS, in response to LESSOR’s Request for Proposal Number SB01609 (herein referred to as the “RFP”) to Lease Facilities for the Operation of the of Ayo Pool on the University Campus, Crawfish Aquatics, LLC has been selected as the LESSEE; and

WHEREAS, LESSOR’s pool provides facilities for aquatic activities for students, faculty and staff, and the LESSOR and LESSEE desire to provide improved access to the students, faculty and staff, and provide for enhanced aquatic activities to the region to and create additional exposure for the University; and

WHEREAS, The ULS Board of Supervisors hereby enters into this lease on behalf of LESSOR in accordance with the authority set forth in Louisiana Revised Statutes 17:3361, et seq., which require, in particular part, renovation and/or construction by LESSEE of improvements upon property owned by the LESSOR;

NOW, THEREFORE, in consideration of (1) LESSEE’s obligation to construct improvements upon the Leased Premises (as defined below), and (2) the mutual benefits accruing to the parties under this Lease, the parties do enter into this Lease on the following terms and conditions:

1. ENGAGEMENT OF LESSEE; TERM:

LESSEE shall lease from LESSOR certain property (defined herein below as the “Leased Premises”) and shall conduct aquatic activities on said Lease Premises in accordance with the provisions of this Lease. LESSEE shall provide access to the pool, free of charge, to University Faculty, Staff, and Students, and shall allow use of the pool, free of charge, to the University Continuing Education Department for aquatic exercise programs. LESSEE shall construct improvements to the Leased Premises as set forth herein and shall maintain said improvements in accordance with the standards required by this Lease. In accordance with the provisions of this Lease, LESSEE shall be obligated to furnish and install, as outlined in the response to the RFP, all leasehold improvements, movable equipment, trade fixtures, and signage necessary to fulfill its obligation to provide pool operations hereunder.

The term of this agreement shall commence on January 01, 2013 and shall terminate on December 31, 2017. Thereafter this Agreement may be extended in additional five (5) year increments if mutually agreed upon in writing by the parties. In accordance with the provisions of Louisiana Revised Statute 17:3361, the maximum length of the lease with any and all agreed upon extensions shall not exceed a period of ninety-nine (99) years from the date of inception of the initial lease.
2. **DEFINITIONS**

The following words and phrases when used in this Agreement or any amendment hereto, shall have the meaning given to them in this paragraph:

A. "**Lease**": This lease, and any properly executed amendment thereto the RFP, and the LESSEE’s response to the RFP shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings. In the event of any inconsistent provisions, the terms of the Lease (excluding the terms of the RFP and LESSEE’s response to the RFP) shall take precedence, followed by the provisions of the RFP and then by the terms of LESSEE’s Response to the RFP.

B. "**Ayo Pool Facility**": The areas, improvements, personal property and facilities made available by LESSOR to LESSEE for the provision of the Ayo Pool facility as more fully described in Paragraph 3.A below.

C. "**Proprietary Materials**": Those computer software programs, signage, marketing and promotional literature, and material, trademarks, service marks and logos owned by LESSEE or licensed to LESSEE by third parties.

3. **FACILITIES AND EQUIPMENT:**

A. **University Ayo Pool Facility**: LESSOR shall make available to LESSEE the Ayo Pool Facility located on Acadia Drive on the campus of Nicholls State University under this agreement. As such, the LESSEE will be responsible for providing adequate services to the facility including heat, refrigeration, sewage, water and utilities, garbage service, telephone service, data service, and video service as needed for the operation of Ayo Pool. LESSEE will be responsible to reimburse the University for all Utility Expenses (Electricity, Gas, Water, and Sewerage) based upon the utility cost per square for (for electricity), and actual cost for water, sewerage, and natural gas.

The University shall at all times have access to the Ayo Pool Facility and be able to conduct inspections of facilities as deemed in the best interests of the University.

The LESSEE is responsible for supplying all office equipment and furniture necessary for the operation of the Swimming Pool.

B. **Repair, Replacement and Maintenance**: LESSOR shall furnish general maintenance and repair of the Swimming Pool Office for HVAC, roof, drains within floor slab, plumbing maintenance and other related items commonly included within a lease of commercial property. The LESSEE shall be responsible for maintenance and repair of all pool pumps, heaters, sand filters, plumbing, and other mechanical equipment that operates the swimming pool located in the swimming pool mechanical building.

Disposition of any movable property previously owned by the LESSOR and used by the LESSEE must be handled pursuant to State regulations.

