BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
10:00 a.m., Tuesday, June 25, 2013**
Room 100, “Louisiana Purchase Room”
Claiborne Conference Center
1201 North Third Street
Baton Rouge, Louisiana

A. Call to Order

B. Roll Call

C. Invocation

D. Approval of April 24, 2013 Executive Committee minutes and April 30, 2013 Board Meeting minutes, and ratification of actions taken at April 30, 2013 Executive Committee meeting.

E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. Louisiana Tech University’s request for approval to revise the alignment of the Computer Information Systems Group from the Management Department to the School of Accountancy in the College of Business.

2. Nicholls State University’s request for approval of a Letter of Intent/Proposal for a new Post Baccalaureate Certificate in Applied Business to be housed in the College of Business.

3. Nicholls State University’s request for approval of Academic Structural Changes, including the following: (1) the petroleum services and safety technology programs now housed in the Department of Applied Sciences in the College of Arts and Sciences would be converted to full department status; and (2) for administrative and organizational purposes, this new department would be named the Department of Petroleum Engineering Technology and Safety Management and would be housed in the University College.

** Executive Session, pursuant to R.S. 42:6.1, may be required.
Persons wishing to make public comment on any item on the agenda should complete a Public Comment Card and register with the Assistant to the Board.
4. **Southeastern Louisiana University**’s request for approval of a Letter of Intent to establish a Bachelor of Science degree program in Health Management Systems.

5. **University of Louisiana at Lafayette**’s request for approval of a Proposal for a Master of Science degree program in Accounting.

6. Other Business

F. **REPORT OF ATHLETIC COMMITTEE**

1. **Northwestern State University**’s request for approval of an amendment to a contract with Mr. Thomas Lane Burroughs, Head Baseball Coach, effective June 25, 2013.

2. **Northwestern State University**’s request for approval of an amendment to a contract with Mr. Hugh Heresman, Co-Head Women’s Volleyball Coach, effective June 25, 2013.

3. **Northwestern State University**’s request for approval of an amendment to a contract with Mr. George Van Linder, Head Women’s Soccer Coach, effective June 25, 2013.

4. **Northwestern State University**’s request for approval of an amendment to a contract with Mr. Mike McConathy, Head Men’s Basketball Coach, effective June 25, 2013.

5. **Northwestern State University**’s request for approval of an amendment to a contract with Mr. Donald Pickett, Head Softball Coach, effective June 25, 2013.

6. **Northwestern State University**’s request for approval of an amendment to a contract with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective June 25, 2013.

7. **Northwestern State University**’s request for approval of an amendment to a contract with Mr. Jay Thomas, Head Football Coach, effective June 25, 2013.

8. **Southeastern Louisiana University**’s request for approval of a contract with Mr. Jason Hayes, Women’s Tennis Head Coach, effective June 1, 2013.

9. **Southeastern Louisiana University**’s request for approval of a contract with Ms. Lori Davis Jones, Women’s Basketball Head Coach, effective June 1, 2013.

10. **Southeastern Louisiana University**’s request for approval of a contract with Mr. Clyde Langlois, Women’s Softball Head Coach, effective June 1, 2013.
11. **University of Louisiana at Monroe**'s request for approval of a contract with Mr. Bryan Applewhite, Assistant Football Coach, effective July 1, 2013.

12. **University of Louisiana at Monroe**’s request for approval of a contract with Mr. Steve Farmer, Offensive Coordinator/Assistant Football Coach, effective July 1, 2013.

13. **University of Louisiana at Monroe**’s request for approval of a contract with Mr. Jerry McManus, Assistant Football Coach, effective July 1, 2013.

14. **University of Louisiana at Monroe**’s request for approval of a contract with Mr. Jason Nichols, Assistant Football Coach, effective July 1, 2013.

15. **University of Louisiana at Monroe**’s request for approval of a contract with Mr. Travis Niekamp, Assistant Football Coach, effective July 1, 2013.

16. **University of Louisiana at Monroe**’s request for approval of a contract with Mr. Mario Price, Assistant Football Coach, effective July 1, 2013.

17. **University of Louisiana at Monroe**’s request for approval of a contract with Mr. Troy Reffett, Defensive Coordinator/Assistant Football Coach, effective July 1, 2013.

18. **University of Louisiana at Monroe**’s request for approval of a contract with Mr. Everett Todd, Assistant Football Coach, effective July 1, 2013.

19. **University of Louisiana at Monroe**’s request for approval of a contract with Mr. Adam Waugh, Assistant Football Coach, effective July 1, 2013.

20. **University of Louisiana System**’s report of significant athletic activities for the period of April 13 to June 11, 2013.

21. Other Business

G. **REPORT OF AUDIT COMMITTEE**

1. **University of Louisiana System**’s request for approval of System Universities’ Fiscal Year 2013-14 Internal Audit Plans.

2. **University of Louisiana System**’s report on internal and external audits submitted for the period of April 13 to June 14, 2013.

3. Other Business
H. REPORT OF FACILITIES PLANNING COMMITTEE

1. Grambling State University’s request for preliminary approval for issuance of University of Louisiana System Revenue Bonds not exceeding $7,500,000 for the benefit of Grambling State University, authorizing the issuance of a Notice of Intention, making application to the State Bond Commission, and providing for other matters in connection therewith.

2. Louisiana Tech University’s request for approval to execute an amendment to the cooperative endeavor agreement and to execute a second conveyance and assignment, subject to review and approval of Board staff and counsel, that will transfer ownership of the third well and associated components to the City of Ruston.

3. McNeese State University’s request for approval to enter into a new Cooperative Endeavor/Intergovernmental Agreement with Calcasieu Parish Police Jury involving the Burton Memorial Coliseum Complex.

4. McNeese State University’s request for approval to enter into a ground lease with the McNeese State University Alumni Association to construct an outdoor pavilion at “the Grove” immediately adjacent to and south of the Alumni Center and to accept the donation of the pavilion from the Alumni Association upon the completion of construction.

5. Nicholls State University’s request for approval to name the culinary arts classroom building “Lanny D. Ledet Culinary Arts Building,” in memory of the late Lanny D. Ledet.

6. Nicholls State University’s request for approval to name the bistro dining area in the culinary arts classroom building “Bistro Ruth Fertel,” in memory of the late Ruth Fertel.

7. Nicholls State University’s request for approval to name Room 208, Gouaux Hall, The Marilyn Kilgen Laboratory of Biological Sciences.

8. Northwestern State University’s request to permit Tri Sigma to transfer their right to lease their old sorority home, located on Greek Hill, to Theta Chi Fraternity.

9. University of Louisiana at Monroe’s request for approval to lease 4407 Bon Aire Drive to the ULM Alumni Association.

10. Other Business
I. REPORT OF FINANCE COMMITTEE

1. Nicholls State University’s request for approval to change the Terrebonne General Medical Center Endowed Chair in Nursing into four super professorships: The Terrebonne General Medical Center Endowed Professorship (4) with each having a value of $250,000.

2. Northwestern State University’s request for approval of an Affiliation Agreement between Northwestern State University and the Demons Unlimited Foundation.

3. University of Louisiana System’s request for approval to authorize a Building Use Fee pursuant to House Bill 671 of the Regular Session of the 2013 Louisiana Legislature.

4. University of Louisiana System’s request for approval of payments made by nonprofit organizations to employees of the University of Louisiana System during Fiscal Year 2012 in accordance with provision of Louisiana Revised Statute (R.S.) 17:3390(F).

5. University of Louisiana System’s discussion of Fiscal Year 2012-13 third quarter financial reports and ongoing assurances.

6. Other Business

J. REPORT OF PERSONNEL COMMITTEE

1. Louisiana Tech University’s request for approval to appoint Dr. Stan A. Napper as Vice President for Research and Development effective July 1, 2013.

2. Louisiana Tech University’s request for approval to appoint Dr. Sheryl Shoemaker as Interim Dean of the Graduate School effective July 1, 2013.

3. Louisiana Tech University’s request for approval to appoint Dr. Hisham Hegab, Interim Dean of the College of Engineering and Science effective July 1, 2013.

4. Southeastern Louisiana University’s request for approval to appoint Dr. Shirley Jacob as Interim Dean of the College of Education effective June 3, 2013.

5. Southeastern Louisiana University’s request for approval to appoint Mr. Jay Artigues as Interim Director of Athletics effective June 7, 2013.

6. University of New Orleans’ request for approval to appoint Dr. Gregg Lassen as Vice President for Business Affairs effective July 1, 2013.
7. **University of New Orleans**’ request for approval to appoint Dr. Kenneth Sewell as Vice President for Research and Economic Development effective July 1, 2013.

8. **University of New Orleans**’ request for approval to appoint Dr. John A. Williams as Dean of the College of Business Administration effective July 1, 2013.

9. **University of New Orleans**’ request for approval to appoint Dr. Darrell Kruger as Dean of the College of Education and Human Development effective July 1, 2013.

10. **University of New Orleans**’ request for approval to appoint Dr. Kevin Graves as Interim Dean of the College of Liberal Arts effective August 1, 2013.

11. Other Business

**K. SYSTEM PRESIDENT’S BUSINESS**

1. Personnel Actions

2. System President’s Report

3. Nicholls State University’s Presentation

4. Appointment of Mr. Larry Howell as Interim President of Nicholls State University effective August 1, 2013.

5. Other Business

**L. BOARD CHAIR’S BUSINESS**

1. Board Chair’s Report

2. Executive Session, pursuant to R.S. 42:16, will be required to discuss the following litigation: *United States of America v. Lincoln Parish School Board, et al.*, United States District Court, Western District of Louisiana, Monroe Division No. 3:66-cv-12071.

3. Other Business

**M. Other Business**

**N. Adjournment**
Item H.1. Grambling State University’s request for preliminary approval for issuance of University of Louisiana System Revenue Bonds not exceeding $7,500,000 for the benefit of Grambling State University, authorizing the issuance of a Notice of Intention, making application to the State Bond Commission, and providing for other matters in connection therewith.

EXECUTIVE SUMMARY

Background: The Intramural Center Renovation and Expansion Project was originally included and approved in the Fiscal Year 12-13 Capital Outlay Request for $6 million to be funded through self-generated funds. That estimate was based on figures estimated in 2010. Since then GSU has completed the following steps toward the project. GSU hired an architect to do preliminary programming with the idea to get better cost estimates including material costs, architectural fees, and contingency costs. The project is now estimated to cost between $7 million and $7.5 million. GSU amended their estimate to address the increase in the Fiscal Year 13-14 Capital Outlay Budget, and they were approved for an additional $1.5 million.

The University is attempting to secure financing for this project through the Department of Education’s HBCU Capital Financing Program and is working with a bond attorney and a financial advisor to prepare application materials for the HBCU Loan as well as to provide assistance through the State’s approval process. These State approvals will be required for this project to move forward.

See attached business plan and Board Resolution.

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 for preliminary approval for issuance of University of Louisiana System Revenue Bonds not exceeding $7,500,000 for the benefit of Grambling State University, authorizing the issuance of a Notice of Intention, making application to the State Bond Commission, and providing for other matters in connection therewith.
BE IT FURTHER RESOLVED, that the University will return to the Board when the project’s details of the loan, financing, and draft leases are completed. At that time, all other information and documentation required for implementing the project shall be submitted to the Board of Supervisors for the University of Louisiana System for final approval.

BE IT FURTHER RESOLVED, that the Chair, Vice Chair, and President of the University or their designee are/is hereby designated and authorized to execute any and all documents necessary to execute said documents.

AND FURTHER, that UL System staff and legal counsel ensure that all related documents conform to statutory and administrative requirements.
MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM

SUBJECT: REQUEST TO SEEK APPROVAL FROM THE JOINT BOND COMMISSION REGARDING THE INTRAMURAL CENTER RENOVATION PROJECT

Grambling State University respectfully request preliminary approval for the issuance of not exceeding $7,500,000.00 of University of Louisiana System Revenue Bonds for the benefit of the university, authorizing the issuance of a Notice of Intention and for making application to the State Bond Commission for the Capital Outlay Project entitled “Intramural Center Renovation Project.”

Your favorable consideration of this request would be appreciated.

Sincerely,

Frank G. Pogue, Ph.D.
President

FGP:jj
Business Plan for Intramural Center Renovation & Expansion Project

Dr. Frank G. Pogue  
President

Mr. Leon Sanders  
Vice President of Finance & Administration
PROJECT JUSTIFICATION

Grambling State University is seeking to renovate and expand its current Intramural Center to include a natatorium, health center, expanded track, new weight room and additional amenities for its student body. GSU has been without a usable natatorium since 2007. Built in 1993, the 33,279 square feet Intramural facility has insufficient space and capacity for all of the desired student intramural activities. The building is a two story brick front and steel frame recreational building, located on the campus of Grambling State University. The exterior building consists of brick front wall, metal sides, and a metal roof.

The National Intramural-Recreational Sports Association states the severe impact of rising health care costs has created a new emphasis on prevention and holistic wellness. Colleges and universities have an opportunity to impact students, employees, and the surrounding community with wellness initiatives. Although some campuses have well established wellness programs to serve this need, wellness is an emerging service for many institutions.

The current conditions of the Intramural Center and the lack of a usable Natatorium do not allow Grambling State the opportunity to offer an holistic health and wellness program. For this reason, Grambling State University is requesting the permission to pursue a renovation project to its Intramural Center.

ABOUT GSU INTRAMURAL SPORTS DEPARTMENT

The Grambling State University, Recreation/Intramural Sports Department is designed for the purpose of providing the entire college community with the opportunity to participate in a variety of formal and informal activities. These activities encompass team sport, individual and dual sports, special event activities and competitive and noncompetitive activities. In addition to the obvious benefit of physical fitness, it is hoped that participants will also obtain from this program, improved skills, new and lifelong leisure time skills and social and ethical qualities. (Cooperation, trust, regard for others, etc.) The Recreation/Intramural Sports Department is housed in the GSU Intramural Center.

