

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**February 28, 2020**

**Item H.1.**      **Louisiana Tech University's** request for approval to advertise and auction for the sale of the building and land located at 800 West Alabama in Ruston, Louisiana.

**EXECUTIVE SUMMARY**

The University is requesting approval to advertise and auction for the sale of the building and land located at 800 West Alabama in Ruston, Louisiana. In 2017, Louisiana Tech University acquired a 6,808-square-foot building located at 800 West Alabama. This facility was designed by two faculty of the Louisiana Tech University School of Art and Architecture for use as a residence of a student attending the University. The land area involved is 1.002 acres and is situated across the street to University property.

Due to maintenance requirements of the unique design and limitations on parking, the University believes it is best to sell this facility and use proceeds for other capital improvements that will have a more substantive benefit to the University mission.

Utilizing procedures outlined in the Board's Immovable Property Policy, Louisiana Tech University proposes to sell to the highest bidder at a public auction for a value no less than the appraised value of \$500,000. Per Board policy, proceeds shall be used for capital improvements or other infrastructure needs at the University.

Following approval of the Board, Louisiana Tech University will request permission from both the House and Senate Natural Resources Committee to permit the sale.

**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, on behalf of Louisiana Tech University, approve the sale of immovable property located at 800 West Alabama in Ruston, Louisiana.

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

***BE IT FURTHER RESOLVED***, that the President of Louisiana Tech University and his or her designee are hereby designated and authorized to execute any and all documents associated with said sale by the University of Louisiana System on behalf of and for the use of Louisiana Tech University.

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



# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

February 3, 2020

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

The attached is a request to approve the sale of a 6,808 square foot building located at 800 West Alabama Avenue, Ruston, Louisiana.

This facility was designed by two faculty of the Louisiana Tech University School of Art and Architecture for use as a residence of a student attending the University. The land area involved is 1.002 acres and is situated across the street to University Property.

Your approval is requested.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

mol  
Attachments



# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

January 10, 2020

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

In 2017, Louisiana Tech University acquired a 6,808 square foot building located at 800 West Alabama. This facility was designed by two faculty of the Louisiana Tech University School of Art and Architecture for use as a residence of a student attending the University. The land area involved is 1.002 acres and is situated across the street to University property.

The construction, design and features are unique and not duplicated in the community. A MAI appraisal dated September 25, 2019 assigns a value of \$500,000. We believe this value is artificially low because of the difficulty of assigning a value to the unique design features of the building.

Due to maintenance requirements of the unique design and limitations on parking, the University believes it is best to sell this facility and use proceeds for other capital improvements that will have a more substantive benefit to the University mission.

Utilizing procedures outlined in Board Immovable Property Policy, Tech University proposes to sell at highest bidder at a public auction for a value no less than the appraised value. Per Board policy proceeds shall be used for capital improvements or other infrastructure needs at Louisiana Tech.

Following approval of the Board, Louisiana Tech University is requesting permission to request from both the House and senate Natural Resources Committee approval of the sale. All related documents shall be subject to review and approval by Board Staff and Legal Counsel as required for administrative review and legal transfer. The University further requests that the President of Louisiana Tech be authorized to execute said documents on behalf of the Board of Supervisors necessary to complete the exchange.

Sincerely,

A handwritten signature in blue ink, reading "Leslie K. Guice".

Leslie K. Guice  
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**February 28, 2020**

**Item H.2.**      **Louisiana Tech University's** request for approval to enter a Facilities Lease with the Louisiana Tech University Foundation, Inc. for the construction of a 6,250-square-foot open structure for research, instruction, and field training in trenchless technologies on the South Campus.

**EXECUTIVE SUMMARY**

The University is requesting approval to enter a Facilities Lease with the Louisiana Tech University Foundation, Inc. There does not exist a specialized facility in this region dedicated to workforce development, professional development, undergraduate and graduate education, and instructor training in trenchless technology. Louisiana Tech Trenchless Technology Center has worked with industry, designers, clients, and leading educators to develop plans and specifications to construct a facility to meet the unique requirements for trenchless technology education.

The Foundation has secured funding for the construction of the facility and at the termination of the lease all improvements will be donated to the University free and clear of all debt. Construction cost is estimated to be less than \$250,000. The structure is an open canopy with no walls, and there is a special slab for testing equipment.

The lease will terminate on the earlier of December 31, 2020 or at such time as a donation of improvements is executed.

**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, on behalf of Louisiana Tech University, agrees to enter into a Facilities Lease with the Louisiana Tech University Foundation, Inc. for the construction of a 6,250-square-foot open structure for research, instruction, and field training in trenchless technologies on the South Campus.

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

***BE IT FURTHER RESOLVED***, that the President of Louisiana Tech University and his or her designee are hereby designated and authorized to execute any and all documents associated with said Facilities Lease by the University of Louisiana System on behalf of and for the use of Louisiana Tech University.

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



H2

# LOUISIANA TECH UNIVERSITY

RECEIVED

OFFICE OF THE PRESIDENT

January 31, 2019

FEB 04 2019  
UNIVERSITY OF  
LOUISIANA SYSTEM

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

Louisiana Tech University is requesting permission to enter a ground-facility lease to the Louisiana Tech University Foundation on the South Campus for the construction of a 6,250 square foot open structure for research, instruction and field training in trenchless technologies.

There does not exist a specialized facility in this region dedicated to work force development, professional development, undergraduate and graduate education and instructor training in trenchless technology. Louisiana Tech Trenchless Technology Center has worked with industry, designers, clients and leading educators to develop plans and specifications to construct a facility to meet the unique requirements for trenchless technology education.

The Louisiana Tech University Foundation has raised funds needed for construction and designs are complete for the construction of the facility. The construction cost is estimated to be less than \$250,000.

Upon completion of construction, the improvements will be donated to Louisiana Tech University free and clear of all debt. Louisiana Tech is further requesting permission to accept donation from the Foundation of the improvements upon completion of construction and clearance to occupy the space. All requests herein are subject to document review and approval of System staff and counsel.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

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AN EQUAL OPPORTUNITY UNIVERSITY

## LEASE

STATE OF LOUISIANA

PARISH OF LINCOLN

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM  
with and on behalf of LOUISIANA TECH UNIVERSITY represented herein by Dr.  
Leslie K. Guice, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "LESSOR" and,

LOUISIANA TECH UNIVERSITY FOUNDATION, INC., a non-profit corporation,  
domiciled in Lincoln Parish, Louisiana, with its address of P.O. Box 3183, Tech Station,  
Ruston, Louisiana 71272, represented herein by Louisiana Tech University Foundation  
Board President Bill Hogan,

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 Lincoln Parish, Louisiana, to-wit: all of the property described as area behind Louisiana Trenchless Technology Center, as depicted in Exhibit A, on the Louisiana Tech University Campus, Ruston, Louisiana;



hereinafter referred to as the "Leased Property". Site shall include only the construction site itself and not any building or other common areas not needed for support of the construction. Tenant shall be provided access through Lessor's property to the leased site in order to make improvements to the site.

