AGENDA
FACILITIES PLANNING COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*10:40 a.m., Thursday, February 23, 2017**
Room 100, “Louisiana Purchase Room”
Claiborne Conference Center
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. Winfred Sibille, Chair
Mr. Shawn Murphy, Vice Chair
Mr. James Carter
Dr. John Condos
Ms. Pamela Egan
Mr. Mark Romero
Mr. Robert Shreve

A. Call to Order
B. Roll Call
C. Consent Agenda:

Board Agenda Item G.1.
Louisiana Tech University's request for approval to name the auditorium in Lomax Hall the "John D. Hoogland Auditorium."

Board Agenda Item G.2.
McNeese State University’s request for approval to enter into a Ground Lease Agreement with the McNeese State University Foundation to replace the artificial turf football field at Cowboy Stadium.

Board Agenda Item G.3.
University of Louisiana at Monroe’s request for approval to demolish the Anna Gray Noe Alumni Center located at 4400 Bon Aire Drive on the campus of the University.

Board Agenda Item G.4.
University of Louisiana at Monroe’s request for approval to demolish a storage building located at 4709A Bon Aire Drive on the campus of the University.

** Executive Session, pursuant to R.S. 42:17, may be required.
Facilities Planning Committee
February 23, 2017
Page 2

Board Agenda Item G.5.

University of Louisiana at Monroe’s request for approval to accept donation of two vacant lots located at 901 and 903 North McGuire from the University of Louisiana Monroe Facilities, Inc.

D. Discussion/Action:

Board Agenda Item G.6.

University of New Orleans’ request for approval to lease the University of New Orleans’ TAC Building located on UNO’s East Campus at 6601 Franklin Avenue in New Orleans, Louisiana to Educators for Quality Alternatives, Inc.

E. Other Business

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

FACILITIES PLANNING COMMITTEE

February 23, 2017

Item G.1. Louisiana Tech University’s request for approval to name the auditorium in Lomax Hall the “John D. Hoogland Auditorium.”

EXECUTIVE SUMMARY

The University requests approval to name the auditorium in Lomax Hall the “John D. Hoogland Auditorium” in honor of the late Mr. John D. Hoogland. Mr. Hoogland was a long-time farm manager at the Louisiana Tech University Farm. He excelled as a manager and provided strong instructional support for faculty and students. Actually residing on Tech Farm with his family, Mr. Hoogland dedicated much of his life to the service of Louisiana Tech University.

Mr. Hoogland joined Louisiana Tech University (then Louisiana Polytechnic Institute) as a Dairy Farmer 3 on November 15, 1944. In those days, all milking was done by hand, with the help of student workers. The processing facilities were located in Reese Hall and consisted of a vat processor, one half-pint glass filler, and a wooden butter churn. Mr. Hoogland worked closely with many students, teaching them the applied aspects of dairy production. In 1956, a dairy processing plant was constructed with facilities for processing fluid milk products, ice cream, cheese, butter, and other dairy products. Mr. Hoogland worked tirelessly to integrate the new facility into the dairy program. In 1975, he was promoted to Farm Research Supervisor 1. Prior to his retirement on June 30, 1977, Mr. Hoogland was instrumental in the transition to a new milk production facility. Completed in 1976, the facility included the most modern preparation, feeding, and milking parlor equipment available at the time.

See attached for further information.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request for approval to name the auditorium in Lomax Hall the “John D. Hoogland Auditorium.”
OFFICE OF THE PRESIDENT

February 2, 2017

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

Louisiana Tech University seeks approval from the University of Louisiana System to name the auditorium in Lomax Hall in honor of the late Mr. John D. Hoogland, who was a long time farm manager at the Louisiana Tech University Farm. Mr. Hoogland excelled as a manager and provided strong instructional support for faculty and students. Actually residing on Tech Farm with his family, Mr. Hoogland dedicated much of his life to the service of Louisiana Tech University.

Mr. Hoogland joined Louisiana Tech University (then Louisiana Polytechnic Institute) as a Dairy Farmer 3 on November 15, 1944. In those days, all milking was done by hand, with the help of student workers. The processing facilities were located in Reese Hall and consisted of a vat processor, one half pint glass filler, and a wooden butter churn. Mr. Hoogland worked closely with many students, teaching them the applied aspects of dairy production. In 1956, a dairy processing plant was constructed with facilities for processing fluid milk products, ice cream, cheese, butter, and other dairy products. Mr. Hoogland worked tirelessly to integrate the new facility into the dairy program. In 1975, Mr. Hoogland was promoted to Farm Research Supervisor I. Prior to his retirement on June 30, 1977, Mr. Hoogland was instrumental in the transition to a new milk production facility. Completed in 1976, the facility included the most modern preparation, feeding, and milking parlor equipment available at the time.

Mr. Hoogland worked and resided on Tech Farm in an era when much of the labor and instruction was done manually. During his career, he was involved in implementing many improvements in technology and practices that provided students with experiences that went far beyond the typical classroom.