LESSOR shall be responsible for compliance with all Federal, State, and Local safety and health laws and regulations with respect to the Ayo Pool Facility; LESSEE shall be responsible for compliance with all applicable Federal, State and Local safety and health laws and regulations regarding the use of the Ayo Pool Facility.
The LESSEE is responsible to provide all chemicals for pool operations.

C. **Capital Investments:** The LESSEE commits a minimum of One Hundred Seventy Five Thousand and no/100 Dollars ($175,000.00) for renovations and improvements of the facilities leased. The capital improvements shall be considered the lease payment for the term of the agreement. Any capital improvements made in excess of $175,000 during the initial lease term shall be used as a credit towards lease payments on the available renewal terms of this contract, should renewal terms be exercised.

The capital improvements shall be completed within the first two (2) years of the contract. A minimum of Fifty Percent (50%) in Year One (1), and the remainder no later than Year Two (2). This investment shall be amortized on a straight line basis for the initial five (5) year term of the contract. Said improvements shall become property of the of the LESSOR and title shall pass free and clean of any obligations, excluding proprietary equipment and signage utilized by the LESSEE for operations, after the initial term is exhausted.

The capital investment of the LESSEE shall include at a minimum:

- Provision of a bulk-head that will shorten the pool’s current length of 51.5 meters to 50 meters — regulation size for competition purposes;
- Replacement of the Pool heating system;
- Repair or replacement of any and all pool operation mechanical systems;
- Re-connect the gas system to the pool heating system;
- Provide a cover for the pool;
- Provide equipment necessary for competitive swimming;
- Additional improvements to office space, updating furniture and electronics and installation of equipment for competitive swimming which may include the installation of an advanced timing system, starting blocks, touch pads, lane ropes and scoreboard.

Should the LESSOR cancel said contract for cause, or should the LESSEE cancel said contract without cause, the amortization shall not apply. Should the contract be canceled for any other reason, including termination for convenience, then the LESSOR shall require in its new RFP that the new LESSEE shall be responsible for the payment of the un-amortized portion of the capital improvement, or the LESSOR shall be responsible for the payment of the un-amortized portion of the capital improvement in the event the LESSOR decides to operate the pool facility itself.

Should the contract be renewed, any additional Capital Improvements contracted as a result of the renewal shall have the same amortization period and the same payment requirements for the un-amortized portion of the capital improvement.
4. **CLEANING RESPONSIBILITIES**

The LESSEE shall be responsible for janitorial services of the main pool building, the swimming pool, and swimming pool general area, to assure a clean, well maintained appearance of the leased premises, including the Shaver Gymnasium Locker Room the LESSEE will use. Cleaning of the Stopher Gym Locker Room shall be the responsibility of the LESSOR since this is a shared space. The LESSEE shall comply with all Health standards for pool and locker room facilities.

5. **PERSONNEL:**

A. The LESSEE agrees that, at all times, the employees of the contractor furnishing or performing services under the contract shall do so in a proper, workmanlike, and dignified manner. The LESSOR reserves the right to require the LESSEE to remove any employee employed under the Contract when the LESSOR deems it to be in the University's best interests. All life guards provided by the LESSEE shall be properly certified.

B. The LESSEE agrees that all persons working for or on behalf of the LESSEE whose ties bring them upon the LESSOR's premises shall obey all University policies, police security measures and vehicle regulations that are established by the University and shall comply with the reasonable directives of its University representatives and Police Officers.

C. The LESSEE agrees that all employees of the LESSEE shall register their motor vehicles with the University Police Department and that all employees will pay the current annual faculty/staff vehicle registration fee (Currently $50 per vehicle per year). During the term of the registration, the employee shall be responsible for the payment of all traffic and parking fines assessed against the registered vehicle. However, in the event the employee fails to pay all recorded fines prior to the termination or expiration of employment or the contract, the contractor will then become responsible for payment of all fines assessed against the employee.

D. The LESSEE shall be responsible for the acts of its agents and employees while on the LESSOR's premises. Accordingly, the LESSEE agrees to take all necessary measures to prevent injury and loss to persons or property located on the LESSOR's premises. The LESSEE shall be responsible for all damages to persons or property caused by the LESSEE or any of its agents or employees. The LESSEE shall promptly repair, to the specifications of the LESSOR's Physical Plant Operations Department, any damage that the LESSEE, its agents or employees, may cause to the LESSOR's premises or equipment.

E. The LESSOR shall not discriminate because of race, color, religion, sex, sexual orientation, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning employees of the LESSEE. The LESSEE affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal state, and local laws and regulations.

F. The LESSEE shall employ Nicholls State University students at the pool whenever reasonably possible.
6. LICENSES, PERMITS AND TAXES

LESSEE shall obtain all Federal, State and Local licenses and permits required to operate Ayo Pool, and shall be responsible for all sales, use, excise, state and local business, income taxes, inventory and Company owned property attributable to the operation of the Ayo Pool facility.