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 terms, provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as the or this "Lease".

1.4 Purpose. The sole purpose for which Tenant is leasing the Leased Property and for which Lessor is granting this Lease is for Tenant to use the Leased Property described in 1.1 to construct a 6,250 square foot open structure for research, instruction and field training in trenchless technologies. Louisiana Tech must approve all plans and specifications prior to commencement of work.

## ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing on March 2, 2020, and ending at midnight on the 31st day of December, 2020, or at such time as donation of improvement is executed, whichever occurs first.

## ARTICLE 3 RENT

3.1 Consideration. In consideration of said lease, Tenant agrees to construct a 6,250 square foot open structure for research, instruction and field training in trenchless technologies., 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. Upon completion of each project, Tenant shall donate or execute any document(s) 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 until donated by Tenant.

## ARTICLE 8 INSURANCE

8.0 Insurance by Lessor. After construction of the facility, Lessor shall at Lessor's sole cost insure said improvements under Lessor's property insurance policy with the State of Louisiana Office of Risk Management.

8.1 Insurance by Tenant. During construction of the improvements, 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. Tenant may meet these conditions by requiring Contractor to maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. If Tenant contracts with multiple contractors, each individual contractor will have to comply with the insurance provisions. Contractor's insurance shall name both Tenant and Lessor as insureds.

Tenant or Tenant's Contractor shall provide proof of clear lien and shall provide payment and performance bonds in the value of each individual contract. If provided by Contractor, Bonds shall be made in favor of both Tenant and Lessor.

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 wavier 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 or Contractor.

## 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 Sam Wallace  
Associate Vice President for Administration and Facilities  
P.O. Box 3151  
Ruston, LA 71272

Tenant: c/o Brooks A Hull  
Vice President University Advancement  
P.O. Box 3183  
Ruston, LA 71272

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be

notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

#### ARTICLE 14 SURRENDER OF POSSESSION

14.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, 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 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, 2020.

**Signature Page:**

**Lease Agreement between Louisiana Tech University and Louisiana Tech University.**

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**WITNESSES:**

**LOUISIANA TECH UNIVERSITY  
FOUNDATION, INC.**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
**Bill Hogan**

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**WITNESSES:**

**LOUISIANA TECH UNIVERSITY**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
**Dr. Leslie K. Guice**



## EXHIBIT B

### INSURANCE REQUIREMENTS FOR CONTRACTORS

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

#### A. MINIMUM SCOPE AND LIMITS OF INSURANCE

##### 1. Workers Compensation

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

##### 2. Commercial General Liability

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

##### 3. Automobile Liability

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

#### B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

#### C. OTHER INSURANCE PROVISIONS

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

##### 1. Commercial General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

##### 2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:  
  
State of Louisiana  
Agency Name, Its Officers, Agents, Employees and Volunteers  
Address, City, State, Zip  
Project or Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated.

Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

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

**G. WORKERS COMPENSATION INDEMNITY**

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

**H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**February 28, 2020**

- Item H.3.**     **Louisiana Tech University's** request for approval for the execution of leases between the Board, on behalf of the University, and Innovative Student Facilities Inc., a private 501(c)(3) non-profit corporation, in connection with the lease and lease-back of a portion of the University's campus to finance cost of the development, design, construction, renovation, installation, and equipping of energy efficiency facilities.

**EXECUTIVE SUMMARY**

The University is seeking the approval of the Board of Supervisors for the execution of leases with Innovative Student Facilities, Inc. in connection with the development, design, construction, installation, and equipping of certain energy efficiency facilities on the campus of the University. The project will include replacing certain lighting in and around the Thomas Assembly Center with energy efficient lighting retrofits and will include the replacement of chillers and boilers in the Co-Generation Plant (the "Project").

The University, through Innovative Student Facilities, Inc., proposes to use proceeds of a loan from the Louisiana Public Facilities Authority to the Corporation to finance the Project, represented through one or more promissory notes. The total principal amount of the Notes is expected to be approximately \$1,730,615, which will be sufficient to pay Project costs and pay the costs of issuance of the Notes. The net interest cost of the transaction is expected to be approximately 2.0%.

The land and the existing improvements thereon will be leased to Innovative Student Facilities, Inc. by the Board, on behalf of the University, pursuant to the Ground Lease Agreement. Innovative Student Facilities, Inc. will complete the Project and lease the completed Project back to the Board pursuant to the Facilities Lease Agreement.

Annual debt service for the proposed Notes will be secured and payable from lease payments paid by the Board, on behalf of the University, to Innovative Student Facilities, Inc. pursuant to the Facilities Lease. The payments will be derived from the lease payments paid by the Board, on behalf of the University, to the Corporation. The Board and University have not and will not pledge its full faith and credit or State appropriated funds to make any debt service payments on the Notes. The University's land and property will not be used as security for the Notes.

## 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 for the execution of leases between the Board, on behalf of the University, and Innovative Student Facilities, Inc., a private 501(c)(3) non-profit corporation, in connection with the lease and lease-back of a portion of the University's campus to finance cost of the development, design, construction, renovation, installation, and equipping of energy efficiency facilities.

***BE IT FURTHER RESOLVED***, that Louisiana Tech University shall obtain final review from University of Louisiana 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 Louisiana Tech University, and his or her designee, are hereby authorized and directed to execute the leases described herein and any and all documents necessary in connection with the issuance of the notes described herein.

***AND FURTHER***, that Louisiana Tech University will provide the University of Louisiana System office with copies of all final executed documents for the Board's files.





H3

# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

February 3, 2020

**RECEIVED**

FEB 04 2019

UNIVERSITY OF  
LOUISIANA SYSTEM

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

Louisiana Tech is seeking approval to execute leases with Innovative Student Facilities, Inc., in connection with certain energy efficient projects on campus. The project includes replacing certain existing quartz-halogen and metal halide light fixtures and poles at the Thomas Assembly Center with new, more energy efficient, LED lighting. The project also includes replacing two 256-ton single state steam absorption chillers located at A.E. Phillips with two air-cooled electric chillers. In addition, the cooling tower serving the absorption chillers will be removed, electric pumps will be replaced, and controls will be upgraded.

Louisiana Tech, through Innovative Student Facilities, Inc., proposes to use proceeds of a loan from the Louisiana Public Facilities Authority to the Corporation to finance the project. The total principal amount of the notes is expected to be approximately \$1,730,615, which will be sufficient to pay project costs and pay the costs of issuance of the Notes. The net interest cost of the transaction is expected to be approximately 2.0%.

The land and the existing improvements thereon will be leased to Innovative Student Facilities, Inc. by the Board, on behalf of the University, pursuant to the Ground Lease Agreement. Innovative Student Facilities, Inc., will complete the Project and lease the completed Project back to the Board pursuant to the Facilities Lease Agreement.

The annual debt service for the promissory notes will be paid from lease payments from the University to Innovative Student Facilities, Inc. No University land, property, or State appropriated funds will be pledged as security for the notes.