To honor Mr. Hoogland's 33 year career on Tech Farm and his many contributions, Louisiana Tech University seeks approval to name the auditorium in Lomax Hall the John D. Hoogland Auditorium in his memory. It is very fitting that Lomax Hall is located on Louisiana Tech University's farm campus where Mr. Hoogland lived and worked during his career.

Your consideration of this request is appreciated.

Sincerely,

[Signature]

Leslie K. Guice
President

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BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2017

Item G.2. McNeese State University’s request for approval to enter into a Ground Lease Agreement with the McNeese State University Foundation to replace the artificial turf football field at Cowboy Stadium.

EXECUTIVE SUMMARY

McNeese State University’s artificial turf football field is in need of replacement. A long-time McNeese State University supporter has committed to donate the funds necessary to remove the existing turf, make necessary site improvements, and install new turf in time for the next football season. The donation and the cost of the project are estimated to be approximately $600,000.

To carry out the project, McNeese State University requests the Board, with and on behalf of the University, lease land to the McNeese State University Foundation. The Foundation would accept the donation and would enter into a contract with a turf manufacturer to remove the old turf and replace it with the new football turf. The Foundation would contract with all necessary engineers, consultants, testing labs, and contractors that may be necessary. Once the turf project is fully completed, the Foundation would donate the new turf to the University free and clear, and the lease would terminate.

McNeese State University requests permission to proceed with this project for the purpose described above. After the donation has been deposited with the Foundation, the lease will be executed.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for University of Louisiana System hereby approves McNeese State University’s request for approval to enter into a Ground Lease Agreement with the McNeese State University Foundation to replace the artificial turf football field at Cowboy Stadium.

BE IT FURTHER RESOLVED, that McNeese State University shall obtain final review from UL System staff and legal counsel to the Board, 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 and his or her designee are hereby authorized and directed to execute the act of donation described herein and any and all documents necessary in connection with the acceptance of the property donation described herein.

AND FURTHER, that McNeese State University will provide the System office with copies of all final executed documents for Board files.
February 1, 2017

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

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University’s request to enter into a land lease agreement with the McNeese State University Foundation to allow removal of old artificial turf and install new artificial turf on Cowboy Stadium field.

Please place on the ULS Board of Supervisors’ agenda for consideration and approval at the February 23, 2017 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Is
Enclosures
February 1, 2017

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

Dear Dr. Henderson:

McNeese State University is proposing to enter into a land lease agreement with the McNeese State University Foundation to allow removal of old artificial turf and to install new artificial turf on Cowboy Stadium field. A cash donation from a donor will be used to construct the facility. The McNeese State University Foundation will contract with all necessary engineers, consultants, testing labs and contractors that may be necessary.

The proposed lease (attached for reference) contains necessary insurance, bonding, and licensing requirements needed to ensure protection of the University. Upon completion of the installation, the McNeese State University Foundation will donate free and clear all improvements.

Permission is requested to enter into a land lease with the Foundation for the installation of the artificial turf.

Sincerely,

[Signature]

Philip C. Williams
President

Attachments:
Lease

Executive Summary
LEASE

STATE OF LOUISIANA
PARISH OF CALCASIEU

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, with and on behalf of McNEESE STATE UNIVERSITY represented herein by Dr. Philip Williams, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "LESSOR" and,

MCNEESE STATE UNIVERSITY FOUNDATION, a non-profit corporation, domiciled in Calcasieu Parish, Louisiana, with its address of Box 91989, Lake Charles, Louisiana 70609, represented herein by its duly authorized representative Richard H. Reid and Willie Mount, President of the McNeese State University Foundation.

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 thereunto 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 to install artificial turf and all required drainage at Cowboy Stadium. All excavation removal of soil and turf are the sole responsibility of the Tenant. Turf 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 March 1, 2017 and ending at midnight on the 30th day of September 2017 or at such time as donation of improvements is executed whichever occurs first.

**ARTICLE 3**

**RENT**

3.1 **Consideration.** In consideration of said lease, 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, repossession,
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 Richard H. Reid
        Vice President for Development/Foundation
        Box 91989
        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 reconduct 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 March 1, 2017.

[Signature Page Follows]
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 ____________, 2017.

WITNESSES:  

MCNEESE STATE UNIVERSITY FOUNDATION

__________________________

Richard H. Reid

__________________________

Willie Mount

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 Employer's Liability coverage. Exception: Employer's 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.
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2017

Item G.3. University of Louisiana at Monroe’s request for approval to demolish the Anna Gray Noe Alumni Center located at 4400 Bon Aire Drive on the campus of the University.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Anna Gray Noe Alumni Center located at 4400 Bon Aire Drive, Monroe, Louisiana. The demolition of this structure is recommended by the University of Louisiana at Monroe Administration. The building has been vacant since December of 2016 due to the HVAC systems not working. The building was built in 1974 and is no longer useful space. It is a one-story, wood frame structure that contains approximately 6,400 square feet of space. Future plans consist of a new building that could house the ULM Foundation and Alumni Association.