A high level of skill is not a prerequisite to participate in any activity offered by this department. Therefore, all eligible students, staff and faculty members are urged to take part in as many activities as time and interest might permit. It is felt that these objectives are consistent with the Grambling State University's Mission. The mission of Grambling State University's Department of Recreation/Intramural Sports is to organize, administer, and promote a broad diversified program of activities and services for students, faculty and staff of Grambling State University. In support of this mission, the department subscribes to the following program goals and objectives.

- To provide participation in a variety of recreational sports which satisfy the diverse needs of students, faculty, and staff, as well as, where appropriate, guests, alumni and public participants.
- To coordinate the use of campus sport facilities in cooperation with other user units, such as athletics, physical education, and student union.
- To provide extracurricular educational opportunities through participation in recreational sports and the provision of relevant leadership positions.
• To contribute positively to institutional relations through significant and high quality recreational sports programming.

• To cooperate with academic units, focusing on the development of a recreational sports curriculum and accompanying laboratory experiences.

• To provide unlimited numbers of students, faculty and staff with varied, voluntary, constructive and satisfying leisure time outlets from which to choose.

• To provide opportunities for physical, social and mental development through a varied program of structured and unstructured recreational activities.

• To provide an opportunity to develop total wellness through participation in various recreational activities.

• To provide an opportunity for individuals to develop positive sportsmanship and integrity with regard to rules, officials and opponents.

• To provide opportunity for every individual, regardless of skill level or physical capability, to enjoy the experience of voluntary participation.

• To enhance leadership capabilities, and to guide participants in shaping their social and ethical values.

• To provide opportunities for the development of positive attitudes toward recreational activity throughout life.
BUILDING COMPONENTS

The new Intramural Center complex will become a comprehensive health & wellness center for students, faculty and staff. The new facility will incorporate several components in order to offer users enhanced health and wellness services. The largest improvement to the current facility will be the addition of a new indoor swimming pool, creating a new natatorium.

In addition to a new indoor pool, the facility will also house the GSU Health Center. GSU also plans to add a Convenience/Juice Store on the interior of the facility to be managed under the current ARAMARK contract. Both of these additional activities and services will also financially contribute to renovation through annual debt service payments.
FINANCIAL MODEL

Student Fee

In 2011, the GSU student body voted to enact a $25.00 Intramural Center and Natatorium fee to be used towards the addition of a natatorium, Skate Park, and an expanded intramural Center. To date, GSU has collected approximately $400,000 in student fees towards the completion of this project. GSU estimates that with a fall enrollment of 4800 students per year, the institution will collect $272,500 annually through the collection of this student assessed fee.

The following chart exhibits the certified enrollment for Grambling State University since 2007.

<table>
<thead>
<tr>
<th></th>
<th>Undergraduate</th>
<th>Graduate</th>
<th>Total</th>
<th>Percent Undergraduate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2007</td>
<td>4,754</td>
<td>407</td>
<td>5,161</td>
<td>92.1%</td>
</tr>
<tr>
<td>Fall 2008</td>
<td>4,804</td>
<td>449</td>
<td>5,253</td>
<td>91.5%</td>
</tr>
<tr>
<td>Fall 2009</td>
<td>4,538</td>
<td>454</td>
<td>4,992</td>
<td>90.9%</td>
</tr>
<tr>
<td>Fall 2010</td>
<td>4,405</td>
<td>589</td>
<td>4,994</td>
<td>88.2%</td>
</tr>
<tr>
<td>Fall 2011</td>
<td>4,460</td>
<td>741</td>
<td>5,207</td>
<td>85.6%</td>
</tr>
</tbody>
</table>

Source: Statewide Student Profile System

This trend shows an average fall enrollment at GSU of 5,121 over the past 5 years. Considering increased admissions standards beginning in 2014, for this project GSU has estimated conservative enrollment forecasts of 4800 students for the fall of each year of the loan duration. GSU also has estimated a 4% reduction in spring enrollment for each year (4600 students).

Construction Costs

The estimated construction cost to complete the proposed renovation is approximately $7,000,000. Attached is Appendix A which shows a comprehensive breakdown of construction costs for this renovation project. The construction estimates were completed by Newman Marchive Carlisle Incorporated. This architecture firm recently completed a similar renovation at Centenary College’s Fitness Center & Natatorium in Shreveport, Louisiana. NMC Inc. also designed the Fredrick C. Hobdy Assembly Center at Grambling State University. Newman Marchive Carlisle Incorporated was hired by GSU to provide a detailed cost estimate/budget for the project.

Financing

GSU is attempting to secure financing for this project through the Department of Education’s HBCU Capital Financing Program. Enacted in 1994 to recognize the prominent role of HBCUs in American history, the Capital Financing Program addresses HBCUs’ widespread need for capital improvements and general lack of access to traditional funding sources. The Program was authorized under Title III, Part D of the Higher Education Act of 1965 The Historically Black College and University (HBCU) Capital Financing, as amended (HEA) (20 U.S.C. 1066 et seq.).
Under this program, the U.S. Department of Education provides financial insurance to guarantee up to $1,100,000,000 in loans and accrued interest to qualifying HBCUs for specified kinds of capital projects. To date, all bonds issued have been purchased by the Federal Financing Bank of the U.S. Treasury.

Rice Capital Access Program, as the Designated Bonding Authority for the U.S. Department of Education, works with schools to qualify projects and determine if the school has the necessary credit standing to qualify for a loan. To issue bonds, GSU would need to secure an issuer; most likely seek credit enhancements from the private sector, and ultimately find investors. With the HBCU Capital Financing Program, Rice is the issuer. All principal and interest is guaranteed to be repaid by the U.S. Department of Education, and the sole investor is the U.S. Treasury. The loan interest rate is typically 50 to 60 basis points over the corresponding 10-year Treasury security yield and is tailored to the project’s anticipated useful life. As of June 13, 2013, the 10-year Treasury security yield was 2.19%. Once the loan is closed, the interest rate is fixed and no adjustments can be made throughout the life of the loan. Therefore, if GSU closed today the estimated interest rate would be approximately 2.8%. For this analysis, GSU used a conservative fixed rate of 3.5% over a 30-year period. According to a financial advisor, who has worked with HBCU loans extensively, debt payments are normally due monthly although payment schedules are subject to negotiation. Appendix B details the breakdown of the anticipated loan amortization schedule. Pending the approval of all State entities, GSU could close on a loan with the HBCU Capital Financing Program by December 2013.

**Debt Payment**

According to the financial advisor working with Grambling State, the HBCU Capital Financing Program will require that GSU pay a debt service reserve due at the time of closing. In order to meet this requirement, Grambling State will need to pay an amount equal to one year of debt service into reserve. For a $7MM loan at 3.5% annual interest rate, GSU would owe a debt service reserve of $381,000 due at closing. GSU will have a collected balance from student fees of $559,397 at the time of closing. The university will implement the following method to collect adequate funds to fulfill the additional annual debt service payments (outlined in Appendix B).

**Note:** GSU will leave a balance (reserve) in the collections account annually to handle any declines in enrollment or collected fees. It is important to note that source of these funds are from Auxiliary Enterprises. At no time does GSU anticipate using operating or state appropriated funds for the use on debt service payments regarding this project.

Appendix C illustrates that GSU will collect a total of $272,500 annually from the aforementioned student (self) assessed fee. The balance of the debt service payments will be fulfilled by charging the Health Center and (ARAMARK) Food Service functions with a portion of the debt service. GSU will use $95,000 from the Food Service Function and $15,000 from the Health Center Function annually to fulfill the total debt service. The table below shows activity in the GSU Food Service Account over the past 3 fiscal years.
Consequently, GSU would collect a total of $382,500/annually to cover the debt service payment of $381,000 (please see Appendix D for a full breakdown of collection and loan payments using this method). The following calculation illustrates how the collection of funds will be designated to each function on an annual basis.

**Intramural Center Renovation and Expansion Annual Debt Service Contribution**

<table>
<thead>
<tr>
<th>Function/Fee</th>
<th>Annual Amount</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Self Assessed Fee</td>
<td>$272,500.00</td>
<td>71%</td>
</tr>
<tr>
<td>Food Service</td>
<td>$95,000.00</td>
<td>25%</td>
</tr>
<tr>
<td>Health Center</td>
<td>$15,000.00</td>
<td>4%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$382,500.00</td>
<td></td>
</tr>
</tbody>
</table>
Appendix A: Construction Costs
## Preliminary Design Estimate

### General Notes

This preliminary estimate of construction cost represents the architect's judgment as a design professional. It is recognized that the architect does not have control over the cost of labor, materials, or equipment or of contractor's bidding, inflation or market conditions. Accordingly, the architect cannot and does not warrant or represent that bids will not vary from this estimate and in fact, the architect states that bids will vary from this estimate.

### Units Cost/Unit Cost Priority Remarks Acceptance Priority Subtotal

<table>
<thead>
<tr>
<th>Item</th>
<th>Units</th>
<th>Cost/Unit</th>
<th>Cost</th>
<th>Priority Remarks</th>
<th>Acceptance Priority</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Priority No. 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Work</td>
<td>3844</td>
<td>171.72</td>
<td>657,694.88</td>
<td>2,300,508.24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add/Remodel Shovels</td>
<td>1</td>
<td>105,400.00</td>
<td>105,400.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pool Equipment</td>
<td>1.00</td>
<td>100,000.00</td>
<td>100,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retaining Wall of Clay</td>
<td>1.00</td>
<td>609,000.00</td>
<td>609,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delineation of Existing Grade</td>
<td>1.00</td>
<td>4,595.00</td>
<td>4,595.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delineation of Existing Topography</td>
<td>1.00</td>
<td>83,000.00</td>
<td>83,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Treatment System</td>
<td>0.00</td>
<td>230,000.00</td>
<td>230,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscape Design</td>
<td>1.00</td>
<td>45,000.00</td>
<td>45,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Sidewalks</td>
<td>0.50</td>
<td>115,000.00</td>
<td>57,500.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outdoor Blue Rooms</td>
<td>1.00</td>
<td>171,000.00</td>
<td>171,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,304,459.24</td>
</tr>
<tr>
<td><strong>Priority No. 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Entrance</td>
<td>2000</td>
<td>95.00</td>
<td>190,000.00</td>
<td>2,590,550.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Including Exterior Design</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry Way/Exterior Design</td>
<td>2000</td>
<td>75.00</td>
<td>150,000.00</td>
<td>2,740,600.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exterior of Building</td>
<td>3.00</td>
<td>75.00</td>
<td>225,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,730,605.24</td>
</tr>
<tr>
<td><strong>Priority No. 3</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fitness Center</td>
<td>15716</td>
<td>120.00</td>
<td>1,885,912.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Includes Weight Ren.</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Includes Exterior Design</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,730,605.24</td>
</tr>
<tr>
<td><strong>Priority No. 4</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction of Baseline Courts</td>
<td>1089</td>
<td>18.00</td>
<td>19,606.00</td>
<td>2,945,691.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Includes Refinishing Floor, Painting</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3,000.00</td>
<td>9,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,945,691.00</td>
</tr>
<tr>
<td><strong>Priority No. 5</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction of New Bathrooms</td>
<td>1</td>
<td>120,000.00</td>
<td>120,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,065,691.00</td>
</tr>
<tr>
<td><strong>Priority No. 6</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Center</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,065,691.00</td>
</tr>
<tr>
<td><strong>Priority No. 7</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Land (Park)</td>
<td>8,514</td>
<td>10.00</td>
<td>85,140.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>85,140.00</td>
</tr>
<tr>
<td><strong>Priority No. 8</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping, Misc.</td>
<td>10316</td>
<td>2.00</td>
<td>20,632.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>30,000.00</td>
</tr>
<tr>
<td><strong>Priority No. 9</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Streets</td>
<td>2</td>
<td>50,000.00</td>
<td>100,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100,000.00</td>
</tr>
<tr>
<td><strong>Priority No. 10</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Lot</td>
<td>3700</td>
<td>259,024.00</td>
<td>259,024.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>259,024.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,859,618.03</td>
</tr>
</tbody>
</table>

Note: All bids are to be submitted under the conditions set forth in this estimate.
Appendix B: Loan Amortization Schedule
($7MM @ 3.5%)
Appendix C: Student Collection Schedule ($25.00/student)
Appendix D: Combined Loan and Collection Schedule
($25.00/student + Food Services + Health Center)

RESOLUTION

A resolution giving preliminary approval for the issuance of not exceeding $7,500,000 of University of Louisiana System Revenue Bonds for the benefit of Grambling State University, authorizing the issuance of a Notice of Intention, making application to the State Bond Commission, and providing for other matters in connection therewith.