Louisiana Tech University is requesting permission to proceed with executing the leases and requests that this item be added to the February Board meeting agenda.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**February 28, 2020**

- Item H.4.**     **McNeese State University's** request for approval to enter into a Ground Lease Agreement with the McNeese State University Foundation to replace the scoreboard at Cowboy Stadium.

**EXECUTIVE SUMMARY**

McNeese State University's scoreboard needs replacement. Lamar Advertising has paid the McNeese State University Foundation \$400,000 for the Foundation to purchase and install a new scoreboard at Cowboy Stadium.

To carry out the project, McNeese State University would lease the McNeese property where the current scoreboard is located to the Foundation. The Foundation would enter into a contract with a scoreboard manufacturer to install the new scoreboard. The Foundation would contract with the necessary engineers, consultants, and contractors. Once the scoreboard is fully installed, the Foundation would donate the new scoreboard to the University free and clear, and the lease would terminate.

The term of this lease would begin on March 1, 2020 and would end at midnight on September 30, 2020, or at such time as donation of improvements is executed, whichever occurs first.

McNeese State University requests permission to enter into a land lease with the McNeese State University Foundation for the purpose described above.

**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 a Ground Lease agreement with the McNeese State University Foundation to replace the scoreboard at Cowboy Stadium.

***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 and his or her designee are 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.



H4

February 5, 2020

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

**RECEIVED**

FEB 06 2019

UNIVERSITY OF  
LOUISIANA SYSTEM

Dear Dr. Henderson:

Enclosed are copies of McNeese State University's request for approval to enter into a ground lease agreement with the McNeese State University Foundation to replace the scoreboard at Cowboy Stadium.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the February 28, 2020 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
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, with and on behalf of McNEESE STATE UNIVERSITY represented herein by Dr. Daryl V. Burckel, 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 representatives Richard H. Reid, Executive Vice President and Dr. Eric Sanders, 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 a scoreboard at Cowboy Stadium. Scoreboard 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, 2020 and ending at midnight on September 30, 2020 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 no less than \$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

Lessee: c/o Richard H. Reid  
Vice President for University Advancement  
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 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 March 1, 2020.

**[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 \_\_\_\_\_, 2020.

WITNESSES:

MCNEESE STATE UNIVERSITY  
FOUNDATION

\_\_\_\_\_

\_\_\_\_\_  
Richard H. Reid

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Dr. Eric Sanders

\_\_\_\_\_

WITNESSES:

MCNEESE STATE UNIVERSITY

\_\_\_\_\_

\_\_\_\_\_  
Dr. Daryl V. Burckel

\_\_\_\_\_

**\*\* 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 28, 2020**

**Item H.5.**     **Northwestern State University's** request for approval to enter into a general agriculture lease for three tracts of land in DeSoto Parish totaling 366.98 acres.

**EXECUTIVE SUMMARY**

Northwestern State University is requesting approval to lease three tracts of land in DeSoto Parish totaling 366.98 acres to Mr. Marlan Anderson. These tracts of land were acquired through the Last Will & Testament of Mr. John Henry Crow and are located in Sections 15 & 22, Township 11 North, Range 10 West, DeSoto Parish, Louisiana.

This lease shall be for a term of five years commencing on May 16, 2020, and ending on May 15, 2025, and may be extended for one 5-year term, not to exceed 10 years total. The lessee agrees to pay as rent \$15,100 per year, payable in advance by April 1 of each year of the lease.

The leased property shall be used by the lessee for general agricultural and pasturage purposes, and lessee shall have full use and control of the leased premises in accordance with such purposes. Lessee will also abide by the terms and conditions noted in the Last Will & Testament of John Henry Crow. Pursuant to a bid that closed on December 12, 2019, Mr. Marlan Anderson was the highest bidder on the property.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval to enter into a general agriculture lease for three tracts of land in DeSoto Parish totaling 366.98 acres.

***BE IT FURTHER RESOLVED***, that Northwestern 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 Northwestern State University and his or her designee are hereby designated and authorized to execute any and all documents associated with said Land Lease.

***AND FURTHER***, that Northwestern State University will provide the System office with copies of all final executed documents for Board files.





**NORTHWESTERN STATE**  
*Office of the President*

310 Sam Sibley Drive  
Caspari Hall - Suite 223  
Natchitoches, LA 71497  
(O) 318-357-6441  
(F) 318-357-4223

January 31, 2020

H 5

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

**RECEIVED**

FEB 06 2019

UNIVERSITY OF  
LOUISIANA SYSTEM

Re: Property Lease Agreement

Dear Dr. Henderson:

Northwestern State University is submitting the attached *Property Lease Agreement* to be placed on the agenda for approval at the February 2020 Board Meeting.

Thank you for your consideration.

Sincerely,

Dr. Chris Maggio  
President

Attachment

DEDICATED TO ONE GOAL. **YOURS.**





January 22, 2020

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

Dear Dr. Henderson:

I am writing to request ULS Board approval for Northwestern State University to enter into a general agricultural lease for three tracts of land in DeSoto Parish totaling 366.98 acres. These tracts of land were acquired through the Last Will & Testament of Mr. John Henry Crow and are located in Sections 15 & 22, Township 11 North, Range 10 West, DeSoto Parish, Louisiana.

1. **TERM.** Proposed lease shall be for a term of 5 years commencing May 16, 2020 and ending on May 15, 2025. Upon approval of Northwestern State University and highest responsible bidder, the lease may be renewed for 1 additional 5-year term upon approval of both parties, not to exceed 120 months.
2. **INVITATION TO BID.** Bids have been solicited in accordance with Chapter 10 of Title 41 (Lease of Public Lands) and subsequently received December 12, 2019. The attached contract represents the highest/responsible bidder and their bid to lease the above-mentioned property.
3. **RENT.** Proposed lessee shall pay rent of \$15,100.00 per year, payable in advance by April 1<sup>st</sup> of each year of the lease term.
4. **PURPOSES.** The leased premise shall be used by Lessee for general agricultural and pasturage purposes in a good and husbandlike manner, and Lessee shall have full use and control of the leased premises in accordance with such purposes, subject, however, to the prior and paramount right by Northwestern State University of Louisiana, under the terms of the Last Will and Testament of John Henry Crow, to unlimited use, through its Department of Biological Sciences or any other related department now or hereafter created, of pecan groves on the leased premises for research on disease resistant varieties, and development of commercial types of pecans and related agricultural and biological research work. Lessee shall cultivate, fertilize, spray, and otherwise care for the pecan groves on the leased premises in a prudent and husbandlike manner.

Northwestern State University retains 100% of the surface and minerals.

Thank you very much for your assistance.