Please refer to the attached photos for a view of the building.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request to demolish the Anna Gray Noe Alumni Center located at 4400 Bon Aire Drive on the campus of the University.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
February 1, 2017

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

RE: University of Louisiana Monroe (ULM)  
Request to Approve Demolition of Anna Gray Noe Alumni Center  
February 23, 2017 ULS Board Meeting  

Dear Dr. Henderson:  

The University of Louisiana at Monroe is requesting approval to proceed with demolition of the Anna Gray Noe Alumni Center located at 4400 Bon Aire Drive, Monroe, LA 71209. The Building State ID number is 508885 and the site code is 8-37-007. The Anna Gray Noe Alumni Center is a one story wood frame structure that is approximately 6,400 SF. The building was built in 1974. Currently the building is unoccupied and has been cleaned out as the HVAC systems are not working and the building is in need of a new roof. The building is no longer useful space for the needs of the University as it contains a small banquet hall and only 4 offices with a large reception area.  

The demolition of this structure is recommended by the University of Louisiana at Monroe administration. I have enclosed an executive summary on the building for your review. Please include ULM’s request for approval on the February 23, 2017 Board meeting agenda.  

Should you have any questions or need further information, please contact Michael Davis, ULM Facilities Planning Officer. Mr. Davis may be reached by phone at 318-342-5171 or by email at mdavis@ulm.edu. Thank you for your consideration of this request.  

Sincerely,  

Nick J. Bruno, Ph.D.  
President  

cc: Dr. William Graves, ULM Chief Business Officer  
Michael Davis, ULM Facilities Planning Officer  
Bruce Janet, UL System Director of Internal and External Audit  
Mark Moses, Facilities Planning & Control Director  
Honorable Katrina Jackson, House District No. 16  
Honorable Francis Thompson, Senatorial District No. 34
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2017

Item G.4. University of Louisiana at Monroe’s request for approval to demolish a storage building located at 4709A Bon Aire Drive on the campus of the University.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish a storage building located at 4709A Bon Aire Drive, Monroe, Louisiana. The building is approximately 20 years old and was acquired by the University in 2005. The building is approximately 2,520 square feet and is constructed of wood frame with metal siding and a metal roof. The building leaks and is no longer a secure place to store anything of value. Modifications and repairs to the structure are not cost effective as this space is not conducive to anything other than storage.

Please refer to the attached photos for multiple views of the building.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request to demolish a storage building located at 4709A Bon Aire Drive on the campus of the University.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
February 1, 2017

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

RE: University of Louisiana at Monroe (ULM)
Request to Approve Demolition of 4709A Athletic Grounds Building
February 23, 2017 ULS Board Meeting

Dear Dr. Henderson:

The University of Louisiana at Monroe is requesting approval to proceed with demolition of an old storage building on campus with the state ID #S13817. The building has been cleaned out and is no longer in use. I have enclosed an executive summary providing detailed information on the building. Please include ULM's request for approval on the February 23, 2017 Board meeting agenda.

Should you have any questions or need further information, please contact Michael Davis, ULM Facilities Planning Officer. Mr. Davis may be reached by phone at 318-342-5171 or by email at mdavis@ulm.edu. Thank you for your consideration of this request.

Sincerely,

Nick J. Bruno, Ph.D.
President

cc: Dr. William Graves, ULM Chief Business Officer
    Michael Davis, ULM Facilities Planning Officer
    Bruce Janet, UL System Director of Internal and External Audit
    Mark Moses, Facilities Planning & Control Director
    Honorable Katrina Jackson, House District No. 16
    Honorable Francis Thompson, Senatorial District No. 34
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

February 23, 2017

Item G.5. University of Louisiana at Monroe’s request for approval to accept donation of two vacant lots located at 901 and 903 North McGuire from the University of Louisiana Monroe Facilities, Inc.

EXECUTIVE SUMMARY

University of Louisiana at Monroe is requesting Board approval to accept the donation of two vacant lots located at 901 and 903 North McGuire, Monroe, Louisiana, from the University of Louisiana Monroe Facilities, Inc. The lots are both .25 acres in size and valued at approximately $35,000 per lot.

A copy of the State of Louisiana Act of Donation form between ULM Facilities, Inc. and the University of Louisiana at Monroe for both properties are attached.

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 to accept donation of the property located at 901 and 903 North McGuire from the University of Louisiana Monroe Facilities, Inc.

BE IT FURTHER RESOLVED, that the University of Louisiana at Monroe shall obtain final review from UL System staff and legal counsel to the Board, 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 the University of Louisiana at Monroe and his or her designee are hereby authorized and directed to execute the act of donation described herein and any and all documents necessary in connection with the acceptance of the property donation described herein.

AND FURTHER, that the University of Louisiana at Monroe will provide the System office with copies of all final executed documents for Board files.
February 1, 2017

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

RE: University of Louisiana at Monroe (ULM)
Request to Approve Acceptance of Donation for the property located at 901 & 903 N. McGuire
February 23, 2016 ULS Board Meeting

Dear Dr. Henderson:

The University of Louisiana at Monroe is requesting approval to proceed with acceptance of an act of
donation for two vacant lots located at 901 and 903 North McGuire Ave., Monroe, LA 71209 from the
University of Louisiana Monroe Facilities, Inc. The lot was purchased by the Facilities Corporation in
April of 2016. I have enclosed an executive summary that provides more information about the
property. Please include ULM’s request for approval on the February 23, 2017 Board meeting agenda.