7. OPERATIONS:

A. The LESSOR and the LESSEE shall confer after final execution of the lease contract to establish the operating hours of the pool. Operating hours shall be established where exclusive and non-exclusive use periods mutually benefit the LESSOR and the LESSEE so that the LESSEE can achieve its purposes, and the LESSOR may provide pool access to the Faculty, Staff, Students, and the Continuing Education Department. Established operating hours shall be documented in writing and approved by the LESSOR and the LESSEE.

B. Operating hours may be altered during the term of the lease should the need arise due to the aquatic events that will be held by the LESSEE and require exclusive use of the pool facility. The LESSOR shall be notified of these events so that the exclusive use of the pool for the LESSEE’S aquatic activities may be known and disseminated to the University Faculty Staff, and Students. Operating hours may further be adjusted based on weather, and during the colder months to minimize heating expenses in periods of minimal demand. Any adjustments to the operating hours shall be reported to the LESSOR’S Contract Coordinator in writing. If needed, the LESSOR’S Contract Coordinator may request a revision of the adjusted hours which will be negotiated by the parties of this lease contract.

C. The pool facility may be periodically closed so that capital improvements may be achieved. The LESSEE shall notify the LESSOR’S Contract Coordinator so that the Faculty, Staff and Students may be notified of the closure.

D. Parking access for the LESSEE’S clientele and event participants shall be coordinated with the LESSOR’S Contract Coordinator and the University Police Department.

8. INSURANCE:

The LESSEE shall furnish the LESSOR with certificates of insurance effecting coverage(s) required by the RFP. 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 LESSOR before service or work commences. The LESSOR reserves the right to require complete certified copies of all required policies, at any time.

The LESSEE shall procure 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 LESSEE, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the LESSEE’S proposal.

The LESSEE, prior to commencing service or work, shall provide at its own expense, proof of the following insurance coverage required by the contract to the LESSOR in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for workers' compensation coverage only.
A. Workers' Compensation and Employers Liability: Workers' Compensation shall be in compliance with the Workers Compensation law of the State of the Proposer's Headquarters, or the Workers' Compensation limits as required by the Labor Code of the State of Louisiana, whichever is greater. Employers Liability shall be included with a minimum limit of $500,000 per accident/per person/per disease.

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the LESSEE for the LESSOR.

B. Comprehensive General Liability: $1,000,000 minimum limit per occurrence and a minimum general annual 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. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the LESSOR, its officers, officials, employees, boards and commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by the LESSEE, products and completed operations of the LESSEE, and premises occupied or used by the LESSEE.

C. Automobile Liability: $1,000,000 minimum combined single limit per occurrence The ISO form CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-part bodily injury and property damage liability.

The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

D. An Umbrella Policy may be used to meet minimum requirements.

In addition to the Certificate of Insurance, LESSOR shall submit the Declaration Page and the cancellation provision endorsement for each insurance policy. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the LESSOR.

Any deductibles or self-insured retentions must be declared to and approved by the LESSOR. At the option of the LESSOR, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LESSOR, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Subcontractor Insurance

The LESSEE shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the LESSEE.
9. **Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Nicholls and shall, upon request, be returned by Contractor to Nicholls, at Contractor’s expense, at termination or expiration of this contract.

10. **FORCE MAJEURE**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

11. **CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:**

   A. **Confidential Information:** LESSOR accepts and appreciates LESSEE’s request for preservation of certain aspects of its operating processes, programs, procedures and other related business activities and documents (i.e. policy and procedure manuals, technical manuals and computer programs). LESSOR will honor LESSEE’s request for confidentiality for those documents and related business practices, which are not subject to Louisiana Revised Statute 44:1 et seq., Public Records law.

   B. **Proprietary Materials:**

      LESSOR agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as “Proprietary Materials”), used by LESSEE on LESSOR’s campus in connection with the pool operations provided by LESSEE under this Lease, shall remain property of LESSEE. Upon termination of this Lease, all use of trademarks, service marks, and logos owned by the LESSEE or licensed to LESSEE by third parties shall be discontinued by LESSOR, and LESSOR shall immediately return to LESSEE all Proprietary Materials.

12. **NOTICE:**

Any notice required under the Lease shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notification to the LESSEE shall be to the last known address on file with the University, unless otherwise amended in the Lease.