Sincerely,

Dr. Chris Maggio  
President

## **AGRICULTURAL LEASE**

This AGREEMENT by and between:

Northwestern State University of Louisiana

And

Marlan Anderson of 383 King Hill Rd.  
Coushatta, La 71019

WITNESSETH:

In Consideration of the rent to be paid by ("LESSEE") hereunder and of the other agreements of LESSEE herein contained, Northwestern State University ("LESSOR") does hereby lease and let unto LESSEE the lands in DeSoto Parish, Louisiana, more particularly described in Exhibit "A: annexed hereto, and hereinafter referred to as the "Leased Premises", under the terms and conditions of SB#7600 and below, to wit:

All subsequent leases of the ITB SB# 7600 shall be contingent upon final approval by the University of Louisiana Board of Supervisors and General Legal Counsel.

1. **TERM.** This lease shall be for a term of Five (5) years commencing on May 16, 2020 and ending on May 15, 2025 and may be extended for one Five (5) year term, not to exceed Ten (10) years total.
  2. **RENT.** LESSEE agrees to pay as rent under (1) the sum of \$15,100 and no/100 Dollars per year, payable in advance by April 1<sup>st</sup> of each year of the lease term.
  3. **PURPOSES.** The Leased Premises shall be used by LESSEE for general agricultural and pasturage in a good and husbandlike manner, and LESSEE shall have full use and control of the Leased Premises in accordance with such purposes, subject, however, to the prior and paramount right by Northwestern State University of Louisiana, under the terms of the Last Will and Testament of John Henry Crow, to unlimited use, through its Department of Agriculture and Biological Sciences or any other related department now or hereafter created, of pecan groves on the Leased Premises for research on disease resistant varieties, and development of commercial types of pecans and related agricultural and biological research work. LESSEE shall cultivate, fertilize, spray and otherwise care for the pecan groves on the Lease Premises in a prudent and husbandlike manner.
  4. **BUILDINGS.** This lease includes any and all dwellings and other buildings located upon the Leased Premises. LESSEE shall not be responsible for destruction of, or damage to, buildings by force
-

of the elements, flood or fire unless willful or caused by gross fault or neglect on the part of LESSEE or LESSEE's employees or tenants. LESSOR shall not be obligated to replace or repair any buildings on the Leased Premises, and damage to, or destruction of, any such building shall not be a ground to terminate this lease or reduce the rent payable hereunder. Lessor herewith grants Lessee the right to erect buildings on the leased premises at its own expense, or such other objects as Lessee may desire, provided that the installations and alterations made by Lessee do not diminish the value of the lease premises, and maintains the right to remove at Lessee's expense upon the termination of this lease, all such buildings or other improvement placed on the leased premises by the Lessee, provided that the Lessee restores the leased premises to substantially the same conditions as existed at the time of occupancy by Lessee.

5. **FENCES, DITCHES, CANALS, ROADS, GATES, AND BRIDGES.** LESSEE shall be obligated to maintain, in a reasonable manner, fences, ditches, canals, roads, gates, and bridges located on the Leased Premises. LESSEE may erect fencing and may remove the same at the expiration of the lease, provided that LESSEE shall not remove or relocate any permanent boundary fencing not erected by LESSEE.
6. **TIMBER.** LESSEE shall not cut any timber on the Leased Premises, or cut or remove cuttings from the pecan trees on the Leased Premises, except pursuant to express written consent of Northwestern State University. LESSEE shall combat fires and prevent the taking of timber from the Leased Premises by unauthorized persons.
7. **MINERAL LEASE: RIGHTS OF WAY.** LESSOR specifically reserves the right to grant mineral leases (in respect of all minerals and substances, of every kind, type and description, covered by the Louisiana Mineral Code, whether presently economically exploitable or not, including, without limitation, oil, gas, and all other liquid or gaseous minerals or substances and coal or lignite, sand, gravel and all other solid minerals or substances) affecting the Leased Premises, together with the right of ingress to and egress from said premises, and the express right to surface or strip mining of said premises, for the exploration, exploitation and production of minerals under the surface of the Leased Premises by LESSOR or by LESSOR's mineral Lessees, Provided that LESSOR shall pay or cause to be paid to LESSEE any damage to LESSEE's growing crops or livestock occasioned by the exercise of such servitudes.
8. **TAXES AND ENCUMBRANCES.** LESSOR shall pay prior to delinquency all ad valorem taxes and shall discharge as due any indebtedness secured by mortgage affecting the Leased Premises, provided that any increase in taxes of LESSOR caused solely by improvements made to, or placed upon, the Leased Premises by the LESSEE shall be borne by LESSEE.
9. **RESPONSIBILITY FOR CONDITION: INDEMNITY.** LESSEE assumes full responsibility for the condition of the Leased Premises, and agrees to indemnify and save LESSOR harmless from and against any and all claims, damages or injuries arising from, or growing out of any loss of property, injury or death of persons, resulting from the condition of the Leased Premises or LESSEE's or LESSEE's occupancy thereof.
10. **ASSIGNMENT AND SUBLEASE.** This lease may not be assigned in whole or part without the express written consent of LESSOR.

11. **RENTAL PAYMENTS AND NOTICES.** Rent payments to LESSOR hereunder, and notices and other communications required or permitted to be given to LESSOR or LESSEE hereunder, shall be addressed as follows:

TO LESSOR: Northwestern State University  
Director of Purchasing  
200 Sam Sibley Drive  
St. Denis Hall  
Natchitoches, LA 71497

TO LESSEE: Marlan Anderson  
383 King Hill Rd.  
Coushatta, La 71019

12. **ENVIRONMENTAL NOTICES.** LESSEE agrees, pursuant to the 1990 Farm Bill, to provide LESSOR with a list of identifying names and quantities of hazardous substances that may be used or generated on the Leased Premises and LESSEE will provide written notification to LESSOR of any illegal release of hazardous substances within Five (5) days of said release(s). An illegal release of hazardous substances shall be grounds for default, giving LESSOR the right to immediately terminate this lease. LESSEE agrees to be responsible and to pay for all cleanup costs related to releases of hazardous substances and further, agrees to indemnify LESSOR for any expenses or liability that landlord incurs related to releases of hazardous substances resulting from occupancy by LESSEE.

13. **STORAGE TANKS.** LESSEE is also responsible for all underground storage tanks on the premises, including but not limited to registration and installation of leak detection devices.

Subject to the other provisions hereof, this lease shall be binding upon the heirs and assigns of LESSOR and LESSEE.

This Agreement may be executed in separate counterparts, which in the aggregate shall be deemed to constitute one and the same instrument.

## **EXHIBIT "A"**

### **TO AGRICULTURAL LEASE**

- A. That certain tract of land, together with all buildings and improvements thereon, located and described as follows:

Begin at the southeast corner of Section 15, Township 11 North, Range 10 West, and run thence North 00 degrees 30 minutes East on the section line a distance of 77.58 chains more or less to the northeast corner of said Section 15, thence run North 89 degrees 44 minutes West on the section line a distance of 35.33 chains to a point, thence run South 6 degrees 39 minutes West 13.48 chains along a fence on the East side of the present road, thence run South 16 degrees 16 minutes West 12.23 chains along a fence on the East side of the present road, thence run South 18 degrees 17 minutes West 14.19 chains to a point on the east and west center line of said Section 15, thence run South 89 degrees 41 minutes East 21.10 chains to a point, thence run South 00 degrees 30 minutes West 28.65 chains to a point 10 chains north of the south line of said Section 15, thence North 89 degrees West 10 chains to a point, thence South 89 degrees East 10 chains to the  $\frac{1}{4}$  section corner between Section 15 and Section 22, thence South 89 degrees 38 minutes East 39.65 chains to the southeast corner of the section, the original point of beginning, and containing 256.81 acres in Section 15, Township 11 North, Range 10 West.