Should you have any questions or need further information, please contact Michael Davis, ULM Facilities
Planning Officer. Mr. Davis may be reached by phone at 318-342-5171 or by email at mdavis@ulm.edu.
Thank you for your consideration of this request.

Sincerely,

Nick J. Bruno, Ph.D.
President

cc: Dr. William Graves, ULM Chief Business Officer
    Michael Davis, ULM Facilities Planning Officer
    Bruce Janet, UL System Director of Internal and External Audit
    Chris Herring, BOR Assistant Commissioner for Facilities
STATE OF LOUISIANA
PARISH OF OUACHITA

ACT OF DONATION

BE IT KNOWN, that on the dates hereinafter set forth, before the undersigned Notaries Public, duly commissioned in and for their respective States and Parishes hereinafter named, and in the presence of the undersigned competent witnesses, personally came and appeared:

UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC., a Louisiana non-profit corporation domiciled in Ouachita Parish, Louisiana, whose mailing address is 700 University Avenue, Library Suite 623, Monroe, LA 71209-2000, herein represented by R. Scott McDonald, duly authorized pursuant to resolution of its board attached hereto, hereinafter referred to as “Grantor”,

who declared and acknowledged that in conjunction with its role as a support organization for University of Louisiana at Monroe, Grantor does hereby irrevocably give, grant, alienate, confirm and donate, inter vivos, in full ownership, unto:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana, whose mailing address is 1201 North Third Street, Suite 7-300, Baton Rouge, Louisiana 70802, acting herein on behalf of the University of Louisiana at Monroe, which Board is represented herein by Dr. Nick J. Bruno, University of Louisiana at Monroe President, hereinafter referred to as “Grantee”

Lot Seven (7) of Block Fifteen (15) of Cole Addition to the City of Monroe, Louisiana, as per plat in Plat Book 3, page 4, of the records of Ouachita Parish, Louisiana.

Municipal Address of Property: 903 North McGuire Avenue, Monroe, Louisiana 71201.

TO HAVE AND TO HOLD the above described property unto said Grantee, its successors and assigns, forever.

AND NOW, hereby personally appears Dr. Nick J. Bruno, in his capacity as President of University of Louisiana at Monroe, on behalf of the Board of Supervisors for the University of Louisiana System, who, in the presence of the undersigned witnesses and Notary accepts the said donation made unto the Board of Supervisors for the University of Louisiana System aforesaid and acknowledges due delivery and possession of the above described property so donated to it.
THUS DONE AND PASSED in the presence of the undersigned competent and attesting
witnesses who sign their names together with the said parties, and me, Notary, on this ______
day of _____________, 2017.

WITNESSES: GRANTOR

UNIVERSITY OF LOUISIANA MONROE
FACILITIES, INC.

Printed Name: ____________________________ By: R. Scott McDonald, President

Printed Name: ____________________________

Notary Public
Printed Name: Charles Herold
Notary ID No.: 16329
Commission Expires: At Death
STATE OF LOUISIANA

PARISH OF OUACHITA

THUS DONE AND PASSED in the presence of the undersigned competent and attesting witnesses who sign their names together with the said parties, and me, Notary, on this ______ day of ____________, 2017.

WITNESSES:

GRANTEE
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

By:
Dr. Nick J. Bruno, President
University of Louisiana at Monroe

_________________________
Printed Name:

_________________________
Printed Name:

_________________________
Notary Public
Printed Name: Charles Herold
Notary ID No.: 16329
Commission Expires: At Death
CERTIFICATE OF THE SECRETARY OF
UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC.

BE IT KNOWN, that on this ______ day of ________________, 2017, before me, the undersigned Notary Public, duly commissioned and qualified to act as such personally came and appeared, University of Louisiana Monroe Facilities, Inc., a Louisiana non-profit corporation, who stated the following is a true and correct copy of a resolution unanimously adopted by a specially called and legally convened meeting of the Board of Directors of said corporation held on the ______ day of ________________, 2017.

BE IT RESOLVED that R. Scott McDonald, President, is hereby authorized and empowered for and on behalf of this corporation to donate Lot Seven (7) of Block Fifteen (15) of Cole Addition to the City of Monroe, Louisiana, as per plat in Plat Book 3, page 4, of the records of Ouachita Parish, Louisiana, to the Board of Supervisors for the University of Louisiana System.

BE IT FURTHER RESOLVED that R. Scott McDonald, President, is hereby fully authorized and empowered to execute any and all documents, containing such terms and conditions as may be necessary to carry out the intent of this resolution.

As Secretary of this corporation, the undersigned does hereby certify that the above and foregoing is a true and correct copy of the resolution mentioned and passed in the preamble to this instrument and that said resolution has not been canceled or rescinded.