WHEREAS, Grambling State University (the "University") is a part of the University of Louisiana System (the "System"); and

WHEREAS, Section 3351(A)(4) of Title 17 of the Louisiana Revised Statutes of 1950, as amended (L.A. R.S. 17:3351(A)(4)), Chapters 13 and 13A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and Article VIII, Section 6(c) of the Constitution of the State of Louisiana of 1974 (the "Constitution" and, together with the cited authority, the "Act"), and other constitutional and statutory authority, authorize the Board of Supervisors (the "Board") of the System to borrow money and to issue bonds and pledge revenues to guarantee payment thereof in accordance with law and with the approval of the State Bond Commission; and

WHEREAS, the System, on behalf of the University, desires to demolish certain existing buildings and renovate, construct, expand and equip the Intramural Center of the University (the "Project") through the issuance of not exceeding $7,500,000 of Revenue Bonds; and

WHEREAS, the University is expecting to participate in a loan program for Historically Black Colleges and Universities, which loan program results in below-market interest rates; and

WHEREAS, the Board of Supervisors (the "Board") of the System, by this resolution, desires to provide for certain general matters relating to the Bonds and the issuance thereof, it being the intent of the Board that the further details of the Bonds will be set forth in a future resolution of the Board; and

WHEREAS, the Bonds shall be payable solely from and secured by a pledge of intramural student fees which the University began collecting in the Fall of 2012 and such other security as may be described in the future in a subsequent resolution; and

WHEREAS, the Board desires to authorize the publication of a Notice of Intention to issue the bonds, as provided in the Constitution;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the University of Louisiana System does hereby approve request for preliminary approval for issuance of not exceeding $7,500,000 of University of Louisiana System Revenue Bonds for the benefit of Grambling State University, authorizing the issuance of a Notice of Intention, making application to the State Bond Commission, and providing for other matters in connection therewith.
BE IT FURTHER RESOLVED, that the University will return to the Board when the Project's details of the loan, financing and draft documents are completed. At that time, all other information and documentation required for implementing the Project shall be submitted to the Board of Supervisors for final approval.

AND FURTHER, that the System staff and legal counsel ensure that all related documents conform to statutory and administrative requirements.

SECTION 1. The Board hereby grants preliminary approval to the issuance of taxable or tax-exempt revenue bonds, notes or other evidences of indebtedness for the benefit of Grambling State University, in an aggregate principal amount of not to exceed $7,500,000 (the "Bonds"), at a fixed rate not to exceed 25 years from the date thereof, bearing interest at the rate of not exceeding 4% per annum, for the purpose of demolishing, renovating, constructing, expanding and equipping the Project, funding a reserve fund and paying the costs of issuance of the bonds. The Bonds shall be secured solely by intramural student fees of the University and such other security as may be described in the future.

SECTION 2. The officers of this Board are authorized and empowered to take any and all further action and to sign any and all documents, instruments and writings as may be necessary to carry out the purposes of this resolution and to file, on behalf of the Board with any governmental board or entity having jurisdiction over the Project, such applications or requests for approval thereof as may be required by law.

SECTION 3. Application be and the same is hereby made to the State Bond Commission, Baton Rouge, Louisiana, for approval of the issuance and sale of the Bonds.

SECTION 4. It is recognized, found and determined that a real necessity exists for the employment of bond counsel in connection with the issuance of the Bonds and, accordingly, Foley & Judell, L.L.P., Bond Counsel, New Orleans, Louisiana, are hereby employed as Bond Counsel to the Board to do and to perform legal work with respect to the issuance and sale of the Bonds. Bond Counsel shall (i) prepare and submit to the System for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of the Bonds, (ii) counsel and advise the Authority with respect to the issuance and sale of the Bonds and (iii) furnish their opinion covering the legality of the issuance thereof. The fee to be paid Bond Counsel for each series of said Bonds shall be an amount based on the Attorney General's then current Bond Counsel Fee Schedule and other guidelines for comprehensive, legal and coordinate professional work in the issuance of revenue bonds applied to the actual aggregate principal amount issued, sold, delivered and paid for at the time Bonds of each series are delivered, together with reimbursement of out-of-pocket expenses incurred and advanced in connection with the issuance of the Bonds, said fee to be payable out of Bond proceeds or other funds provided by the System or the University, subject to the Attorney General's written approval of said employment and fee to be paid with Bond proceeds as required by the Act.

SECTION 5. By virtue of the Board's application for, acceptance and utilization of the benefits of the State Bond Commission=s approval requested herein, the System understands and
agrees that such approval is expressly conditioned upon, and further understands, agrees and binds itself, its successors and assigns, to full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products, Hedges, Etc.," adopted by the Commission on July 20, 2006, as to the borrowing and other matters subject to the approval, including subsequent application and approval under said Policy of the implementation or use of any swaps or other products or enhancements covered thereby.

SECTION 6. This resolution is a declaration of official intent of the System to issue revenue bonds for the benefit of the University in accordance with the laws of the Louisiana and an affirmation of the System's declaration of intent in accordance with United States Treasury Regulations, Section 1.150-2. The Board reasonably expects that it will reimburse itself in the amount of not to exceed $1,000,000 for Project expenditures made prior to the issuance of the Bonds.

SECTION 7. The _________ and the _________ of the System and _____________ of the University, or any one of them and their designees, are hereby authorized to execute all documents, and to do all things necessary, on the advice of Bond Counsel and the Board, to effectuate and implement this resolution.

SECTION 8. The form of Notice of Intention in substantially the form attached hereto as Exhibit A is hereby approved.
EXHIBIT A

NOTICE OF INTENTION TO ISSUE BONDS

NOT EXCEEDING $7,500,000
BOARD OF SUPERVISORS OF LOUISIANA OF LOUISIANA SYSTEM
REVENUE BONDS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the University of Louisiana System (the "Issuer"), on behalf of Grambling State University (the AUniversity®), intends to issue bonds, notes, or other evidence of indebtedness (the "Bonds") pursuant to an indenture, a loan agreement and/or such other document required by the Historically Black University and Colleges program (the "HBCU Document"), and the resolution adopted by the Issuer on __________, 2013 (the AResolutions®), pursuant Article 7, Section 6 (C) of the Louisiana Constitution of 1974, as amended, and La. R. S. 17:3351(A)(4). The Bonds and the loan shall be payable solely from the pledged revenues of the Issuer, which includes, among other things, all receipts, revenues, interest, rents, fees, charges and other moneys derived from the use of the University’s intramural center which is being expanded and renovated with the proceeds of the Bonds.

The Bonds and the HBCU Document are special, limited obligations of the Issuer payable solely as to principal and interest from the revenues of the Issuer. The full faith and credit of the State is not pledged to the repayment of the Bonds in any manner.

The Bonds shall be in fully registered form and shall be dated as of the date of delivery thereof. The Bonds will mature not more than 25 years from their date of issuance, and bear interest at a rate not to exceed 4% per annum.

The Bonds will be issued to provide funds to demolish certain existing buildings and renovate, construct, expand and equip the University’s intramural center, fund a reserve fund, and the costs of issuance thereof.

Within thirty (30) days after publication of this Notice of Intention to Issue Bonds, any person in interest may contest the legality of the Resolution, any provision of the Bonds, the provisions securing the Bonds, and the validity of all other provisions and proceedings relating to the authorization and issuance of the Bonds. However, if pursuant to La. R. S. 13:5121 et seq., a suit has been filed and finally adjudicated and a permanent injunction has been issued pursuant to La. R. S. 13:5129, then no person may institute any action or proceeding contesting the validity of the Bonds, the Resolution, or any other matter adjudicated or which might have been called in question in such proceedings. If no action or proceeding is instituted within the thirty (30) day period set forth above, or if the validity of the Bonds has been finally adjudicated and a permanent injunction has been issued, then no person may contest the validity of the Bonds, the provisions of the Resolution, the security of the Bonds, or the validity of the or any other provisions or proceedings relating to the authorization and issuance of the Bonds, and the Bonds shall be
presumed conclusively to be legal. Thereafter, no court shall have authority to inquire into such matters.

Draft copies of the resolution are available for inspection at the offices of the University of Louisiana System located at 1201 North Third Street, Suite 7-300, Baton Rouge, Louisiana 70802.

BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM
CERTIFICATE

I, the undersigned __________ of the Board of Supervisors of the University of Louisiana System, hereby certify that the foregoing is a true and exact copy of the documents adopted by the Board of Supervisors at its meeting on June 25, 2013, at which meeting more than a quorum was present and voted.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of said Board of Supervisors on this ______ day of June, 2013.

__________________________
Title:
Board of Supervisors of the
University of Louisiana System
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

June 25, 2013

Item H.2. Louisiana Tech University’s request for approval to execute an amendment to the cooperative endeavor agreement and to execute a second conveyance and assignment, subject to review and approval of Board staff and counsel, that will transfer ownership of the third well and associated components to the City of Ruston.

EXECUTIVE SUMMARY

The Board, at its August 28, 2009, meeting approved the University’s request to proceed with negotiations to develop a cooperative endeavor agreement with the City of Ruston to transfer ownership and maintenance responsibility for portions of the University’s existing water distribution system into the City of Ruston water distribution system.

Louisiana Tech now requests permission to execute an amendment to the cooperative endeavor agreement and to execute a second conveyance and assignment, subject to review and approval of Board and staff and counsel that will transfer ownership of the third well and associated components to the City of Ruston. The conveyance and assignment agreement will include necessary maintenance servitude. See attachment.

RECOMMENDATION

The staff recommends approval of this item and adoption of the following resolution:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request to execute an amendment to the cooperative endeavor agreement and to execute a second conveyance and assignment, subject to review and approval of Board staff and counsel, that will transfer ownership of the third well and associated components to the City of Ruston.

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University is hereby designated and authorized to execute any and all documents necessary to execute said cooperative endeavor and related documents.
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.

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:

In 2001 Louisiana Tech University began a comprehensive review of potable water systems on campus to ensure an adequate water supply and a reliable distribution system. This review culminated with a decision for the University to cease operation of a water supply and distribution system including one elevated tank and three water wells. Phase one of a Capital Outlay process to demolish the elevated tank, construct an irrigation pond and to connect the existing potable water distribution system to the City of Ruston was funded and completed in January of 2010. In December of 2010 a Cooperative Endeavor Agreement to merge two of the three water wells into the City of Ruston water distribution system was executed. At the same time a Conveyance and Assignment agreement was executed to transfer water system components and two of the three water wells to the City of Ruston.

Design has begun on the second phase of the Capital Outlay project to connect each facility to the City system and install necessary water lines and meters for this service. The University and City believe the time is appropriate to transfer the third well to the City of Ruston.

Louisiana Tech requests permission to execute an amendment to the cooperative endeavor agreement and to execute a second conveyance and assignment, subject to review and approval of Board staff and counsel, that will transfer ownership of the third well and associated components to the City. The conveyance and assignment agreement will include necessary maintenance servitude.

Sincerely,

[Signature]

Daniel D. Reneau
President
STATE OF LOUISIANA
FIRST AMENDED
COOPERATIVE ENDEAVOR AGREEMENT

This First Amended Cooperative Endeavor Agreement (the “First Amended CEA”) is entered into by and between The City of Ruston (the “City”) and the Board of Supervisors of the University of Louisiana System (the “Board”).

Whereas, the City and the Board executed a Cooperative Endeavor Agreement (the “Original CEA”) which provided for the merging of Louisiana Tech University (the “University”) owned water wells into the City of Ruston Water Distribution System, and which was executed on December 15, 2010 and filed in the Office of the Clerk of Court, Lincoln Parish, Louisiana, in COB 1294 Page 623, on January 6, 2011 and also identified by State of Louisiana with OCR Tracking Numbers: 625-100222 and 698105.

Whereas, as provided in the Original CEA two of the three University owned water wells were merged into the City of Ruston Water Distribution System and the City assumed ownership and operation and maintenance responsibilities for said water wells and the University ceased operation of a water system and became a water customer of the City.

Whereas, the benefits resulting from this First Amended CEA include the benefit to the University of avoiding the expense of maintaining the third University water well (“Water Well No. 3”), and the costs of future decommissioning, and the benefit to the City of gaining the remaining useful life of Water Well No. 3. The value of Water Well No. 3 and associated equipment to the University is estimated to be equal to the recurring maintenance expense and the cost of future decommissioning to the University.

NOW, therefore, for valuable consideration, the parties agree as follows:

1. City hereby agrees to do the following:

   a. Following request by the University and approval of the City, the City agrees to allow for water produced by Water Well No. 3 to be diverted for use by the University in the University landscape irrigation system in the event that the irrigation pond become non-operational for an extended period of time. This use shall not exceed ninety (90) days without the express consent of the City.

   b. In the event that Water Well No. 3 is out of service for scheduled maintenance, or is non-operational for reasons beyond the reasonable control of the City, the City agrees to provide water from the City potable water system for use by the University in the University landscape irrigation system.

2. University hereby agrees to do the following:

   a. In the event of the occurrence of the situation referred to in 1.a. above, University agrees to reimburse the City for all electricity consumed to pump said water, and agrees to reimburse the City for the normal cost of operation and maintenance for any period exceeding thirty (30) days.

   b. In the event of the occurrence of the situation referred to in 1.b. above, University agrees to reimburse the City for all water consumed at the billing rate established for potable water supply.

3. Except as specifically amended herein, all other terms of the Original CEA remain unchanged.

THUS DONE AND SIGNED AT Ruston, Louisiana as of this day of ________________________, 2013.
WITNESSES SIGNATURES:                              LOUISIANA TECH UNIVERSITY:

__________________________________________  By: ____________________________________________

__________________________________________  Title: ____________________________________________

THUS DONE AND SIGNED AT Ruston, Louisiana as of this day of ____________________________,
2013.

WITNESSES SIGNATURES:                              CITY OF RUSTON:

__________________________________________  By: ____________________________________________

__________________________________________  Title: ____________________________________________
CONVEYANCE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that this Conveyance and Assignment (this “Assignment” or “Agreement”) is entered into by and between

UNIVERSITY OF LOUISIANA SYSTEM with and on behalf of Louisiana Tech University, whose address is Post Office Box 3151, Ruston, Louisiana, 71272 (“Grantor” or “University”); and

CITY OF RUSTON, LOUISIANA, whose address is 401 North Trenton Street, Ruston, Louisiana, 71270 (“Grantee” or “City”).

WHEREAS, pursuant to a First Amended Cooperative Endeavor Agreement (the “First Amended CEA”) between the University and the City dated ______________, 2013, the University and the City have respectively agreed to furnish specified services and/or property to the other.