- B. That certain piece, parcel or tract of land together with all buildings and improvements thereon located situated in Section 22, Township 11 North, Range 10 West, and described as beginning at the  $\frac{1}{4}$  section corner between Section 15 and Section 22, and thence run South 00 degrees 50 minutes West 41.60 chains, thence run South 89 degrees East 15.15 chains to the Bayou, and thence around the Bayou as follows:

South 12 degrees 12 minutes East 6.46 chains,  
South 10 degrees 44 minutes East 1.88 chains,  
South 31 degrees 50 minutes West 2.33 chains,  
South 52 degrees 06 minutes West 1.85 chains,  
South 84 degrees 38 minutes West 1.25 chains,  
North 6 degrees 40 minutes West 1.79 chains,  
North 69 degrees 43 minutes West 1.58 chains,  
North 87 degrees 30 minutes West 2.27 chains,  
South 81 degrees 55 minutes West 5.71 chains,  
South 59 degrees 15 minutes West 2.27 chains,  
South 34 degrees 47 minutes West 2.0 chains,  
North 24 degrees 27 minutes West 7.86 chains,  
North 32 degrees 10 minutes West 4.68 chains,  
North 44 degrees 05 minutes West 2.50 chains,  
North 44 degrees 37 minutes West 3.52 chains,  
North 62 degrees 40 minutes West 6.56 chains,  
South 84 degrees 14 minutes West 5.50 chains,

And thence run North 00 degrees 50 minutes East 36.83 chains, thence run South 89 degrees East 21.74 chains to the  $\frac{1}{4}$  section corner between Section 15 and Section 22, the original point of beginning, and containing 105.40 acres.

C. The following described property lying and being in DeSoto Parish, Louisiana, to wit:

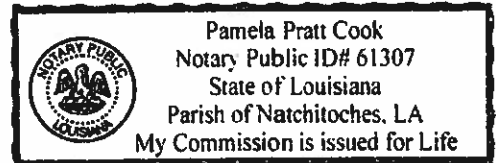
Beginning at the Northeast Corner of the Northwest Quarter of Section 22, Township 11 North, Range 10 West and running thence West 8.36 chains, thence South 42 degrees East 4.40 chains, thence South 31 degrees East 9 chains, thence South 16 degrees East 3.16 chains, thence North 14.14 chains to beginning, containing 4.77 acres.

This Agreement represents the entire understanding between the parties and shall not be modified except expressly in writing by the parties hereto.

THUS DONE AND SIGNED, effective this 18 day of December, 2019 before me,  
NOTARY, and the undersigned competent witnesses:

WITNESSES:

LESSEE:



[Signature]  
Christie O'Hair

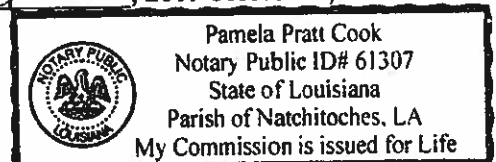
BY: [Signature]

Pamela Pratt Cook  
NOTARY PUBLIC

THUS DONE AND SIGNED, effective this 18 day of December, 2019 before me,  
NOTARY, and the undersigned competent witnesses:

WITNESSES:

LESSOR:



[Signature]  
Christie O'Hair

NORTHWESTERN STATE UNIVERSITY  
Acting through Dr. Chris Maggio, President

BY: [Signature]  
Dr. Chris Maggio, President

Pamela Pratt Cook  
NOTARY PUBLIC

THUS DONE AND SIGNED, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020 before me,  
NOTARY, and the undersigned competent witnesses:

WITNESSES:

UNIVERSITY OF LOUISIANA SYSTEM  
BOARD OF TRUSTEES, acting through  
Dr. James Henderson, President

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
Dr. James Henderson, System President

\_\_\_\_\_  
NOTARY PUBLIC



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**February 28, 2020**

**Item H.6.**      **Southeastern Louisiana University's request for approval to name Room 109 in Thelma Ryan Hall the "William J. Stagner Entomology Lab."**

**EXECUTIVE SUMMARY**

Southeastern requests approval to name Room 109 in Thelma Ryan Hall the "*William J. Stagner Entomology Lab.*" Mr. William J. Stagner is a class of 1957 Southeastern alumnus. He has contributed \$10,000 to establish an endowment in support of the entomology activities in this lab and intends to continue growing this endowed fund. Mr. Stagner attributes his successful career with the U.S. Department of Agriculture to the foundation he received at Southeastern.

**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 Southeastern Louisiana University's request for approval to name Room 109 in Thelma Ryan Hall the "William J. Stagner Entomology Lab."***

February 6, 2020

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

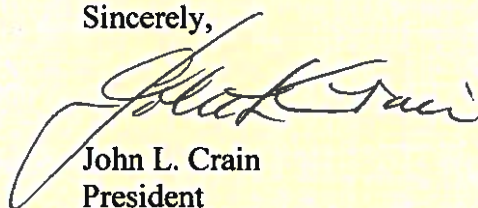
Dear Dr. Henderson:

Southeastern requests Board approval to name the room 109 in Thelma Ryan Hall (slab number S3215) the "*William J. Stagner Entomology Lab.*"

Mr. William J. Stagner is a class of 1957 Southeastern alumnus. He has contributed \$10,000 to establish an endowment in support of the entomology activities in this lab and intends to continue growing this endowed fund. Mr. Stagner attributes his successful career with the U.S. Department of Agriculture to the foundation he received at Southeastern.

I respectfully request that you place this item on the agenda for the February 2020 meeting of the Board of Supervisors.

Sincerely,



John L. Crain  
President

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**February 28, 2020**

**Item H.7.     University of Louisiana at Lafayette's** request for approval to name the University house located at 128 Buena Vista Boulevard the "Ernest J. Gaines Writer in Residence House."

**EXECUTIVE SUMMARY**

The University of Louisiana at Lafayette seeks approval to name the University house located at 128 Buena Vista Boulevard the "*Ernest J. Gaines Writer in Residence House*," Dr. Ernest J. Gaines wrote some of his most acclaimed works at that address, while also teaching students and achieving unparalleled worldwide acclaim for a present-day Louisiana author. Publications around the globe have noted Dr. Gaines' many accomplishments and the great loss his death represents. It would be fitting for the University to further grow its commitment to his life and legacy by naming the home in his honor and using the residence to support the work of fellow humanists.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Lafayette's request for approval to name the University house located at 128 Buena Vista Boulevard the "*Ernest J. Gaines Writer in Residence House*."