WITNESS my hand, as the Official Act of this Corporation on this ______ day of ________________, 2017.

________________________
Secretary
Printed Name: Dan Robertson

SWORN TO AND SUBSCRIBED before me, Notary Public, on this ______ day of ________________, 2017.

________________________
Notary Public
Printed Name: Charles Herold
Notary ID No.: 16329
Commission Expires: At Death
Discussion/Action
Item G.6. University of New Orleans’ request for approval to lease the University of New Orleans’ TAC Building located on UNO’s East Campus at 6601 Franklin Avenue in New Orleans, Louisiana to Educators for Quality Alternatives, Inc.

EXECUTIVE SUMMARY

The University has experienced a decline in enrollment over the past several years that has resulted in excess and underutilized space on campus. At the same time, declining tuition dollars and state appropriations have created a need to identify new revenue streams to offset these financial shortfalls. As a result, the University is requesting Board approval to lease property located at 6601 Franklin Avenue in New Orleans, approximately a half mile from the University’s main campus.

The property, known as The Athletic Center (TAC) Building, will be leased, in accordance with Louisiana law, to Educators for Quality Alternatives, Inc. for the operation of the NET Charter High School. This lease will be for a 36-month period, beginning June 1, 2017 and ending on May 31, 2020, with no renewal options. This school will serve as a feeder high school to the University. With a location on the University’s east campus, the high school students will receive great exposure to UNO.

This site contains approximately 3.916 acres and is improved with a one-story, 16,375-square-foot building (with detached mechanical building). The University first occupied the building in 1970 and through the years it has served a variety of functions. The building contains office, classroom, and computer lab space (floor plan attached).

This lease will be made for an annual rent of $253,050 ($14.00 per square foot), payable in a monthly amount of $21,087.50 due on the first day of each month, to the University. The University has agreed that, in the event the Lessee’s charter status is revoked by the state prior to the end of the lease term, the Lessee shall have the option to terminate the lease upon 60 days’ written notice by certified mail.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval to lease the University of New Orleans' TAC Building located on UNO's East Campus at 6601 Franklin Avenue in New Orleans, Louisiana to Educators for Quality Alternatives, Inc.

BE IT FURTHER RESOLVED, that the University of New Orleans shall obtain final review from UL System staff and legal counsel to the Board, 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 the University of New Orleans and his or her designee are hereby designated and authorized to execute any and all documents necessary to execute said lease.

AND FURTHER, that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
January 26, 2017

Dr. James B. Henderson
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: Lease of the University of New Orleans TAC Building

Dear Dr. Henderson,

I am requesting approval to lease property located at 6601 Franklin Avenue in New Orleans, approximately one half mile from the University’s main campus. This property, known as The Athletic Center (TAC) Building, will be leased to Educators for Quality Alternatives, Inc. in accordance with Louisiana law. This lease will be for a thirty-six month period, beginning June 1, 2017 and ending on May 31, 2020 with no renewal options.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President
CONTRACT OF LEASE

STATE OF LOUISIANA
PARISH OF ORLEANS

THIS AGREEMENT effective as of the 1st day of June 2017, by and between:

The Board of Supervisors for the University of Louisiana System with and on behalf of the University of New Orleans, hereinafter referred to as “Lessor”; and

Educators for Quality Alternatives, Inc., hereinafter referred to as “Lessee” appearing herein through its duly authorized representative pursuant to authority granted by the organization; provides as follows:

WITNESSETH:

Lessor owns a tract of property with improvements located at 6601 Franklin Avenue, New Orleans, LA 70122, hereinafter referred to as “Lessor’s Tract”, and Lessee wishes to lease said property. Therefore, the parties enter into this agreement on the following terms and conditions:

1. **PREMISES.** Lessor agrees to lease and does hereby lease to Lessee and Lessee does hereby agree to lease and does hereby lease from Lessor, delivery of possession of which is hereby acknowledged, Lessor’s Tract, hereinafter referred to as the “Leased Premises”. The Leased Premises shall consist of the University of New Orleans’ Athletic Center (“TAC Building”), an improvement located on Lessor’s Tract, totaling approximately 18,075 usable square feet, as shown on the diagram attached as Exhibit A hereto. The grounds surrounding the TAC Building are also included in the Leased premises as shown on Exhibit B.

2. **TERM.** This lease is made for a thirty-six (36) month period, beginning the 1st day of June 2017 and ending on the 31st day of May 2020.

3. **EARLY TERMINATION.** Notwithstanding any other provision of this lease, the Lessor and Lessee agree that in the event the Lessee’s charter status is revoked by the state prior to the end of the lease term, the Lessee shall have the option to terminate the lease upon sixty (60) days written notice by certified mail.

4. **RENT.** This lease is made for an annual rent of $14.00 per square foot, payable in a monthly amount of TWENTY ONE THOUSAND EIGHTY-SEVEN AND 50/100 DOLLARS ($21,087.50) due on the first day of each month, in advance, to Lessor, at Lessor’s permanent mailing address shown above. Lease price is inclusive of electrical, water, gas, taxes, property insurance, flood insurance, basic ongoing repairs, A/C & heating systems, lawn care, pest control (including termite), fire system maintenance and waste management.