NOW, THEREFORE, pursuant to the provisions of the First Amended CEA, and the respective mutual benefit to the University and the City, for the consideration of the sum of One Hundred and 00/100 ($100.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor and Grantee agree as follows:

1. Grantor does hereby convey, assign, transfer, sell and deliver unto Grantee, its successors and assigns, all of Grantor’s right, title and interest in and to the following property:
1.1 University Water Well No. 3 ("Water Well No. 3"), commonly known as the Soft Ball Field Well (Long: 92° 39' 21.894"W/Lat: 32° 31' 47.645"N, DOTD No. 061-61) located in the vicinity West of and adjacent to the Louisiana Tech Softball Field and Complex on Alabama Avenue, as shown on attached Right-of-Way Map of the City of Ruston’s Existing Water Main and Water Well Servitudes Crossing Through the Grounds of Louisiana Tech University Within Athletic Field Grounds, Drawing Sheet 1 of 1 (the "Well Site Drawing").

1.2 A right of way, servitude and easement for the access, operation, maintenance, repair and/or replacement of Water Well No. 3 as shown on the attached Well Site Drawing.

1.3 All water distribution lines and related appurtenances and facilities, including valves, flanges, pipes and other items located on the distribution side of all City water meter, including, without limitation, meter and meter box, which are located within the rights of way, servitudes and easements shown on the attached Well Site Drawing.

1.4 All rights of way, servitudes and easements for the operation, maintenance, repair and replacement of all water lines on the distribution side of the City water meter, including, without limitation, meter and meter box, which connects the water well to the Louisiana Tech University landscape irrigation piping.

1.5 The right of ingress and egress across the property of the University to Water Well No. 3, all distribution lines, rights of way and all other property and/or rights referred to 1.1 through 1.4 above.
2. The parties hereto agree to take any further action and execute, acknowledge and deliver any further documents that may be reasonably necessary or useful in confirming the conveyance of the rights referred to herein or carrying out the purposes of this Agreement.

3. This Agreement shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

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

5. This instrument may be executed in counterparts, and individual signature pages may be attached to one document which shall be considered as one instrument.

(SIGNATURE PAGES FOLLOW)
IN WITNESS WHEREOF, this Assignment has been executed on the _____ day of ______________, 2013.

WITNESSES:

__________________________________________________________

Print Name

__________________________________________________________

Print Name

UNIVERSITY OF LOUISIANA SYSTEM

By:  ____________________________
IN WITNESS WHEREOF, this Assignment has been executed on the _____ day of ______________________, 2013.

WITNESSES:

____________________________________

____________________________________

Print Name

____________________________________

Print Name

CITY OF RUSTON, LOUISIANA

By: ________________

Dan Hollingsworth
Mayor

LTU.City.Convey Assignment/KR/City
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

June 25, 2013

Item H.3. McNeese State University’s request for approval to enter into a new Cooperative Endeavor/Intergovernmental Agreement with the Calcasieu Parish Police Jury involving the Burton Memorial Coliseum Complex.

EXECUTIVE SUMMARY

The University has leased and managed the Burton Memorial Coliseum Complex since an original agreement was approved by the Board of Trustees for State Colleges and Universities in 1982. Primarily, the operations of the coliseum are funded by a one and half mill ad valorem tax assessed and collected by the Calcasieu Parish Jury and by revenues generated by the coliseum complex. The University has historically used the coliseum at very little cost to the institution.

Under the current agreement, McNeese manages, operates, and uses the Burton Coliseum Complex for basketball games and practices, commencement exercises, rodeo team activities, and other University activities. This agreement is scheduled to expire on December 31, 2013.

On April 25, 2013, the Calcasieu Parish Police Jury provided McNeese with written notice that it would like to terminate the current cooperative endeavor agreement effective June 28, 2013. Paragraph 12 of the agreement allows early termination with 60-day notice by either party. The Police Jury intends to begin managing and operating the Burton Coliseum on its own.

The Calcasieu Parish Police Jury has proposed a new cooperative endeavor/intergovernmental agreement in which McNeese would no longer manage the facility but would be allowed the same use privileges as under previous agreements and at no cost for University activities. The primary term of the new agreement is from June 28, 2013 to December 31, 2018, with one (1) additional five- (5-) year term from January 1, 2019 to December 31, 2023, with mutual consent of the parties.

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 McNeese State University’s request for approval to enter into a new Cooperative Endeavor/Intergovernmental Agreement with the Calcasieu Parish Police Jury involving the Burton Memorial Coliseum Complex.
BE IT FURTHER RESOLVED, that McNeese State 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 McNeese State 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 McNeese State University.

AND FURTHER, that McNeese State University will provide the System office with copies of all final executed documents for Board files.
June 6 2013

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

Dear Dr. Woodley:

Enclosed are five (5) copies of McNeese State University’s request for approval to enter into a new Cooperative Endeavor/Intergovernmental Agreement with Calcasieu Parish Police Jury. Please place this item on the ULS Board agenda for consideration and approval at the June 25, 2013 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
STATE OF LOUISIANA
PARISH OF CALCASIEU

COOPERATIVE ENDEAVOR/INTERGOVERNMENTAL AGREEMENT

This Cooperative Endeavor/Intergovernmental Agreement (Agreement) is hereby made
and entered into this _____ day of __________ 2013, by and between the CALCASIEU
PARISH POLICE JURY, hereinafter referred to as "POLICE JURY," a political subdivision of the
State of Louisiana, represented herein by its duly authorized President, Shannon Spell and the
Board of Supervisors for the University of Louisiana System on behalf of MCNEESE State
University represented herein by Dr. Philip C. Williams, President of MCNEESE State
University, hereinafter referred to as "MCNEESE."

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana
provides that "for a public purpose, the state and its political subdivisions or political
corporations may engage in cooperative endeavors with each other, with the United States or its
agencies, or with any public or private association, corporation, or individual," and

WHEREAS, the POLICE JURY has a legal obligation to properly maintain the Burton
Memorial Coliseum Complex, located at 7001 Gulf Highway, Lake Charles, LA 70607 initially
obtained for the benefit of the citizens of Calcasieu Parish, and

WHEREAS, the parties hereto deem it to be a public purpose to effectively utilize the
Burton Memorial Coliseum Complex, to be used by the citizens of Calcasieu Parish and the
State of Louisiana and students of the Calcasieu Parish School System and MCNEESE State
University for educational activities such as science fairs, social studies fairs, graduations,
agricultural displays and seminars, livestock expositions such as the Parish, District, and State
Livestock Shows, Future Farmer of America Programs, MCNEESE band and athletic team
practices and events, and other activities, and

WHEREAS, MCNEESE desires to lease the Burton Memorial Coliseum Complex from
the POLICE JURY for educational activities and events as described above, and

WHEREAS, it is the belief of both parties to this Agreement that the educational benefits
traditionally so provided through the functioning of the Burton Memorial Coliseum can best be
achieved through this Agreement;

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, it is agreed
by and between the parties hereto as follows:

1. Scope of Agreement

The POLICE JURY does hereby designate MCNEESE a Special Lessee of the Burton Memorial
Coliseum Complex and other structures, facilities, and improvements, located on the property
as described as follows:
Municipal Address:
7001 Gulf Highway, Lake Charles, LA 70607

Legal Description:
Beginning at the Northwest Corner of the South Half of the Northwest Quarter of the Northwest Quarter of Section 5, Township 11 South, Range 8 West, Calcasieu Parish, Louisiana, thence South along Gulf Highway 1500 feet, thence East 1320 feet, more or less, to the East line of the West Half of the Northwest Quarter of said Section 5, thence North 1500 feet, thence West 1320 feet, more or less, to point of beginning, less and except that area on the southwest corner occupied by the Agricultural Services Building and related improvements.

Use of Burton Memorial Coliseum Complex. MCNEESE shall use the above-described property only for MCNEESE activities and events, which include graduations, general meetings, and events or activities coordinated by MCNEESE Athletics, MCNEESE Agricultural Sciences Department, MCNEESE Student Government/Student Union Board, MCNEESE official clubs and organizations, or any other entity officially recognized as an entity of MCNEESE. For purposes of this lease, the McNeese Alumni Association and the McNeese Foundation are considered official entities of McNeese State University. Official records of MCNEESE student clubs and organizations recognized by MCNEESE will be maintained by the Office of Student Union and Student Activities, and these records will be provided to the POLICE JURY upon request.

Access to Burton Memorial Coliseum Complex. MCNEESE, its agents and employees, shall have access to and the right to enter upon the Burton Memorial Coliseum Complex in accordance with all provisions listed under the term “Access” in Section three, “Provisions,” of this Agreement.

MSU Equipment. POLICE JURY and MCNEESE agree that MCNEESE will need to have certain movable property immediately available for its needs at Burton Coliseum. Movable property such as the basketball floor, weight lifting equipment, heavy duty equipment, and other movable property will require storage space. POLICE JURY agrees to allow reasonable storage space to MCNEESE for MCNEESE to store its movable property.

2. Term of Agreement

The primary term of this Agreement is from June 28, 2013, until December 31, 2018. This Agreement can be renewed for one (1) additional five (5) year term from January 1, 2019, to December 31, 2023, with mutual consent of both parties.


The POLICE JURY and MCNEESE do hereby agree to the following provisions:

SECTION 1. MCNEESE Activities and General Events

1.1 Rental Fees, Deposits and Additional Fees
   a. All rental fees and deposits associated with the Burton Memorial Coliseum Complex are waived for all MCNEESE activities and general events as described
under Use of Burton Memorial Coliseum Complex in Section 1, “Scope of Agreement” in this Agreement. For purposes of this section, activities of MCNEESE State University, MCNEESE Alumni Association, and MCNEESE Foundation are all considered MCNEESE activities and events.

b. Waivers of all rental fees and deposits do not apply to activities and general events which are sanctioned or supported by MCNEESE but not directly identified as an entity of MCNEESE. All activities and events sanctioned or supported by MCNEESE, but not directly identified as an entity with MCNEESE must provide in writing to the POLICE JURY a request to waive said fees whereby all requests will be reviewed and granted or denied accordingly at the full discretion of the POLICE JURY.

c. All MCNEESE activities and general events excluding basketball activities, commencement activities, and rodeo team activities will be required to complete all necessary forms associated with renting the Burton Memorial Coliseum Complex.

1.2 Scheduling

a. All MCNEESE activities and general events will be scheduled according to availability, excluding MCNEESE graduations and Basketball/Rodeo Master Calendars as stated accordingly in provisions 2.1a and 3.1a of this Agreement; and if MCNEESE calendars the event by July 1, the bi-annual teacher fairs, the annual MSU Alumni Association Crawfish Boil, Classic Livestock show, and the ANSC 101 Dog Show; all of the preceding will be scheduled. Other events will be scheduled according to availability.

1.3 Concessions Rights

a. The POLICE JURY retains first right of refusal to staff, manage and operate concessions for all MCNEESE activities and events that occur within the property description listed in Section 1, “Scope of Agreement” of this Agreement that define the Burton Memorial Coliseum Complex. For any events in which the POLICE JURY manages concessions, it shall encumber all expenses and retain all sales revenue related to concessions.

b. In the event that the POLICE JURY releases its right to staff, manage and operate concessions for a MCNEESE event or activity, the POLICE JURY agrees to notify MCNEESE at least thirty days in advance of an event or activity to offer concession rights.

c. If MCNEESE is given concession rights by the POLICE JURY, MCNEESE agrees to staff, manage and operate concessions to encumber all related expenses and retain all sales revenue.

1.4 Ticketing

a. The POLICE JURY has entered into an Agreement with Ticketmaster, Inc., as the exclusive ticketing agency at the Burton Memorial Coliseum Complex. In accordance with Ticketmaster, Inc. terms, no exceptions will be permitted for the
POLICE JURY to use or allow any tenant/MCNEESE to utilize any ticketing agency, service or software that is not directly affiliated with Ticketmaster, Inc. for a designated ticketed event or activity made available to the general public.

b. MCNEESE agrees to utilize Ticketmaster, Inc. for all ticketing services related to any MCNEESE general public event or activity that occurs at the Burton Memorial Coliseum Complex and requires admission. Notwithstanding the above and foregoing, MCNEESE may at its sole discretion sell men’s and women’s basketball season tickets using its own internal ticketing system in lieu of using Ticketmaster, Inc., and without incurring any Ticketmaster, Inc. associated fees and charges.

c. The POLICE JURY agrees to pay one-hundred percent (100%) of all ticketed admission fees for any MCNEESE ticketed event or activity made available to the general public. When applicable, any other fees associated with all ticketed events are retained by the POLICE JURY or Ticketmaster, Inc.

d. The POLICE JURY agrees to provide all applicable accounting reports associated with MCNEESE ticketed events.

e. The POLICE JURY agrees to share Ticketmaster, Inc. marketing analytics and associated data with MCNEESE for the purpose of promotion and/or marketing efforts made by MCNEESE.