February 6, 2020

Université des Acadiens

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

Dear Dr. Henderson:

This is a request for approval to name the University house located at 128 Buena Vista Boulevard *The Ernest J. Gaines Writer in Residence House*.

Dr. Ernest J. Gaines wrote some of his most acclaimed works at that address, while also teaching students and achieving unparalleled worldwide acclaim for a present-day Louisiana author. Publications around the globe have noted Dr. Gaine's many accomplishments and the great loss his death represents. It would be fitting for UL Lafayette to further grow its commitment to his life and legacy by naming the home in his honor and using the residence to support the work of fellow humanists.

Please place this item on the agenda for consideration at the February 2020 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie  
President

SVC

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**February 28, 2020**

**Item H.8.      University of Louisiana at Monroe's request for approval to rename Bayou Suites (Honors Residence) Hall "Dwight D. Vines Hall."**

**EXECUTIVE SUMMARY**

The University wishes to name Bayou Suites (Honors Residence) Hall "*Dwight D. Vines Hall*" in memory of Dr. Vines, who served as President from 1976-1991. Dr. Vines died in October of 2019. He left a lasting legacy, one whose tenure was evidenced by increased enrollment and the construction of many buildings such as School of Nursing Building, Oxford Natatorium, Heard Tennis Stadium, Malone Stadium, Construction Building, Baseball Stadium, Band Building, Indian Bank, Agriculture Shop, Book Store, Sandel Library (third floor addition), Chemistry and Natural Sciences Building, University Police Building and Spyker Theater. Dr. Vines was well thought of in the community and in higher education and was certainly revered as an outstanding leader at the University of Louisiana at Monroe.

**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 for approval to rename Bayou Suites (Honors Residence) Hall "Dwight D. Vines Hall."***

**Office of the President**

University Library 632 | 700 University Avenue | Monroe, LA 71209  
P 318.342.1010 | F 318.342.1019

February 4, 2020

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

Dear Dr. Henderson:

The University of Louisiana at Monroe requests permission to name the University of Louisiana at Monroe's Bayou Suites (honors residence) Hall Dwight D. Vines Hall. The University wishes to name this building in memory of Dr. Vines who served as President from 1976 – 1991. Dr. Vines died October 2019. Dr. Vines left a lasting legacy, one whose tenure was evidenced with increased enrollment and the construction of many buildings such as School of Nursing Building, Oxford Natatorium, Heard Tennis Stadium, Malone Stadium, Construction Building, Baseball Stadium, Band Building, Indian Bank, Agriculture Shop, Book Store, Sandel Library (third floor addition), Chemistry and Natural Sciences Building, University Police Building and Spyker Theater.

Dr. Vines was well thought of in the community, in higher education and certainly revered as an outstanding leader at the University of Louisiana Monroe. Based on the history of Dr. Vines' accomplishments that was obtained during his presidency, I respectfully request consideration and approval of recommending the Bayou Suites (honors residence) Hall be officially named Dwight D. Vines Hall.

Thank you for your assistance.

Sincerely,

Nick J. Bruno, Ph.D.  
President

---

**#TAKEFLIGHT**

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**Dr. Dwight D. Vines, President Emeritus**



It is my sincere privilege to recommend that the University of Louisiana Monroe Bayou Suites (honors residence) Hall be named Dwight D. Vines Hall. Vines was born in Jackson Parish in 1931—the same year the University of Louisiana Monroe officially opened its doors as Ouachita Parish Junior College.

A young Dwight Vines knew that education would shape his life's journey. He earned his bachelor's degree from Northwestern State University, his M.B.A. from Louisiana State University, and his Ph.D. in business administration from the University of Colorado.

In 1958, he began teaching at Northeast Louisiana University (now known as ULM) as an instructor in the Management Department. Later, he served as the Dean of Business Administration for nine years. Vines became president of NLU in January of 1976, and upon his retirement in 1991, Vines had served the institution for a total of 33 years with 15 of those as president.

As university president, he accomplished a number of notable projects. In 1979, he established "The Grove," a tailgating area that attracted an ecstatic community during the 1987 football season when the university's football team won the national championship. NLU boasted the largest enrollment the institution has ever recorded: 11,856 in 1983. In 1979 a number of construction projects were completed, including Malone Stadium and Oxford Natatorium. The Construction Building followed in 1981; the baseball and softball fields opened in 1982 and 1983; and the Chemistry and Natural Sciences Building opened in 1984. The value of all the physical facilities grew by \$53.7 million. President Vines also established: School of Nursing Building, Heard Tennis Stadium, Activity Center, Band Building, Indian Bank, Book Store, University Police Building, and Spyker Theater.

During Dr. Vines' presidency, his administration introduced 40 new degree programs: Agri-Aviation, Airway Science, Community Health, Marriage and Family Counseling, Mild/Moderate Special Education, Music Theatre, School Psychology, Technical Communications, Toxicology, and many more. The MBA and Accounting programs were the first to receive accreditation in

north Louisiana. Dr. Vines also created the University Foundation, a non-profit tax-exempt corporation; assets increased from \$457,000 to \$17.6 million.

During his free time, he enjoyed being a member of “The Discrepancies, America’s worst (but only) country and western, Hawaiian, Dixieland jazz band!” All the members of the band held doctor’s degrees, but not in music; they were in leadership positions at NLU. People who remember President Vines as an administrator also remember him as an avid tennis player. He started the Men’s and Women’s tennis teams on campus.

He met his wife, Jean, during a freshmen dance at Northwestern State University and they were married for 63 years. He credits her as his master editor and partner. When asked about his success over the years Dr. Vines praises others, “Throughout my whole life there have always been people along the way who encouraged me to reach for my goals. I have been abundantly blessed.”

Dr. Vines died in October, 2019. Jean continues to reside in Calhoun. Dr. Vines left an indelible legacy that will continue to be felt by many generations to come.

Nick J. Bruno, Ph.D.  
President



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM  
FACILITIES PLANNING COMMITTEE**

**February 28, 2020**

**Item H.9.**      **University of Louisiana at Monroe's** request for approval to lease the property and facility located at 870 Highway 80 East, Monroe, Louisiana.

**EXECUTIVE SUMMARY**

The University of Louisiana at Monroe (the University) requests approval to lease the property located at 870 Highway 80 East, Monroe, Louisiana. The University will be leasing the property to the University of Louisiana Monroe Facilities Corporation (ULMFI). The property consists of 2.84 acres and a 10,500-square-foot building. This property is the site of the Doppler Radar Tower that collects data for the ULM's Atmospheric Science Program. The University will maintain a right-of-way on the property to continue research and collecting data from the Doppler Radar Tower.

This lease will allow ULMFI to explore opportunities for expanded commercial ventures with this property. This will include marketing efforts that will create additional revenue potential. Any revenues created in excess of expenses to ULMFI will revert to the University. If no opportunities to enhance the use of this property are realized within one year, the lease will expire. All terms and conditions are established within the attached lease document.

Attached to this request is the boundary survey identifying the 2.84 acres to be leased.

**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 Monroe's request to lease the property and facility located at 870 Highway 80 East, Monroe, Louisiana.