5. **PARKING LOTS.** Lessee will have the exclusive right to the parking areas in
front (west side approximately 65 spaces) and adjacent (north side approximately 31 spaces and 3 handicap spaces) to the TAC Building. Lessee will use its best efforts to prevent its employees, students and invitees from loitering in the parking lots. The Lessee is allowed to erect/install such temporary objects as a moveable basketball goal or plant boxes in the parking lot. Lessee shall use its best efforts to cause its employees, students and invitees to keep the parking lots in good condition and free of litter and trash. **USE OF PREMISES.** Lessee may use the Leased Premises only for classroom and office space. Lessee shall not cause or permit any hazardous or toxic substances to be present on or about Leased Premises. However, materials and substances required to conduct the construction course are permitted as long as (1) the materials and substances are used by or in the presence of a qualified teacher, and (2) safety measures and guidelines are in place and followed. Lessee shall not make any use of Leased Premises in violation of any statutes, ordinances, or laws and shall not permit any contamination or pollution on or about the premises or increase the fire or insurance hazard by any use thereof.

6. **REPAIRS, UPKEEP AND MAINTENANCE.** Lessee shall keep the Leased Premises in as good condition as they were in when received, caring for them as a prudent administrator would care for his own property.

Lessor shall be responsible for all ordinary upkeep, maintenance, and repairs to the Leased Premises arising from use of the premises except those repairs which are necessitated in whole or in part by the fault or neglect of Lessee. Lessor shall select the contractor to perform any such upkeep, maintenance, and repairs. Lessor shall be responsible for extraordinary repairs to the structure and roof of the building except those repairs which are necessitated in whole or in part by the fault or neglect of Lessee.

Lessee shall provide, install and pay all costs and expenses associated with equipment he may need to conduct his business and operations from the Leased Premises.

At the termination of this lease, by expiration of the term or otherwise, Lessee shall return Leased Premises in as good an order as they were when received, free from any contamination or pollution.

7. **CONTAMINATION OR POLLUTION.** Lessee and their employees shall use their best efforts to keep Leased Premises free from any and all contamination and pollution, whether resulting from any overfill, discharge, spill, or other release of toxic or hazardous substances or otherwise. Lessee agrees to notify Lessor immediately of any and all contamination or pollution on or about Leased Premises, including but not limited to, notice of any and all overfills, spills, discharges, or other releases of petroleum products on or about Leased Premises irrespective of the cause of such.

Lessee and their employees shall conform to any and all federal, state, or local laws or ordinances concerning the storage, handling, transportation, sale, or distribution of all hazardous or toxic substances and shall use their best effort to cause their students and invitees to conform thereto, and Lessee will save and hold Lessor harmless for any charge or liability resulting from same. Lessee shall promptly reimburse Lessor for Lessee’s pro rata share of any costs, charges or assessments related to any environmental monitoring by any governmental entity or regulatory authority, which shall be considered as additional rent.

8. **RENOVATIONS, ALTERATIONS AND IMPROVEMENTS.** Lessee
shall not construct any improvements on or make any renovations or alterations to the Leased Premises without first obtaining the written consent of Lessor. All such renovations, alterations, and improvements constructed by Lessee shall become the property of Lessor upon expiration or termination of this lease unless Lessor requires removal of all or part of such improvements by Lessee, in which event such improvements as may be designated by Lessor shall be removed by Lessee, at Lessee’s expense, within thirty (30) days of the expiration or termination of this lease. Damages, if any, caused by such removal shall be repaired at Lessee’s expense.

Any and all installations, improvements or other work performed by or for Lessee to the Leased Premises shall, upon termination of this lease, become property of the Lessor.

Prior to the commencement of any of the renovations, alterations, or improvements described herein above, Lessee shall promptly notify Lessor, in writing, of all construction work being undertaken or planned, the costs and expenses thereof, all purchase orders or agreements therefore, and the dates upon which Lessee shall pay such costs and expenses. Upon request by Lessor, Lessee shall promptly furnish Lessor with copies of all such documents. All renovations, alterations, or improvements shall be done in a thoroughly workmanlike manner and at the sole cost and expense of Lessee, all of which costs and expenses shall be promptly and timely paid by Lessee.

9. **BONDING OUT LIENS.** In the event Lessee makes any renovations, alterations, or improvements as provided herein, and a laborer’s or material man’s lien is filed against Leased Premises or any part thereof as a result of said renovations, alterations or improvements, Lessee shall promptly deposit with the recorder of mortgages of Orleans Parish, Louisiana, a bond guaranteeing payment of said lien in accordance with Louisiana Revised Statute 9:4835, as amended.

10. **ASSIGNMENT AND SUBLEASE.** Lessee shall have the right to sublease and/or assign a portion of the property with written permission of the Lessor.