1.5 Sponsorships/Promotions

a. The POLICE JURY agrees to honor all existing multi-year sponsorship agreements MCNEESE currently maintains with community sponsors through each agreement’s date of expiration. Within thirty days upon execution of this Cooperative Endeavor/Intergovernmental Agreement, MCNEESE will provide to the POLICE JURY a list of all said multi-year sponsorships indicating the community sponsor’s name and date of expiration.

b. MCNEESE agrees to request and receive written approval from the POLICE JURY before entering into or executing an agreement for any new sponsorship opportunity that would require permanent affixture to any structure located within the Burton Memorial Coliseum Complex.

c. MCNEESE is permitted to place temporary sponsor recognition (banners/signs) in pre-designated areas within structures of the Burton Memorial Coliseum Complex from October until the conclusion of the basketball and rodeo seasons for each year indicated in Section two, “Term of Agreement,” in this agreement.

d. The POLICE JURY reserves the right to temporarily remove MCNEESE sponsorship recognition materials if an event or activity reserved within the Burton Memorial Coliseum Complex requires a portion or all sponsor recognition materials to be removed. Upon completion of said event or activity, the POLICE JURY agrees to return MCNEESE sponsorship recognition materials back to its original placement in advance of the next scheduled MCNEESE-
related event or activity. The POLICE JURY will be responsible for any expenses related to replacement or repair of MCNEESE sponsorship recognition materials in the event they are damaged under this condition.

e. MCNEESE agrees to request and receive written approval from the POLICE JURY prior to executing any marketing and/or promotional activities that would have direct association or involvement with, or present conflict with concession operations managed or maintained by the POLICE JURY.

f. MCNEESE agrees to obtain written approval from the POLICE JURY prior to engaging in activities which would require giving away or distributing free samples of food, beverages or products to the general public.

1.6 Miscellaneous Provisions

a. MCNEESE shall have the obligation to manage, supervise, and staff all MCNEESE activities and general events, with the exclusion of concessions, custodial, and ticketing operations.

b. MCNEESE shall have the obligation to appropriately manage, supervise, and staff all security needs and resources for all MCNEESE activities and general events.

c. MCNEESE will comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies; and by all facility rules and regulations as provided by the POLICE JURY, and MCNEESE will require that its agents or employees likewise so comply.

d. MCNEESE agrees to pay promptly all taxes or fees required by governmental agencies, and to obtain all licenses or permits for any MCNEESE activity or general event as defined in the terms of this Agreement required by federal, state or local laws and ordinances, and to provide evidence of same to the POLICE JURY upon request. MCNEESE also agrees to advise all exhibitors offering goods for sale that all applicable sales taxes must be paid.

e. MCNEESE agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. 101 et. seq.) and any regulations issued thereunder, including but not limited to the assumption of any and all responsibilities for the payment of royalties which are due for the use of copyrighted work in any MCNEESE activity or general event as defined in the terms of this Agreement, and MCNEESE fully agrees to indemnify and hold the POLICE JURY, owner/operator of Burton Memorial Coliseum Complex harmless from any claims or damages whatsoever arising out of MCNEESE’s infringement or violation of said copyright laws.

f. MCNEESE agrees not to change, alter or modify any structure, movable or immovable property belonging to the POLICE JURY without first obtaining permission from the POLICE JURY.
g. All parking rights and privileges located within the boundaries of the Burton Memorial Coliseum Complex as described in Section One, “Scope of Agreement,” in this Agreement are reserved by the POLICE JURY.

h. The POLICE JURY reserves the right to suspend or cancel any MCNEESE activity or event upon any or all areas of the Burton Memorial Coliseum Complex as defined in Section One, “Scope of Agreement,” in this Agreement when an emergency and/or crisis jeopardizes public safety. In the event an emergency and/or crisis affects Calcasieu Parish, and such emergency and/or crisis meets the criteria of enacting into place provisions as stated in a Cooperative Endeavor between Entergy and the POLICE JURY, MCNEESE will suspend any activity that may encroach upon the execution of said Agreement and will adhere to any further instruction given by the POLICE JURY during this period of time.

SECTION 2. MCNEESE Athletics

2.1 Scheduling

a. MCNEESE will provide the POLICE JURY a Basketball Program Master Calendar that will contain all dates and time periods of games, practices and other associated activities for the MCNEESE men’s and women’s basketball program schedules, no later than August 1st of each year under the terms of this Agreement. The Basketball Program Master Calendar should include all dates and time periods related to pre-season, regular season, and post-season activities.

b. Upon acceptance on or before August 1st of each year under the terms of this Agreement, the POLICE JURY agrees to schedule all dates and time periods indicated within the Basketball Program Master Calendar from October 1st through March 31st annually, providing access to facilities for games, practices and other associated activities.

c. The POLICE JURY will not schedule additional events in the Burton Coliseum that would occur on the same date a regular season or conference game is scheduled as indicated in the Basketball Program Master Calendar of each year under the terms of this Agreement.

d. The POLICE JURY reserves the right to schedule, on a limited basis, events or activities that would occur in the Burton Coliseum on practice dates indicated in the Basketball Program Master Calendar. The POLICE JURY agrees to notify MCNEESE no less than thirty days of said event or activity, and discuss any matters pertaining to this provision with the MCNEESE Athletic Director or designated appointee in advance of securing the date.

e. The POLICE JURY will make every attempt to provide for and accommodate any potential play-off and championship activities that may occur at the Burton Memorial Coliseum Complex.

2.2 Access

a. Access to the Burton Memorial Coliseum Complex facilities will be provided as specified by the times submitted in the MCNEESE Basketball Program Master Calendar, unless otherwise determined and approved by POLICE JURY.
b. The POLICE JURY agrees to provide a key or similar device which will provide access to designated areas of the Burton Coliseum facility to the MCNEESE Athletic Director and men's/women's basketball team coaching staff. Designated areas include certain entry doors to the Burton Coliseum, locker room facilities, and any additional areas within the building that require MCNEESE use or storage. MCNEESE agrees that any access key or similar device given to MCNEESE staff is non-transferrable to another individual unless POLICE JURY provides written consent.

c. MCNEESE agrees that no student shall have an access key to the Burton Coliseum without the expressed written consent of the POLICE JURY.

d. MCNEESE agrees that coaching staff, team players, and any additional support personnel associated with the basketball programs utilize marked parking slots within the Burton Memorial Coliseum Complex. MCNEESE agrees that any parking in areas of the Burton Memorial Coliseum Complex that is not designated and/or marked as a parking spot is prohibited at all times.

e. POLICE JURY retains the right to access and/or utilize any and all team locker rooms and associated facilities during the basketball season when MCNEESE teams are not utilizing the Burton Coliseum, practicing/playing at the Lake Charles Civic Center or playing "away" games. The POLICE JURY agrees to notify MCNEESE Athletic Director in advance, whenever possible.

f. The POLICE JURY agrees to provide to MCNEESE at least the same number of dedicated telephone lines for its basketball games as were previously available under the McNEESE provided phone system located at Burton Coliseum.

2.3 Revenue Management

a. MCNEESE athletics will receive one hundred percent of all admission fees for all regular and post season games indicated on all ticket proceeds excluding POLICE JURY and Ticketmaster, Inc. fees. MCNEESE Athletics will provide POLICE JURY pricing information for all associated ticketed events on or before July 1 of each year. POLICE JURY will notify MCNEESE of any fees and their amounts that may be added to the admission price of each ticket, including Ticketmaster, Inc. fees and POLICE JURY facility fees, within thirty days after July 1 of each year.

b. MCNEESE athletics reserves the right to sell and retain all revenue from MCNEESE merchandise during game events, excluding any merchandise item that is non-perishable and would be in conflict with concession operations.

c. MCNEESE agrees to request and obtain permission from the POLICE JURY to sell any non-perishable item and other merchandise that would be in conflict with concessions operations.
SECTION 3. MCNEESE Rodeo Team

3.1 Scheduling

a. MCNEESE will provide the POLICE JURY a Rodeo Team Master Calendar that will contain all dates and time periods of competitions, practices and other associated activities for the MCNEESE Rodeo Team program schedules, no later than July 1 of each year under the terms of this Agreement.

b. Upon acceptance on or before July 1 of each year under the terms of this Agreement, the POLICE JURY agrees to schedule all dates and time periods indicated within the MCNEESE Rodeo Team Master Calendar from August 15th through December 31st during the Fall Semester, and from February 1st to May 31st during the Spring Semester annually, providing access to facilities for competitions, practices and other associated activities.

c. The POLICE JURY will not schedule additional events in the Burton Arena that would occur on the same date a competition is scheduled to occur once the MCNEESE Rodeo Team Master Calendar is received and accepted.

d. The POLICE JURY reserves the right to schedule, on a limited basis, events or activities that would occur in the Burton Arena on practice dates or non-competition activity dates as indicated in the Rodeo Team Master Calendar. The POLICE JURY agrees to notify MCNEESE no less than thirty days of said event or activity, and discuss any matters pertaining to this provision with the MCNEESE Rodeo Team Coach or designated appointee in advance of securing the date.

e. The POLICE JURY will make every attempt to provide for and accommodate any potential MCNEESE Rodeo Team activity not listed in the MCNEESE Rodeo Team Master Calendar that may occur at the Burton Memorial Coliseum Complex.

3.2 Access

a. Access to Burton Memorial Coliseum Complex facilities will be provided to the MCNEESE Rodeo Team in accordance with dates and times submitted in the MCNEESE Rodeo Team Master Calendar, unless otherwise determined.

b. The POLICE JURY agrees to provide a key or similar device which will provide access to the Burton Arena facility gates, main doors, locker room facilities, and any additional areas within the complex that require MCNEESE use or storage to the Rodeo Team coach and staff, and Rodeo Team members on the current year’s roster. MCNEESE agrees that any access key or similar device given to Rodeo Team members and staff is non-transferrable to another individual unless the POLICE JURY provides written consent. MCNEESE agrees to surrender any key or similar device to POLICE JURY when team members or coaching staff are no longer associated with the Rodeo Team.
c. The POLICE JURY retains the right to access and/or utilize any facility or structure, with the exception of twenty horse stalls owned and maintained by MCNEESE and located in the southwest corner of the Burton Arena, during the rodeo season when MCNEESE Rodeo Team is not utilizing the Burton Memorial Coliseum Complex, or competing off-site. The POLICE JURY and MCNEESE agree that the aforementioned exception is necessary to protect the animals and other property owned by members of the Rodeo Team.

3.3 Revenue Management

a. The MCNEESE Rodeo Team will receive one hundred percent of all admission fees for all associated events, excluding POLICE JURY and Ticketmaster, Inc. fees. The POLICE JURY will notify MCNEESE of any fees and their amounts that may be added to the admission price of each ticket, including Ticketmaster, Inc. fees and POLICE JURY facility fees, by July 1 of each year.

b. The Rodeo Team will receive one-hundred percent (100%) of all ticket proceeds for all associated events. The MCNEESE Rodeo Team will provide the POLICE JURY its pricing information for all associated ticketed events on or before July 1 of each year. The POLICE JURY will notify MCNEESE of any fees and their amounts that may be added to the admission price of each ticket, including Ticketmaster, Inc. fees and POLICE JURY facility fees, within thirty days after July 1 of each year.

c. The POLICE JURY reserves the right to receive fifty percent (50%) of all camper rentals that are directly associated with MCNEESE Rodeo Team activities, unless otherwise determined. The POLICE JURY will receive one-hundred (100%) of all camper rental fees associated with a MCNEESE Rodeo Team Activity if Burton Memorial Coliseum Complex personnel coordinate and manage this function.

d. MCNEESE will receive a minimum of 50% of horse stall rental revenue that is part of any rodeo events managed by the MCNEESE Rodeo team.

3.4 Miscellaneous Provisions

a. MCNEESE agrees that access to the weight room facility located at the Burton Memorial Coliseum Complex for the use of the Rodeo Team will only be granted when coaching staff is present and conducting group training. Further, MCNEESE agrees that said weight room will be only be utilized by members of the current year’s rodeo team roster or coaching staff during the Fall or Spring Semester. MCNEESE agrees access to said weight room will not be permitted when the Fall or Spring semester is not in session, unless express permission is granted by the POLICE JURY, which on a case-by-case basis, will not be unreasonably withheld.

b. The POLICE JURY agrees to allow only livestock owned or rented by MCNEESE, the Rodeo Team, or by a Rodeo Team member on the current year’s roster to be housed in the stalls owned and maintained by MCNEESE (currently twenty) and located in the southwest corner of the Burton Arena facility. MCNEESE agrees
that no exceptions will be made to this provision without the consent of the POLICE JURY.

c. MCNEESE agrees to provide the POLICE JURY a list of all animals and other property located within the stalls owned and maintained by MCNEESE within thirty days after the commencement of each Fall Semester and Spring Semester annually. MCNEESE agrees to include in said list the owner and appropriate contact information for every animal and appropriate records indicating that each animal is up to date with all required vaccinations. MCNEESE agrees to notify the POLICE JURY immediately of any changes to said list made at any point throughout the year.

With POLICE JURY permission, MCNEESE will be allowed use of POLICE JURY owned equipment located at Burton Coliseum for its needs at Burton Coliseum, including maintenance of the outdoor arena, hay distribution, horse stall maintenance, as well as other needs. MCNEESE agrees to return the equipment in the same condition as it was received from the POLICE JURY.

4. Amendments

If there is a need to review and/or revise this Agreement, the requesting party shall submit a written proposed amendment to the other party, with the understanding that no amendment to this Agreement shall be valid unless it is agreed to and signed by both parties.

5. Records and Audits

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the termination of the Agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this Agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order or as required by law.

6. Liability, Insurance and Indemnity

As stated in Section 1 above, MCNEESE is responsible for the maintenance and upkeep of the leased premises. MCNEESE also agrees to maintain insurance coverage for leased premises with liability coverage for its protection for the duration of the term of this lease including any renewal thereof. The policy limits will be no less than five million dollars ($5,000,000.00) for personal injury loss and/or property damage. A copy of the policy shall be provided to the POLICE JURY. All related costs associated with both of these requirements are the sole responsibility of MCNEESE.

MCNEESE accepts the leased premises in its present condition and assumes responsibility for its condition in accordance with the provisions of Louisiana Revised Statute 9:3221.