***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.



H9

## Office of the President

University Library 632 | 700 University Avenue | Monroe, LA 71209  
P 318.342.1010 | F 318.342.1019

February 4, 2020

Dr. James B. Henderson  
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 870 Hwy 80 Property  
February 28, 2020 ULS Board Meeting

Dear Dr. Henderson:

The University of Louisiana at Monroe is requesting approval to lease the Visual and Performing Arts (VAPA) Building located at 870 Hwy 80 East, Monroe, LA 71203 to the University of Louisiana Monroe Facilities Corporation (ULMFI). I have enclosed an executive summary providing information on this property. Please include ULM's request for approval on the February 28, 2020, Board meeting agenda.

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

Sincerely,

Nick J. Bruno, Ph.D.  
President

# #TAKEFLIGHT

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# **GROUND and FACILITIES LEASE AGREEMENT**

by and between

**Board of Supervisors for the University of Louisiana System,**  
on behalf of the **University of Louisiana at Monroe**  
(as Lessor)

and

**University of Louisiana Monroe Facilities, Inc.**  
(as Lessee)

Dated as of March 1, 2020

in connection with:

Maintenance and Enhancement of facilities on the campus of the  
University of Louisiana at Monroe

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## GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the "**Ground Lease**") dated as of March 1, 2020, is entered into by and between the Board of Supervisors for the University of Louisiana System (the "**Board**"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Monroe (the "**University**"), which Board is represented herein by Nick J. Bruno, President of the University, duly authorized and University of Louisiana Monroe Facilities, Inc., a Louisiana nonprofit corporation represented herein by its Chairperson, Dan W. Robertson (the "**Corporation**").

### W I T N E S S E T H

WHEREAS, the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana and the University is a university under its management pursuant to La. R.S. 17:3217;

WHEREAS, the Corporation is a private nonprofit corporation organized and existing under the Louisiana Nonprofit Corporation Law (La. R.S. 12:201, *et seq.*), whose purpose is to support and benefit the educational, scientific, research and public service missions of the University;

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3366, the Board is authorized to lease to a private entity, such as the Corporation, any portion of the campus of the University (the "**Campus**") provided the Corporation is thereby obligated to maintain and enhance improvements for furthering the educational, scientific, research or public service functions of the Board;

WHEREAS, in order to further these functions of the Board, by maintaining and enhancing of facilities for students, faculty and staff on the Campus, the Board deems it advisable that a portion of the Campus, along with ingress and egress, be leased to the Corporation for the purpose of maintaining and enhancing improvements to existing facilities on the property to attract a sublessee to generate income for the University;

WHEREAS, the Board and the Corporation have agreed to enter into this Ground Lease whereby the Board will lease certain property owned by the Board and located on the Campus to the Corporation;

WHEREAS, the Board and the Corporation have agreed that the Corporation shall maintain and enhance improvements to the existing facilities (the "**Facilities**") on the land leased hereunder which will be owned by the Board and leased to the Corporation pursuant to this Ground Lease. The total maintenance and enhancement cost has not determined at this time. The Corporation will fund the project. The Corporation will contract directly with any contractors needed for all the work necessary to complete the project. The Corporation will also be responsible for facilitating and overseeing the maintenance and enhancement of the facilities.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

## **ARTICLE ONE LEASE OF PROPERTY - TERMS OF GROUND LEASE**

Section 1.01 Lease of Land. The Board does hereby let, demise, and rent unto the Corporation, and the Corporation does hereby rent and lease from the Board, the real property (the "Land") more particularly described on **Exhibit A** attached hereto, together with all existing and future improvements, alterations, additions and attached fixtures located or to be located on the Land (the "**Facilities**") and the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the Land for vehicular and pedestrian ingress and egress. The Corporation, by execution of this Ground Lease, accepts the leasehold estate herein demised subject only to the matters described on **Exhibit B** attached hereto.

Section 1.02 Habendum. To have and to hold the Land and the Facilities together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto the Corporation, its successors and assigns, for the term set forth in Section 1.03 below, subject to the covenants, agreements, terms, provisions, and limitations herein set forth.

Section 1.03 Term. Unless sooner terminated as herein provided, this Ground Lease shall continue and remain in full force and effect for a one (1) year term beginning on March 1, 2020. The effective date of the lease will begin after all appropriate approvals are obtained from the University of Louisiana System Board and the Louisiana Board of Regents. The lease will end on February 28, 2021, and may be extended by written agreement of the parties (the "**Expiration Date**"). Upon the expiration date of the Ground Lease, all of the Corporation's right, title and interest in the Facilities shall immediately and automatically terminate and shall be assigned, transferred to and vested in the Board.

## **ARTICLE TWO DEFINITIONS**

Section 2.01 Definitions. All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the preamble hereto. In addition to such other defined terms as may be set forth in this Ground Lease, the following terms shall have the following meanings:

"**Affiliate**" means, with respect to a designated Person under this Ground Lease, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with such designated Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person.



**“Applicable Laws”** means all present and future statutes, regulations, ordinances, resolutions and orders of any Governmental Authority which are applicable to the parties performing their obligations under this Ground Lease.

**“Award”** means any payment or other compensation received or receivable as a consequence of a Taking from or on behalf of any Governmental Authority or any other Person vested with the power of eminent domain.

**“Board”** means Board of Supervisors for the University of Louisiana System, formerly known as the Board of Trustees for State Colleges and Universities, or its legal successor as the management board of the University, acting on behalf of the University.

**“Board Representative”** means the Person or Persons designated by the Board in writing to serve as the Board’s representative(s) in exercising the Board’s rights and performing the Board’s obligations under this Ground Lease; the Board Representative shall be the President of the Board of Supervisors for the University of Louisiana System, or his or her designee, the Assistant Vice President for Facilities Planning, or his or her designee, or the President of the University, or his or her designee, or any other representative designated by resolution of the Board, of whom the Corporation has been notified in writing.

**“Board’s Interest”** means the Board’s ownership interest in and to the Land and the Facilities.

**“Business Day”** means any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in New York, New York, Baton Rouge, Louisiana, or the principal office of the Lender are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.

**“Campus”** means the campus of the University of Louisiana at Monroe.

**“Commencement of Construction”** means the date on which any demolition, excavation or foundation work is begun on or for Facilities, which date shall occur after all appropriate approvals are obtained from the University of Louisiana System Board, the Louisiana Board of Regents, and the Louisiana Department of Administration.

**“Commencement Date”** means the effective date of the Ground Lease, which is March 1, 2020.

**“Construction Contract”** means any contract or contracts between the Corporation and a Contractor for the design and construction of Facilities in accordance with Plans and Specifications.

**“Contractor”** means a licensed general contractor to construct all of the improvements as outlined in a Request for Proposal (“RFP”).

**“Corporation”** means University of Louisiana Monroe Facilities, Inc., a nonprofit corporation organized and existing under the laws of the State for the benefit of the University, and also includes every successor, assignee and transferee of the Corporation.