11. **INSURANCE.** Lessor shall obtain and maintain fire and extended coverage insurance on Leased Premises and such insurance shall be for the sole benefit of Lessor. All proceeds, payments, and rights to proceeds and payments made by an insurer pursuant to said policies are payable only to Lessor and Lessee shall not be a beneficiary of said policies. Any insurance payments or proceeds shall be used to repair and restore, to the extent possible, the Leased Premises to their pre-damage condition; however, Lessor shall not be obligated to make repairs to the extent that the cost of such repairs exceeds the amount of the insurance payments or proceeds actually received. Should the Lessor decide not to make repairs due to the costs exceeding the amount of insurance payments or proceeds actually received, the lease shall be terminated.

Lessee shall, at their own cost and expense, obtain and maintain such other insurance as it deems desirable on the property and improvements of Lessee located on or about the Leased Premises. Lessee shall, at all times during the term of this lease, at their own cost and expense, fully protect themselves and Lessor against loss or liability by carrying Workers’ Compensation and public liability insurance with responsible insurance companies authorized to do business in Louisiana, insuring against all hazards and risks to which they may be subjected in connection with their operations on the Leased Premises. Lessor shall be named as an additional insured. Without limiting the generality of the foregoing:
a) Lessee shall carry an Employer's Liability and Workers' Compensation Liability Insurance policy for full coverage and protection against liability to employees.

b) Lessee shall secure and keep in force, during the performance of the operations on the Leased Premises, such public liability and property damage insurance as shall protect them and the Lessor from any and all claims for personal injury, including death, as well as claims for property damage, which may arise from Lessee's operations on the Leased Premises. The amount of such public liability insurance shall not be less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) for injuries, including death, to any one person, and not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) as the result of any one accident. General liability insurance for property damage shall be in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) for any one accident.

c) Lessee shall include all sub-lessees and/or all contractors as insureds under its policies OR shall be responsible for verifying and maintaining certificates provided by each sub-lessee or contractor confirming the same level of coverage required for Lessee. The Lessor reserves the right to request copies of sub-lessee's certificates at any time.

Prior to or subsequent to the commencement of this Contract of Lease, Lessee, upon demand by Lessor, shall furnish certificates of all insurance policies required in connection with this agreement as aforesaid, which policies shall be issued to Lessee and/or Lessor, as their interests may appear, together with certificates certifying to Lessor that all said insurance is in force and that said insurance will not be canceled or otherwise changed or modified during the term of this agreement without notifying Lessor in writing at least thirty (30) days in advance of such cancellation.

Should Lessee's insurance be cancelled for any reason, Lessor has the non-exclusive option, but not the obligation, of obtaining insurance coverage for the benefit of Lessee, the cost of which Lessee must pay and reimburse Lessor promptly upon demand as additional rent.

12. DESTRUCTION OF PREMISES. If the Leased Premises shall be destroyed or damaged by casualty (fire, flooding or otherwise unexpected, sudden, or unusual event) during the term of this lease, the Lessor shall restore the Leased Premises to substantially its former condition as promptly as is reasonably possible, the cost of which is limited to insurance payments or proceeds actually received as provided above. During any period in which Lessee is unable to occupy the premises on account of such damage, the rent due under this lease for said period shall be abated. In case the damage by casualty substantially reduces the use of the Leased Premises by the Lessee, but does not wholly prevent the reasonable use thereof, then, in such case, the rents due under this lease shall be abated in proportion to the diminished utility of the Leased Premises.

13. INDEMNITY. Lessee's assuming possession of the Leased Premises
constitutes an admission that Lessee has examined them and found them in good and safe condition at that moment. Lessee agrees to hold Lessor harmless from any and all responsibility whatsoever for any and all liability for loss, injuries, or damages caused to Lessee or others by any vice or defect of the Leased Premises caused in whole or in part by any act or omission by Lessee. Lessee expressly assumes all such liability, and Lessee agrees to indemnify and to hold Lessor harmless from any loss, injury, or damage (including costs and reasonable attorney’s fees) to any person or persons whomsoever, other than employees or invitees of Lessor, or to the property of any persons whomsoever arising out of the occupancy or use of the Leased Premises.

14. **AMUSEMENT DEVICES AND VENDING MACHINES.** Lessee shall not maintain or otherwise allow any currency, coin or token operated amusement devices or video games on or about the Leased Premises. Lessee shall not maintain or otherwise allow any type of vending machine on or about the Leased Premises without Lessor’s prior consent.

15. **IMAGE REQUIREMENT.** Lessee shall keep the Leased Premise in a clean and orderly condition to the satisfaction of Lessor. Lessee shall not make use of outdoor signage without Lessor’s prior consent which shall not be unreasonably withheld. Lessee shall keep the Leased Premises in accordance with the image standards required by Lessor.

16. **INSPECTION OF LEASED PREMISES AND OTHER.** The Lessor and his agents shall have the right, but not the obligation, to enter upon and inspect all parts of the Leased Premises at any reasonable time for any lawful purpose; provided, however, that the foregoing shall be done without substantial interruption to or interference with the business being transacted therein. Lessor may place any signs or markings on or about the Leased Premises relating to the leasing, sale or other disposition of the Leased Premises or any part thereof. Lessor shall also be entitled to allow others to inspect the Leased Premises in the event of any prospective lease, sale or other disposition of the Leased Premises or any part thereof.