MCNEESE will indemnify, defend, and hold harmless the POLICE JURY, including the POLICE JURY’S employees and agents, from and against any and all claims or liabilities arising
from the fault of MCNEESE, its employees or agents in carrying out MCNEESE’S duties and obligations under the terms of this Agreement. The POLICE JURY will indemnify, defend, and hold harmless MCNEESE, including MCNEESE’S employees and agents, from and against any and all claims or liabilities arising from the fault of the POLICE JURY, its employees or agents in carrying out the POLICE JURY’S duties and obligations under the terms of this Agreement. This section will survive the termination of this Agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs arising as a result thereof.

This Agreement is intended for the benefit of the POLICE JURY and MCNEESE and does not confer any rights upon any other third parties. All rights by and between the POLICE JURY and MCNEESE are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

Neither acceptance of the POLICE JURY nor failure by the POLICE JURY to complain of any action, non-action, or default of MCNEESE shall constitute a waiver of any of the POLICE JURY’S rights contained herein. Waiver by the POLICE JURY of any right for any default of MCNEESE shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default.

7. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, both parties reserve the right to terminate this Agreement upon sixty days written notice of termination. If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana. In the event that court action is necessary, then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney’s fees and costs as fixed by the Court.

8. Severability, Entire Agreement and Captions

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this Agreement is held invalid, void or unenforceable under any law or regulations or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this Agreement. This Agreement, any attached documents, and any referenced documents represent the entire Agreement between the POLICE JURY and MCNEESE and supersede all prior negotiations, representations or Agreements, either written or oral. In the event of a conflict between this Agreement and other documents, the terms of this Agreement shall control.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.
9. No Authorship Presumptions

The POLICE JURY and MCNEESE have had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The POLICE JURY and MCNEESE hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this Agreement and any successor to a signatory party.

10. Address of Notices and Communications

All notices between the POLICE JURY and MCNEESE provided for pursuant to this Agreement shall be in writing. The name and address of the POLICE JURY'S representative is:

Mr. Bryan C. Beam, Administrator
Calcasieu Parish Police Jury
P.O. Drawer 3287
Lake Charles, Louisiana 70602

The name and address of MCNEESE'S representative is:
Eddie P. Meche, Vice President
Office of Business Affairs and University Services
MCNEESE State University
Box 93295
Lake Charles, LA 70609

In the event that the mailing address of the POLICE JURY or MCNEESE changes during the terms of this Agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

11. Discrimination

The POLICE JURY and MCNEESE agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

This Cooperative Endeavor/Intergovernmental Agreement may be amended, in writing, by mutual consent of the parties or may be terminated by either party by giving sixty (30) days written notice to the other party of its intent to terminate this Agreement.
THUS DONE AND SIGNED on the ____ day of _______________, 2013, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:                              CALCASIEU PARISH POLICE JURY

____________________________________

____________________________________

BY: ________________________________
    SHANNON SPELL, President

Authorized by the Calcasieu Parish Police Jury
on Thursday, May __, 2013

____________________________________

NOTARY PUBLIC

THUS DONE AND SIGNED on the ____ day of _______________, 2013, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:                              MCNEESE STATE UNIVERSITY

____________________________________

____________________________________

BY: ________________________________
    DR. PHILIP WILLIAMS, President

____________________________________

NOTARY PUBLIC
Item H.4. McNeese State University’s request for approval to enter into a ground lease with the McNeese State University Alumni Association to construct an outdoor pavilion at “the Grove” immediately adjacent to and south of the Alumni Center and to accept the donation of the pavilion from the Alumni Association upon the completion of construction.

EXECUTIVE SUMMARY

The University requests approval to enter into a Ground Lease agreement with McNeese State University Alumni Association to construct an outdoor pavilion with restrooms and a concession area. The pavilion will be located immediately adjacent to and south of the Alumni Center in the green area referred to as “the grove.”

This improvement will provide opportunities for a sheltered gathering space outdoors for various events associated with the campus and will provide fund-raising opportunities through the rental of this space. The estimated cost for planning and construction is approximately $750,000. Funds are provided from donations made to the Alumni Association and primarily from one donor, Mr. Robert Noland.

The term of this lease shall be for a period commencing on July 1, 2013, and ending at midnight on June 30, 2014 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 FURTHER RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval to enter into a ground lease with the McNeese State University Alumni Association to construct an outdoor pavilion at “the Grove” and accept the donation of the pavilion from the Alumni Association upon completion of construction.

BE IT FURTHER RESOLVED, that McNeese State 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.
Executive Summary
June 25, 2013
Page 2

BE IT FURTHER RESOLVED, that the President of McNeese State 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 McNeese State University.

AND FURTHER, that McNeese State University will provide the System office with copies of all final executed documents for Board files.
June 6, 2013

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

Dear Dr. Woodley:

Enclosed are five (5) copies of McNeese State University’s request for approval to enter into a ground lease with the McNeese State University Alumni Association to construct an outdoor pavilion. Please place this item on the ULS Board agenda for consideration and approval at the June 25, 2013 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
LEASE

STATE OF LOUISIANA
PARISH OF CALCASIEU

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM represented herein by Dr. Philip C. Williams, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as “LESSOR” and,

MCNEESE STATE UNIVERSITY Alumni Association, a non-profit corporation, domiciled in Calcasieu Parish, Louisiana, with its address of Box 90775, Lake Charles, Louisiana 70609, represented herein by its duly authorized representative Joyce Patterson and Blake McCaskill, President of the McNeese State University Alumni Association.

Hereinafter referred to as “TENANT”, have covenanted and agreed as follows:

WITNESETH

ARTICLE 1

LEASE OF PROPERTY

1.1 Lease of Property. Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which Tenant hereby agrees shall be paid, kept and performed by Tenant, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereofunto belonging or in anywise appertaining, situated in Calcasieu Parish, Louisiana, to-wit:

All of the property described on the attached Exhibit A, hereinafter referred to as the “Leased Property”.
1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant’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 Tenant is leasing the Lease Property and for which Lessor is granting this Lease is for Tenant to use the Leased Property described in 1.1 is to construct an outdoor open pavilion with restrooms and concession area and all necessary utility extensions in “the Grove” area adjacent to and south of the Stream Alumni Center per the approved plans and specifications. All design, materials and labor are the sole responsibility of the Tenant. Any and all Warranty will be in favor of Lessor at time of completion. Plans and specifications for improvements must be approved by Lessor prior to installation.

ARTICLE 2

TERM

2.1 Term. The term of this Lease shall be for a period commencing on July 1, 2013 and ending at midnight on the 30th day of June 2014 or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3

RENT

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

WARRANTY

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

4.2 Access. Lessor 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. Lessor 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. Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

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

6.3 Regulations. Tenant 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. Tenant agrees that all permanent improvements or alterations made to the Leased Property, shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements. At the end of the lease period, Tenant 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 Tenant.

7.1.2 Liens. Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor 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 Tenant, the agents, contractors or subcontractors, and Tenant 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. Tenant 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. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease.
ARTICLE 8

INSURANCE

8.1 Insurance by Tenant. During the term of this Lease Tenant shall, at Tenant'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 B.

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 Tenant and Lessor 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 Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.
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 Lessor.

8.2 **Certificates of Insurance.** Tenant shall provide Lessor, 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 Tenant.

**ARTICLE 9**

**TAXES AND ASSESSMENTS**

9.1 **Personal Property Taxes.** Tenant 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 Tenant may place on the Leased Property.

**ARTICLE 10**

**INDEMNITY**

10.1 **Indemnity.** Tenant shall indemnify, defend and hold harmless Lessor 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 Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S.
9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor 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 Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant’s agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor 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. Tenant 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 Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

ARTICLE 12

DEFAULT

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this lease shall become null and void.
12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossessions, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor 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:

Lessor:  
c/o Eddie P. Meche
Vice President for Business Affairs
Box 93295
Lake Charles, LA 70609

Tenant:  
c/o Joyce Patterson
Director, MSU Alumni Affairs
Box 90775
Lake Charles, LA 70609

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, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant 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 Lessor or Tenant 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 hereinabove 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 “Lessor” or the word “Tenant” 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 Lessor or Tenant, shall be July 1, 2013.

THIS DONE AND PASSED in the presence of ________________ and ________________, competent witnesses, in the City of Lake Charles, Parish of Calcasieu, State of Louisiana on this ________ day of ____________, 2013.

WITNESSES:

MCNEESE STATE UNIVERSITY
ALUMNI ASSOCIATION

________________________
Joyce Patterson

________________________
Blake McCaskill

WITNESSES:

MCNEESE STATE UNIVERSITY

________________________
Dr. Philip C. Williams
** EXHIBIT B **

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor 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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). *Claims Made* form is unacceptable.

2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). 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 vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. **MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: $1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

C. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. **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, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or
on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.

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 limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. 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. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
Item H.5. Nicholls State University's request for approval to name the culinary arts classroom building "Lanny D. Ledet Culinary Arts Building," in memory of the late Lanny D. Ledet.

EXECUTIVE SUMMARY

The University is requesting Board approval to name the soon-to-be-constructed culinary arts classroom building the "Lanny D. Ledet Culinary Arts Building" in memory of the late Lanny D. Ledet.

Mr. Ledet excelled at Cajun hospitality and promoted the enjoyment of Cajun and Creole cuisine. The recommendation to name the building after Mr. Ledet was based on the express wishes of the anonymous donor whose million-dollar gift made it possible for the University to provide the state with their required "match." This recommendation follows university policy for naming of a facility under the category "philanthropic."

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request to name the culinary arts classroom building the "Lanny D. Ledet Culinary Arts Building," in memory of the late Lanny D. Ledet.
June 4, 2013

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

Dear Dr. Woodley:

Nicholls State University requests consideration and approval of the enclosed items to be placed on the agenda for the June 24-25, 2013, meeting of the Board of Supervisors for the University of Louisiana System:

_Name the soon to be constructed culinary arts classroom building the Lanny D. Ledet Culinary Arts Building_

Thank you for your assistance in this matter.

Sincerely,

Stephen T. Hulbert  
President

STH/ad

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  

Mrs. Stacy LeJeune, Internal Auditor  

Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative
24 May 2013

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

Dear Dr. Hulbert:

The Facilities Naming Committee met and has unanimously agreed to recommend to you that the new culinary arts classroom building be named the Lanny D. Ledet Culinary Arts Building. The committee makes this recommendation to you based on the express wishes of the anonymous donor whose million dollar gift made it possible for the university to provide the state with our required "match." This recommendation follows university policy for the naming of a facility under the category "philanthropic."

I am including the rationale that the donor outlined in selecting to honor and memorialize the late Lanny D. Ledet. Clearly, Ledet excelled at Cajun hospitality and promoted the enjoyment of Cajun and Creole cuisine. I recommend that you submit this request as an agenda item to the University of Louisiana Board of Supervisors for its next regularly scheduled meeting.

Sincerely,

David E. Boudreaux, Chairman
Facilities Naming Committee
Item H.6. Nicholls State University’s request for approval to name the bistro dining area in the culinary arts classroom building “Bistro Ruth Fertel,” in memory of the late Ruth Fertel.

EXECUTIVE SUMMARY

The University is requesting Board approval to name the bistro dining area in the soon-to-be-constructed culinary arts classroom building in memory of the late Ruth Fertel, “Bistro Ruth Fertel.”

Ms. Fertel was one of the first individuals to pledge support to fund the Chef John Folse Culinary Institute. She died before she could accomplish what she had proposed to do, but after her death the Fertel Family Foundation and the Ruth U. Fertel Foundation contributed $231,000 to the Chef John Folse Culinary Institute Building Fund.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval to name the bistro dining area in the culinary arts classroom building “Bistro Ruth Fertel,” in memory of the late Ruth Fertel.
June 4, 2013

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

Dear Dr. Woodley:

Nicholls State University requests consideration and approval of the enclosed items to be placed on the agenda for the June 24-25, 2013, meeting of the Board of Supervisors for the University of Louisiana System:

*Name the bistro dining area of the soon to be constructed culinary arts classroom building
Bistro Ruth Fertel*

Thank you for your assistance in this matter.

Sincerely,

[Signature]

Stephen T. Hulbert
President

STH/ad

Attachment

pc:  Mr. Larry Howell, Executive Vice President
     Dr. 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
     Mrs. Stacy LeJeune, Internal Auditor
     Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative
Dr. Stephen T. Hulbert, President
Nicholls State University
Thibodaux, LA 70310

Dear Dr. Hulbert:

The Facilities Naming Committee met on 1 May 2013 and voted unanimously to make the following recommendations to you regarding the naming of facilities:

• That the bistro dining area in the soon-to-be constructed culinary arts classroom building be named Bistro Ruth Fertel, and
• That Room 208 in Gouaux Hall be named The Marilyn B. Kilgen Laboratory of Biological Sciences.

The category and justification for each naming recommendation is as follows:

**Bistro Ruth Fertel:**

- Category: Philanthropic

- Justification: Ruth Fertel was one of the first individuals to pledge support to fund the Chef John Folse Culinary Institute. She died before she could accomplish what she had proposed to do, but after her death the Fertel Family Foundation and the Ruth U. Fertel Foundation contributed $231,000 to the Chef John Folse Culinary Institute Building Fund. In addition, Randy Fertel assisted with a fundraiser bringing in over $300,000 for the building.

**The Marilyn B. Kilgen Laboratory of Biological Sciences:**

- Category: Honorific

- Justification: Dr. Marilyn Kilgen retired after over forty years of teaching, research, and service to Nicholls State University. During her tenure she brought in $7.5 million in sponsored research projects and mentored 70 undergraduate and graduate research students, resulting in 93 publications and 86 presentations in the name of the university. In recognition of her professional achievements, she has received the Presidential Award for Administrative Excellence (2002), the Marie Fletcher Distinguished Service Award (1994), and designation as the Alcee Fortier Distinguished Service Professor (1995), the highest honor awarded to a faculty member at Nicholls.