Notification to the LESSEE shall be sent to:

Crawfish Aquatics  
Steven E. Ripple  
10522 South Glenstone Place  
Baton Rouge, LA 70810
Notification to the LESSOR shall be sent to:

University of Louisiana System
State Office Building, Third Floor
150 Third Street
Baton Rouge, LA 70801
Attn: System President

- and -

Nicholls State University
Terry G. Dupre
Director of Purchasing
P. O. Box 2052
Thibodaux, LA 70310

13. ENTIRE AGREEMENT AND AMENDMENTS:

This Lease, and any properly executed amendment thereto, the Request for Proposal (RFP) and the Proposer’s response shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

In the event of any inconsistent provisions, the Lease (excluding the terms of the RFP and LESSEE’s response) shall take precedence, followed by the provisions of the RFP and then by the terms of the LESSEE’s response to the RFP. If the Lease is silent on any provision, the terms of the RFP shall take precedence followed by the terms of LESSEE’s response to the RFP.

Obligations of the parties set forth in this Lease arising out of events occurring during the life of this Lease shall service the termination of this Lease.

The Terms of this Lease may not be changed, modified, or amended except in a writing signed by both parties.

14. WAIVER:

The failure of LESSEE or LESSOR to exercise any right or remedy available under this Lease upon the other party’s breach of the terms, representations, covenants, or conditions of this Lease or the failure to demand the prompt performance of any obligation under this Lease shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with subsequent breach or default on the part of the other party.

15. TERMINATION:

A. TERMINATION OF THIS AGREEMENT FOR CAUSE – LESSOR may terminate this agreement for cause based upon the failure of LESSEE to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that LESSOR shall give the LESSEE written notice specifying the LESSEE’S failure. If within thirty (30) days after receipt of such notice, the LESSEE shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then LESSOR may, at its option, place the LESSEE in default and the Agreement shall terminate on the date specified in such notice.
The LESSEE may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LESSOR to comply with the terms and conditions of this agreement, provided that the LESSEE shall give LESSOR written notice specifying LESSOR’S failure and a reasonable opportunity for LESSOR to cure the defect.

B. TERMINATION OF THIS AGREEMENT FOR CONVENIENCE

LESSOR may terminate this Agreement at any time by giving thirty (30) days written notice to LESSOR of such termination or negotiating with the Contractor an effective date.

C. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

16. EARLY TERMINATION:

Neither party may give notice of its intention to terminate during the first ninety (90) of operation under this Lease.

17. INDEMNIFICATION AGREEMENT (HOLD HARMLESS)

The LESSEE agrees to protect, defend, indemnify, save and hold harmless the LESSOR, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, 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 the Lessee, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Lessee as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the LESSOR, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. LESSEE agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

18. GOVERNING LAW

The Lease, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the Lease, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Lease or the validity or enforceability of the Lease.
19. PERFORMANCE AND PAYMENT BONDS:

In addition, the LESSOR shall require the LESSEE to furnish a Performance and Payment Bond in the amount of 50% of the LESSEE’s capital investment to cover all performance, Labor and materials associated with the construction of improvements of the areas covered under this Lease. Performance and Payment Bond shall be made payable to Nicholls State University.

The surety or insurance company furnishing the performance and payment guarantee shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of policyholders’ surplus as shown in the A. M. Best’s Key Rating Guide.

The bonds shall secure for the LESSOR the prompt and faithful performance of the LESSEE in strict accordance with the Lease.

20. SEVERABILITY

The presence in the text of this agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal, or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this agreement. The effect of any such holding shall be confined to the portion so held invalid.

21. ASSIGNMENT OF LEASE

This lease or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous content, in writing, or the LESSOR.

22. RESOLUTION OF CONFLICTS

Any dispute or conflict resulting from this agreement shall be resolved as per Louisiana Revised Statute 39:1673, 39:1681, 39:1685, & 39:1691.
STATE OF LOUISIANA
PARISH OF LAFOURCHE

THUS DONE AND SIGNED by NICHOLLS STATE UNIVERSITY in six originals this _____ day of
____________________, 2012 in the presence of the undersigned competent witnesses who have hereunto
signed their names with the parties hereto.

WITNESSES:                        NICHOLLS STATE UNIVERSITY
________________________________       By: ________________________________
                                       Dr. Stephen T. Hulbert
                                       President
                                       Nicholls State University

******************************************************************************

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

THUS DONE AND SIGNED by CRAWFISH AQUATICS, L.L.C. in six originals this _____ day of
____________________, 2012 in the presence of the undersigned competent witnesses who have hereunto
signed their names with the parties hereto.

WITNESSES:                        CRAWFISH AQUATICS L.L.C.
________________________________       By: ________________________________
                                       Name:
                                       Title:

******************************************************************************