17. **DEFAULT.** At the option of Lessor, the rent for the unexpired term of this lease shall become due if any of the following listed events occur and Lessee fails to remedy same after having been given ten (10) days prior written notice at the addresses herein designated:

(a) If Lessee fails to pay any installment of rent, additional rent or expenses assumed by Lessee in this lease promptly, as stipulated.

(b) If Lessee is adjudicated as bankrupt.

(c) If Lessee fails to comply with any of the provisions and/or conditions contained herein.

(d) If the Leased Premises are abandoned or cease to be actively occupied and used for business purposes for a period in excess of thirty (30) days.

(e) If any lien, privilege or other encumbrance is imposed or is filed against Leased Premises or any portion thereof as a result of any act or omission by Lessee.
If any event listed above occurs, Lessor shall have the further options to cancel this lease immediately, or proceed for past due installments of rent only, reserving the right to proceed for remaining installments later.

If Lessee fails or refuses to permit Lessor to reenter the premises, Lessor shall have the right to evict Lessee in accordance with the provisions of Louisiana law, without forfeiting any of Lessor’s rights under this lease. Failure to strictly and promptly enforce any of the conditions of this lease shall not operate as a waiver of Lessor’s rights hereunder.

18. **ATTORNEY’S FEES.** In the event it should become necessary for Lessor to take any action to enforce any of the terms, covenants, conditions or provisions of this lease, or to recover any of the amounts due hereunder, except to collect rent or additional rent, Lessee shall pay all costs and expenses thereof, including reasonable fees of any attorney engaged by Lessor or Lessee in connection therewith. On claims by Lessor to collect rent or additional rent, Lessee shall pay Lessor’s costs and attorney’s fees if Lessor prevails as to any portion of such a claim. Should Lessee fail to pay any sums due to Lessor under this lease, such sums shall bear interest at the rate of twelve percent (12%) per annum from date due until paid.

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

To Lessor: University of New Orleans
Office of Auxiliary Services
University Center, Room 116
2000 Lakeshore Drive
New Orleans, LA 70148

To Lessee: Educators for Quality Alternatives, Inc.
UNO TAC Building
6601 Franklin Avenue
New Orleans, LA 70122

20. **ENTIRE AGREEMENT, ETC.** This Agreement contains the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing signed by the parties hereto, and shall be binding upon and inure to the benefit of its successors and assigns of the respective parties. Time is of the essence to this agreement and the performance of all of the obligations herein. This agreement shall be governed under the laws of the State of Louisiana.

21. **WAIVER.** The waiver by Lessor of any breach of any term, covenant, condition or provision herein contained shall not be deemed to be a waiver of such term, covenant, condition or provision with respect to any preceding or subsequent breach of the same or any other term, covenant, condition or provision hereunder.

No term, covenant, condition or provision of this lease shall be deemed to have been waived by Lessor, unless such waiver is in writing by Lessor.
22. **HOLDOVER BY LESSEE.** If Lessee shall not immediately surrender possession of the Leased Premises upon the expiration of this lease, Lessee, at the option of Lessor, shall thereafter become a lessee from month-to-month at a monthly rental equal to one and one-tenth times the previous month’s rent installment, subject to all other conditions, provisions, and obligations of this lease insofar as the same are applicable to a month-to-month tenancy, and Lessee shall indemnify Lessor against loss or liability resulting from Lessee’s delay in so surrendering the Leased Premises including, but not limited to, reasonable attorney’s fees and any claim made by a succeeding Lessee founded on such delay.

23. **LESSOR’S RIGHT TO CURE DEFAULTS.** Lessor, at any time and without notice, may, but shall not be obligated to, cure any default by Lessee of any of Lessee’s obligations under this lease; and whenever Lessor so elects, all costs and expenses incurred by Lessor in curing any default, including, but not limited to, reasonable attorney’s fees, together with interest on the amount of costs and expenses so incurred at the legal rate, shall be paid by Lessee to Lessor on demand, and shall be recoverable as additional rent.

24. **COMPLIANCE WITH RULES AND REGULATIONS.** Lessee and Lessee’s employees, agents, and visitors shall observe and comply with the Rules and Regulations that are annexed hereto and made a part hereof as Exhibit C and all other reasonable rules and regulations that Lessor may from time to time adopt. Additional rules and regulations will not be binding on Lessee until Lessor has given Lessee notice of said rules and regulations.

IN WITNESS WHEREOF, this instrument is executed in multiple originals effective the day, month and year first above written, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereunder.

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**WITNESSES TO LESSOR:**

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**UNIVERSITY OF NEW ORLEANS**

By: _______________________________

John W. Nicklow, PhD, PE, PH, DWRE
President

---

**EDUCATORS FOR QUALITY ALTERNATIVES, INC.**

By: _______________________________

Elizabeth Ostberg,
Executive Director