Sincerely,

David E. Boudreaux, Vice President
Institutional Advancement
Item H.7. Nicholls State University’s request for approval to name Room 208, Gouaux Hall, Marilyn B. Kilgen Laboratory of Biological Sciences.

EXECUTIVE SUMMARY

The University is requesting Board approval to name Room 208, Gouaux Hall, Marilyn B. Kilgen Laboratory of Biological Sciences.

Ms. Kilgen retired after over forty years of teaching, research, and service to Nicholls State University. During her tenure she brought in $7.5 million in sponsored research projects and mentored 70 undergraduate and graduate students, resulting in 93 publications and 86 presentations in the name of the university. She was recognized for her professional achievements and awards.

Please refer to the attached letter supporting this request.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request to name Room 208, Gouaux Hall, Marilyn B. Kilgen Laboratory of Biological Services.
June 4, 2013

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

Dear Dr. Woodley:

Nicholls State University requests consideration and approval of the enclosed items to be placed on the agenda for the June 24-25, 2013, meeting of the Board of Supervisors for the University of Louisiana System:

Name Room 208 Gouaux Hall The Marilyn B. Kilgen Laboratory of Biological Sciences

Thank you for your assistance in this matter.

Sincerely,

Stephen T. Hulbert
President

STH/ad

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
Mrs. Stacy LeJeune, Internal Auditor
Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative
Dr. Stephen T. Hulbert, President
Nicholls State University
Thibodaux, LA 70310

Dear Dr. Hulbert:

The Facilities Naming Committee met on 1 May 2013 and voted unanimously to make the following recommendations to you regarding the naming of facilities:

- That the bistro dining area in the soon-to-be constructed culinary arts classroom building be named Bistro Ruth Fertel, and
- That Room 208 in Gouaux Hall be named The Marilyn B. Kilgen Laboratory of Biological Sciences.

The category and justification for each naming recommendation is as follows:

**Bistro Ruth Fertel:**
- Category: Philanthropic
- Justification: Ruth Fertel was one of the first individuals to pledge support to fund the Chef John Folse Culinary Institute. She died before she could accomplish what she had proposed to do, but after her death the Fertel Family Foundation and the Ruth U. Fertel Foundation contributed $231,000 to the Chef John Folse Culinary Institute Building Fund. In addition, Randy Fertel assisted with a fundraiser bringing in over $300,000 for the building.

**The Marilyn B. Kilgen Laboratory of Biological Sciences:**
- Category: Honorific
- Justification: Dr. Marilyn Kilgen retired after over forty years of teaching, research, and service to Nicholls State University. During her tenure she brought in $7.5 million in sponsored research projects and mentored 70 undergraduate and graduate research students, resulting in 93 publications and 86 presentations in the name of the university. In recognition of her professional achievements, she has received the Presidential Award for Administrative Excellence (2002), the Marie Fletcher Distinguished Service Award (1994), and designation as the Alcee Fortier Distinguished Service Professor (1995), the highest honor awarded to a faculty member at Nicholls.

Sincerely,

David E. Boudreaux, Vice President
Institutional Advancement
Item H.8. Northwestern State University’s request to permit Tri Sigma to transfer their right to lease their old sorority home, located on Greek Hill, to Theta Chi Fraternity.

EXECUTIVE SUMMARY

The University is requesting Board approval to permit Tri Sigma to transfer their old sorority home, located on Greek Hill, to Theta Chi Fraternity. The Board previously authorized a standardized lease to be used on Organizational Row and granted permission to proceed without bringing each lease to the Board before execution.

The attached standardized lease approved by the Board permits the termination of the original lease by transfer to another approved organization during the term but requires Board’s authority to do so.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request to permit Tri Sigma to transfer their right to lease their old sorority home, located on Greek Hill, to Theta Chi Fraternity.

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

AND FURTHER, that UL System staff and legal counsel will ensure that all documents conform to statutory and administrative requirements.
June 17, 2013

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

Re: Tri Sigma Greek Hill Lease

Dear Dr. Woodley:

Northwestern State University is requesting authority to permit Tri Sigma to transfer their old sorority home, located on Greek Hill, to Theta Chi Fraternity. The Board previously authorized a standardized lease to be used on organization row and granted permission to proceed without bringing each lease to the Board before execution. The attached standardized lease approved by the Board permits the termination of the original lease by transfer to another approved organization during the term but requires the Board’s authority to do so. Northwestern requests that the Board authorize and approve Tri Sigma to transfer the right to lease to Theta Chi on the aforementioned property.

Please place this item on the agenda for approval at the June 2013 Board meeting. Thank you for your consideration of this request.

Sincerely,

Randall J. Webb  
President

RJW/pc

Attachment
LEASE AGREEMENT

NOW COME:

THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (the “Board”) with and on behalf of Northwestern State University (“NSU”, together with the Board, “ULS”) __________________ who do enter into this agreement of lease of property (“Lease Agreement”) which is made pursuant to the authority granted by and through La. R.S. 17:3361 - 3366.

1. PREMISES AND CONSTRUCTION OF IMPROVEMENTS

1.1 Premises. ULS hereby leases to __________________ the property described on the attached Exhibit “A” (“Premises”) upon the terms and conditions set forth herein.

1.2 Use of Additional Areas. The use and occupation by the __________________ of the Premises shall include the use in common with others entitled thereto of the common areas, parking areas, service roads, facilities and sidewalks adjoining the Premises, and other facilities as may be designated from time to time by the ULS, subject however, to the terms and conditions of this Lease Agreement and to NSU Student handbook Code of Conduct, as amended. (See attachment 1)

1.3 Construction of Improvements. __________________ will construct a “Fraternity House” on the Premises which at all times will be and remain a separate immovable and shall not be a component part of the Premises in accordance with Louisiana Civil Code Article 464 (Rev. 1978). The construction of the Fraternity House will adhere to all codes, rules and regulations governing erection, construction and maintenance of such a Fraternity House and such construction plans, designs and modifications will be approved by the Board in conformity with La. R.S. 17:3361-66. (See attachment 1)

________________________ estimates the cost of this project to construct the Fraternity House at $ ____________ A 10% contingency is encouraged in planning. The square footage of the Fraternity House will not exceed 5,000 square feet and will be primarily Acadian style conforming to NSU’s design and construction standards.

1.4 Financial Obligations. __________________ appears herein to affirm that all financial obligations for the erection, construction, operation and maintenance of the Fraternity House shall be solely the responsibility and at the expense of the __________________.

1.5 Minimum Maintenance Reserve. __________________ further agrees to establish and maintain a maintenance reserve as required by the Louisiana Board of Regents for construction projects of this nature at all times for the duration of this lease.

2. TERM AND RENTAL
2.1 Term. This lease shall commence upon the execution of this agreement by both parties and shall have a term of ninety-nine (99) years. Upon the expiration of the term, __________________________ shall have the perpetual right to renew this lease for an additional ninety-nine (99) year term. Upon the request of either party, a short form memorandum of lease shall be recorded in the public records of Natchitoches Parish setting forth the commencement date and expiration date of this lease.

2.2 Rental. __________________________ shall pay as rent the sum of $1.00 per year commencing from substantial completion of the Fraternity House through the remaining term of this lease. Additional consideration for this Lease Agreement is __________________________ requirement to construct, operate and maintain a Fraternity House for the benefit its members, who are students of NSU, and the Greek Life community.

3. USE OF PREMISES

3.1 Permitted Use. The Premises are to be used by __________________________ to construct and operate an on-campus Fraternity House as a component part of their services. The Fraternity House will be used as a collegiate home for members of __________________________ and as a meeting place to foster social relationships, fraternal spirit, and friendship among the members of the chapter and the alumni in order to promote the educational, cultural, service and social interests of the members of the __________________________ and to engage in any other activity in furtherance of the best interests of __________________________. The Fraternity House will be used by the chapter members and its alumnae.

3.2 Rules of Conduct. __________________________ agrees to abide by the rules governing conduct in social activities of students of NSU. Within the Fraternity House, __________________________ will hold its advisors, members, and visitors to such rules governing student organizations’ conduct and social activities and to the University Code of Student Conduct in the current edition of the NSU Student Handbook. The Fraternity House will be used for no other purposes than those customarily associated with the mission and purpose of __________________________ and NSU.

3.3 Maintenance. __________________________ is responsible for all maintenance of the Fraternity House, which shall be done in accordance with the standards and reasonable expectations of NSU. Facilities shall be kept in good order and repair. __________________________ will incur the costs of all maintenance and repairs.

Each lot leased shall be landscaped and maintained in conformity with the general plans adopted by the University for Beautification of the campus. NSU will provide all landscaping and yard maintenance for each leased lot. NSU will be responsible for mowing and maintaining all lots and common grounds in and around organizational row.

Should maintenance be neglected by the organization, the University reserves the right to provide the required services and the charges for such services will be assessed against the organization.

4. MAINTENANCE, REPAIRS, TAXES AND INSURANCE
4.1 **Condition of Premises and Improvements.** 

agrees to assume complete responsibility for maintenance, repair and replacement of the Premises and Fraternity House improvements, and to maintain or cause to be maintained water, sewage, telephone, electricity, heating, ventilation and air conditioning equipment to service the Premises and Fraternity House Improvements.

4.2 **Taxes.** shall pay all real property taxes, assessments and other impositions or charges which may be taxed, charged, levied, assessed or imposed by any lawful authority against the Premises and improvements.

4.3 **Insurance.** shall, during the entire lease term hereof, keep in full force and effect a policy of public liability with respect to the Premises and the operations by in amounts reasonably satisfactory to . Further, shall name ULS as an additional insured on the policy. Annually, will provide evidence satisfactory to the University that it is meeting the required coverage. shall maintain property damage insurance at all times.

4.4 **Fire and Extended Coverage.** shall pay all premiums for fire, extended coverage, vandalism and malicious mischief insurance with respect to the Premises.

4.5 **Waiver of Subrogation.** and ULS waive any rights or claims against the other for damage sustained by acts which may be covered under any of or ULS’s insurance coverage, and waives any right of subrogation against the other under any insurance policy. and ULS shall use their best efforts to cause the insurance carriers to waive all such rights and to so notify ULS and The .

5. **UTILITIES**

5.1 **Utilities.** shall pay all service and consumption charges for water, gas, electric, sewer, telephone, power and other utilities and communications services used on the Premises during the term of this Lease Agreement.

6. **QUIET ENJOYMENT AND PEACEABLE POSSESSION**

6.1. **Quiet Enjoyment and Peaceable Possession.** Upon payment by of the rents provided and upon the observance and performance of all the covenants, terms and conditions on ’s part to be observed and performed, shall peacefully and quietly hold and enjoy the Premises for the term herein set forth without hindrance or interruption by ULS or any other person or persons claiming by, through or under ULS, unless this Lease has terminated in accordance with the terms and conditions of this Lease Agreement.
7. DAMAGE AND DESTRUCTION

7.1 Destruction of Premises. In the event the Fraternity House shall be destroyed or damaged in whole or in part by fire, explosion or any other casualty and _________________ should receive adequate insurance proceeds, then _________________ shall rebuild the Fraternity House in substantially the same condition as before the casualty and make the same fit for occupancy within a reasonable time after such casualty, which time shall not exceed thirty six months.

8. ASSIGNMENT AND SUBLetting

8.1 Assignment. _________________ agrees to abide by any and all rules and regulations of the Board and NSU in regards to sublease of the Fraternity House. It is the intention of _________________ to be the sole lessee of the Premises for the entire duration of the lease. _________________ shall not assign or sublease its interests to the Premises to an affiliated organization without obtaining written consent of the Board. In recognition of the financial commitment and indebtedness incurred by _________________, in the event _________________ should cease operations on the Premises which is the subject of this Lease Agreement, the Board and NSU agree to grant _________________ the first option for a period up to three years to identify another entity in good standing with NSU for the purchase of the equity of the Fraternity House and other improvements located on the subject leased Premises, or enter into negotiations for the sublease to the another entity, subject to the final approval of the Board.

9. DEFAULT

9.1 Rights and Remedies. The mention in this Lease Agreement of any specific right or remedy shall not preclude the parties from exercising any other right or from having any other remedy, or from maintaining any action to which it may be otherwise entitled, either at law or in equity.

9.2 Force Majeure. Anything in this lease to the contrary notwithstanding, ULS and _________________ shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions or this Lease Agreement to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or control, act of God, or any other cause whatsoever beyond the reasonable control of the parties, and the time for performance shall be extended by the period of delay resulting from or due to any of the said causes.

9.3 No Waiver of Rights. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any term, covenant or condition herein contained. Notwithstanding anything herein to the contrary, and in accordance with La R.S. 17:3362(B), the Board hereby waives the right to require the removal of the Fraternity
House in the event that the ___________________ fails, neglects or refuses to comply with any applicable rules, regulations or requirements.

9.4 Notice of Default and Opportunity to Cure Default. In the event the Board or NSU should determine ___________________ has failed, neglected or refused to comply with the terms of this Lease Agreement or the rules, regulations and requirements established by the Board and NSU, the Board and NSU agree to give ___________________ thirty (30) days written notice of default; furthermore, the Board and NSU agree to grant ___________________ a period of ninety (90) days to attempt to cure any default to the satisfaction of NSU before beginning any proceedings to evict or otherwise terminate ___________________’s continued lease of the subject Premises.

9.5 Entity’s Option to Sell Equity and Sublease Property to Another Approved Entity. In recognition of the financial commitment and indebtedness incurred by ___________________, in the event ___________________ should fail, neglect or refuse to comply with the terms of this Lease Agreement or the rules, regulations and requirements established by the Board and NSU following the delays to cure said default as set forth in Section 9.4, the Board and NSU agree to grant ___________________ the first option for a period up to three years to identify another entity in good standing with NSU for the purchase of the equity of the building and other improvements located on the subject leased Premises, or to enter into negotiations for the sublease and/or assignment of the remaining lease term to the other entity, subject to the final approval of the Board.

10. LESSEE FINANCING

10.1 Right to Grant Mortgage. ___________________ shall have the right to grant a mortgage or otherwise hypothecate its leasehold estate and/or its interests or rights under this Lease Agreement, or any part thereof, together with its interest in any and all buildings, construction and improvements upon the Premises covered by this Lease Agreement then or thereafter existing.

10.2 Notice to Mortgagee. If at any time after the execution and recordation in the proper office of record for Natchitoches Parish, Louisiana, of any such mortgage, the mortgagee therein shall notice lessor in writing that any such mortgage has been so given and executed by the lessee, and shall at the same time in writing designate a person as its agent and representative for the purpose of receiving copies of notices, and furnish lessor with the address to which it desires copies of notices to be mailed. Lessor hereby agrees that it will thereafter either mail by United States registered or certified mail, postage prepaid, to the person designated by said mortgagee a duplicate copy of any and all notices in writing which lessor may, from time to time, give to or serve upon lessee pursuant to the terms and provisions of this Lease Agreement, and no such notice or demand to lessee shall be effective unless a copy is transmitted to the mortgagee.

10.3 Mortgagee’s Right to Cure Default. Lessor shall not terminate the Lease Agreement or lessee’s right of possession of the Premises for any default of lessee if, within a
period of ninety (90) days after the expiration of the period of time within which the lessee might cure the default, such default is cured by the mortgagee.

10.4 **Additional Rights of Mortgagee.** Mortgagee shall have the privilege of performing any of lessee’s covenants or of curing any defaults by lessee or of exercising any election, option or privilege conferred upon lessee by the terms of the Lease Agreement so as to prevent the forfeiture and termination of this Lease Agreement.

11. **WAIVER OF ULS’S LIEN**

11.1 **Waiver of Statutory Lien.** To the fullest extent allowed by law, ULS waives its statutory lien on all leasehold improvements and ____________________’s personal property situated in or upon the Premises. To the fullest extent allowed by law, ____________________ shall have the right to encumber all leasehold improvements and ____________________’s personal property situated in or upon the Premises.
THUS DONE AND SIGNED at __________________, Louisiana, on this ____ day of ______________, 2013, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES

____________________________________

____________________________________

______________________________

NOTARY PUBLIC
Print Name: ______________________
Notary ID Number: ____________

BOARD – ______________________

BY: _________________________

EXECUTIVE
THUS DONE AND SIGNED at ______________________, Louisiana, on this ____ day of _____________, 2013, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES

NORTHERN STATE UNIVERSITY

____________________________

BY: DR. RANDALL J. WEBB - President

NOTARY PUBLIC
Print Name: ______________________
Notary ID Number: ________________
June 14, 2013

Dr. Randall Webb  
Office of the President  
Northwestern State University  
175 Sam Sibley Drive  
Natchitoches, LA 71497  
e-mail: webb@nsula.edu

Re: Organizational Row Development and Lease Approval

Dear Dr. Webb:

In reference to your request to be placed on the agenda regarding the Tri Sigma Lease Agreement, I have spoken with Renee Lorio and the language included in the introductory letter might need to be changed slightly. It actually requires less information than that has been provided. Sigma Sigma Sigma entered into a lease with the University and Organizational Row. If you recall, the original approvals for these transactions were in April of 2007. The Board of Supervisors approved the standard format for an Organizational Row development lease and authorized you to proceed without Board approval, merely submitting the lease to Board staff and counsel for review.

In this matter Tri Sigma now wishes to transfer the lease to Theta Chi. Under the approved standardized lease, this is permitted. However, the lease provides that should a university wish to transfer during the term to another party, it must be approved by the Board. Given the language in the lease with Tri Sigma, the Board of Supervisors needs to receive your request to permit transfer of the property to an otherwise recognized entity.

I can assist in drafting a substitute letter to Dr. Sandra Woodley. You are not asking for the Board to “approve” the lease with Theta Chi because you do not need to ask them for that authority. You are asking is that they authorize and approve Tri Sigma transferring to Theta Chi the right to execute a lease. Once that approval is received, you can draw up a new lease with Theta Chi and can execute it without Board approval. Board, staff and counsel would review and you can complete the transaction. As an attachment, you can include the original standardized format lease.
I believe they still plan on having this on the June agenda item but the correction of the format and request would assist in a smoother transition. It will also allow the procedures to occur during the summer so that in the Fall everything will have been completed hopefully allowing Theta Chi access to the property for the Fall semester.

If you have any questions, please let me know.

Sincerely,

DECUIR, CLARK & ADAMS, L.L.P.

/s/Linda Law Clark
Linda Law Clark

cc: Ms. Renee Lorio e-mail: rlorio@uls.state.la.us
Ms. Dianne Irvine e-mail: dianne.irvine@uls.state.la.us
Item H.9. University of Louisiana at Monroe’s request for permission to lease 4407 Bon Aire Drive to the ULM Alumni Association.

EXECUTIVE SUMMARY

The University proposes to lease a piece of property owned by the University to the ULM Alumni Association. Louisiana Revised Statute 17:3361 permits the lease of university property to a non-profit organization to enhance the role, scope, and mission of the university.

The property that the University is proposing to lease is a small facility that was originally constructed as a residential house. The facility is located at 4407 Bon Aire Drive, Monroe, Louisiana. The facility is approximately 40 years old and has approximately 1,659 heated square feet. The location of this property adjoins ULM’s popular tailgating area “The Grove,” and is nearby Malone Football Stadium.

The University plans to lease this facility to the ULM Alumni Association for a term not to exceed five years, with annual rent of $1.00 per year.

ULM Alumni Association plans to make improvements to this facility to ensure that it remains an effective facility for fund-raising efforts. The ULM Alumni Association will perform all renovations, repairs, and improvements with private funds at no cost to the University. They may construct additional improvements on the site that would benefit the campus. Those improvements may include a pavilion area to host events, tailgating activities, etc. At termination of this lease agreement all improvements will be transferred to the University at no cost to the University.

The term of this Lease shall be for a period commencing on July 1, 2013, and will terminate on June 30, 2014. If mutually agreeable to both parties, this lease agreement shall automatically renew each year on July 1 for no more than four additional years.

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 Louisiana at Monroe’s request for permission to lease 4407 Bon Aire Drive to the ULM Alumni Association.
BE IT FURTHER RESOLVED, that University of Louisiana at Monroe 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 University of Louisiana at Monroe 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 University of Louisiana at Monroe.

AND FURTHER, that University of Louisiana at Monroe will provide the System office with copies of all final executed documents for Board files.
May 31, 2013

Dr. Sandra Woodley  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

RE: University of Louisiana at Monroe (ULM)  
Request to Lease 4407 Bon Aire Property to the ULM Alumni Association

Dear Dr. Woodley,

The University of Louisiana at Monroe is requesting permission to lease the 4407 Bon Aire Property to the ULM Alumni Association. This property includes a small facility currently owned by the University. Once the ULM Alumni Association leases this property from the University, they plan to renovate and improve the property. These renovations and improvements will benefit the University and the ULM Alumni Association.

I have enclosed a draft copy of the proposed lease, and a draft copy of an executive summary and proposed resolution. Please include ULM’s request for permission to lease the 4407 Bon Aire Drive property on the June 25, 2013 Board meeting agenda.

Should you have any questions or need further information please contact Jason Roubique, ULM Director of Facilities Management and EHS. Mr. Roubique may be reached by phone at 318-342-5171 or by email at roubique@ulm.edu. Thank you for your consideration of this request.

Sincerely,

Nick J. Bruno, Ph.D.

cc: Dr. William Graves, ULM Chief Business Officer  
Jason Roubique, ULM Director of Facilities Management and EHS  
Renee Lorio, UL System Facilities Planning Coordinator
LEASING AGREEMENT

DATE: July 1, 2013

Lessor. The Lessor is State of Louisiana / Board of Supervisors for University of Louisiana System.

Lessee. The Lessee is University of Louisiana at Monroe Alumni Association.

Lessor leases to Lessee, and Lessee leases from Lessor, the following property:

LOT IN LOT 25 SQ 4 EDGEWATER GARDENS ADDN BEG AT SE COR LOT 25, N ALONG E LINE LOT 25 225 FT, W 75 FT, S TO S LINE LOT 25, E ALONG N LINE BON AIR DR TO BEG -LESS LOT BK 1159-674, to include one house with 1,659 sq ft of living area, located at 4407 Bon Aire Drive, Monroe, LA 71209.

1. PROPERTY, ORIGINAL VALUE, TERM, AND USE. The building included in this lease (hereinafter called 4407 Bon Aire), and the original value, lease term, and use thereof shall be as set forth.

2. ANNUAL RENTAL. The Lessee shall pay the Lessor $1.00 per year. The lease term will begin on July 1, 2013 and will terminate on June 30, 2014. If mutually agreeable to both parties, this lease agreement shall automatically renew each year on July 1 for no more than four additional years. Payment shall be due no later than August 1 of each year. If either party does not wish to automatically renew this lease agreement, that party shall provide written notice to cancel this lease agreement, to the other party, at least thirty (30) calendar days prior to July 1.

3. OPERATING EXPENSES. The Lessor will pay all utilities, maintain the parking lot, building, furnish custodial service, etc.

4. INSPECTION. Lessee shall permit Lessor and its designees to inspect the building at reasonable times and intervals.

5. TAXES. Lessor shall pay all taxes and governmental charges imposed on property.

6. MAINTENANCE AND REPAIRS. Lessor shall maintain the building in good condition and shall make all necessary repairs and replacements. Title to all replacements shall vest in Lessor.

Payment. All repairs made necessary by accident shall be paid for by Lessee.

7. RENOVATIONS AND IMPROVEMENTS. Lessee may complete construction, renovation, and / or addition projects for this facility to improve this facility and property. Detailed plans, specifications, and as necessary construction drawings shall be approved by the
Lessor prior to the Lessee beginning any construction, renovation, or addition/improvement project. All work performed by the Lessee shall fully comply with all applicable building codes, rules, laws, statutes, ordinances, etc. Title to all renovations and improvements/additions made by the Lessee shall vest in Lessor.

8. RISKS AND INDEMNITY. Lessee shall indemnify and hold harmless the Lessor and Lessor's agents and employees from and against any damage, loss, theft, or destruction during the lease term, and any loss, damage, injury, claim, demand, cost and expense (including legal expense) arising out of or connected with the use, operation or condition of the Building during the lease term.

Each party shall promptly notify the other of any such loss, etc., of which he has knowledge. Lessee shall be entitled to participate in the defense of any such claim or demand.

9. USAGE. The Building shall be used and operated only in compliance with all governmental requirements and in support of the Lessor's mission.

10. TERMINATION.

By Lessor. The Lessor may terminate this lease at any time by providing written notice to the Lessee upon the occurrence of any of the following events of default; failure by the Lessee to pay Rental fees that are due or other sum then payable to Lessor hereunder and such failure continues for more than 10 days after Lessor has issued a demand notice for payment thereof; failure by the Lessee to perform any other provision of this lease to be performed by Lessee, or Lessee makes or suffers any voluntary or involuntary assignment of Lessee's interest in the Lot, or Lessee suffers any lien attachment or levy to become attached to the Building, unless such petition, assignment, appointment, lien, attachment or levy be withdrawn or nullified in 20 days.

11. INSURANCE. During the lease term, the Building shall be covered with the following insurance:

   Property Insurance (Fire and extended coverage of state owned contents only) actual cash value.

   Comprehensive General Liability. $1,000,000 total claim, one incident.

   a. Procurement and Payment. All such insurance shall be procured and pay for by Lessee.

   b. Other Insurance. Lessee shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to or in connection with Lessee's use of any Property and in turn to be reimbursed by the Lessor.

   c. Persons Protected, Insurers. All insurance referred to above shall protect, as their interests may appear, the Lessor, the Lessee, any other person having an interest in the Building if he so desires, and any person responsible for the use or operation of the Building.
d. Proceeds. Any insurance proceeds received by either party for any loss or casualty that has been made good by the other shall to that extent be paid to the other, unless such other is then in default with respect to any of his obligations hereunder and fails to cure such default.

12. FORCE MAJEURE AND NO CONSEQUENTIAL DAMAGES. Lessor shall not be liable for any failure in performing any provision hereof, due to fire or other casualty, labor difficulty, governmental restriction or any cause beyond Lessor's control. In no event restriction or any cause beyond Lessor's control. In no event shall Lessor be liable for any loss of profits, other consequential damages or inconvenience due to any theft, damage, loss, defect or failure of the Building or the time consumed in recovering, repairing, servicing or replacing the same, and there shall be no abatement or apportionment of the rental during such time.

13. ENTIRE AGREEMENT, LAW OF AGREEMENT, ASSIGNMENT AND SUBORDINATION. The lease constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the party to be charged.

This lease may not be assigned or the building subleased by Lessee without Lessor's prior written consent.

The parties intend this agreement to be executed in, and interpreted, construed and enforced in accordance with the laws of the State of Louisiana.

IN WITNESS WHEREOF, the parties have duly executed this lease this ______ day of __________________, 2013.

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

WITNESSES TO LESSOR'S SIGNATURE

____________________________

LESSOR:

BY: _________________________

TITLE: ULM PRESIDENT

WITNESSES TO LESSEE'S SIGNATURE

____________________________

LESSEE:

BY: _________________________

TITLE: PRESIDENT