**“Event of Default”** means any matter identified as an event of default under Section 11.01 hereof.

**“Expiration Date”** means the expiration date of this Ground Lease as set forth in Section 1.03 hereof.

**“Facilities”** means improvements constructed or installed on the land including, but not limited to, buildings, parking areas, and other improvements, components, fixtures, Specifications, all alterations, repairs, modifications, replacements, or additions thereto.

**“Force Majeure”** means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, act of terrorism, war, blockade, insurrection, riot, or civil disturbance; (b) labor dispute, strike, work slowdown, or work stoppage; (c) order or judgment of any Governmental Authority, if not the result of willful or negligent action of the Corporation; (d) adoption of or change in any Applicable Laws after the date of execution of this Ground Lease; (e) any actions by the Board which may cause delay; or (f) any other similar cause or similar event beyond the reasonable control of the Corporation.

**“Governmental Authority”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

**“Hazardous Substance”** means (a) any “hazardous substance” as defined in §101(14) of CERCLA or any regulations promulgated thereunder; (b) petroleum and petroleum by-products; (c) asbestos or asbestos containing material (“ACM”); (d) polychlorinated biphenyls; (e) urea formaldehyde foam insulation; or (f) any additional substances or materials which at any time are classified, defined or considered to be explosive, corrosive, flammable, infectious, radioactive, mutagenic, carcinogenic, pollutants, hazardous or toxic under any of the Environmental Requirements.

**“Independent Architect”** means the architect, engineer, or consultant selected and retained by the Board to inspect the Facilities on behalf of the Board.

**“Land”** means the real property and improvements thereon more particularly described on **Exhibit A** attached hereto upon which the Facilities are located and/or to be constructed, as amended from time to time as authorized hereby.

**“OFPC”** means the State of Louisiana Office of Facility Planning and Control.

**“Person”** means an individual, a trust, an estate, a Governmental Authority, partnership, joint venture, corporation, company, firm or any other entity whatsoever.

**“Plans and Specifications”** means any plans and specifications for any construction of Facilities, as implemented and detailed from time to time, as the same may be revised from time to time prior to the completion of the Facilities in accordance with this Ground Lease.

**“Rent”** means the annual rent paid by the Corporation as set forth in Section 3.01 hereof.

**“RFP”** means the Request for Proposals relating to the selection of a contractor to construct any Facilities on the property.

**“Taking”** means the actual or constructive condemnation, or the actual or constructive acquisition by condemnation, eminent domain or similar proceeding by or at the direction of any Governmental Authority or other Person with the power of eminent domain.

**“Term”** means the term of this Ground Lease as set forth in Section 1.03 hereof.

**“University”** means University of Louisiana at Monroe in Monroe, Louisiana.

### **ARTICLE THREE RENT**

Section 3.01 Rent. Commencing on the Commencement Date and continuing throughout the Term, the Corporation shall pay to the Board, at the address set forth in Section 18.02 hereof or such other place as the Board may designate from time to time in writing, as annual rent for the Land (**“Rent”**), the sum of \$1.00 per year. Rent shall be due and payable annually in advance, with the first such payment of Rent being due on the Commencement Date.

Section 3.02 Additional Obligations. As further consideration for the entering into of this Ground Lease by the Board, the Corporation agrees to maintain and enhance the facilities and perform any construction obligations as set forth in Article Five herein.

### **ARTICLE FOUR USE OF LAND**

Section 4.01 Purpose of Lease. The Corporation enters into this Ground Lease for the purpose of maintaining and enhancing the Facilities with the goal of attracting a sublessee to generate income for the University to further the educational, scientific, research, or public service functions of the Board.

Section 4.02 Benefit of the Board and the University. The Board shall own the Facilities subject to the Corporation’s rights under this Ground Lease. The Facilities shall be owned and leased for a public purpose related to the performance of the duties and functions of the Board and the University.

Section 4.03 Compliance with Statutory Requirements. Section 3361, et. seq. of Title 17 of the Louisiana Revised Statutes prescribes rules and regulations for leases of any portion of the campus by a college or university. By execution of this Ground Lease, the Board represents that it has complied with applicable statutory requirements of such Title 17 including, without limitation:

- A. the waiver by written consent of the formulation and adoption of rules, regulations and requirements, if any, relative to the erection, construction and maintenance of the Facilities referenced in Section 3362 A of Title 17 of the Louisiana Revised Statutes, other than those set forth in this Ground Lease or specifically referenced in this Ground Lease;
- B. the waiver by written consent of the Board's right to require removal of the Facilities referenced in Section 3362 B of Title 17 of the Louisiana Revised Statutes, except as set forth in this Ground Lease; and
- C. the waiver by written consent of the Board's right to adopt such rules or regulations as it deems necessary or desirable relative to the conduct and social activities of people in structures erected on the leased grounds referenced in Section 3364 of Title 17 of the Louisiana Revised Statutes, except as may be specified in this Ground Lease.

#### **ARTICLE FIVE MAINTENANCE OF THE FACILITIES**

Section 5.01 The Corporation's Maintenance Obligations. The Corporation will maintain and enhance the Facilities on the Land at its own cost and expense. Upon termination of the Lease, ULMFI shall assign all of its interest in the facilities to the Board. The Board shall not have any other financial obligation or other obligation of any kind under this Ground Lease except to review and approve the Corporation's activities and as specifically set forth herein.

- A. The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the maintenance and/or construction of Facilities, shall pay all applicable permit and license fees, and shall maintain and/or construct, build, and complete the Facilities in a good, substantial and workmanlike manner all in accordance with this Ground Lease, and in compliance with any Plans and Specifications, and all documents executed pursuant hereto and thereto. The Corporation and the Board agree to cooperate fully to the end that fee and permit exemptions available with respect to the Facilities under applicable law are obtained by the party or parties entitled thereto.
- B. Subject to the provisions of this Section 5.01, all decisions regarding any construction matters shall be made by the Corporation, working with a

Contractor. Any Contractor selected to construct Facilities shall be in accord with an RFP. The parties hereto acknowledge that the Board Representative and any other party whose consent is necessary to the Board's authority will review and approve the form of any Construction Contract for the Facilities. Prior to the Commencement of Construction, the Board Representative (and the OFPC for compliance with the building codes in accordance with La. R.S. 40:1721-24) and any other party whose consent is necessary to the Board's authority shall review and approve the Plans and Specifications and the form of any Construction Contract relating to such subsequent phase of the Facilities. In addition, at no cost to the Corporation or the University, the OFPC, in accordance with Act 758, will review the Plans and Specifications to ensure compliance with its design and construction standards, and the OFPC may participate in regular construction meetings. OFPC will be provided monthly written progress reports during any construction project.

- C. If a construction project is undertaken, changes in work and materials are subject to review and approval of the Board Representative and the OFPC; however minor changes, as defined in a Construction Contract, in work or materials, not affecting the general character of the Facilities or increasing the cost of construction may be made in the Plans and Specifications at any time by the Corporation without the approval of the Board Representative and the OFPC, but a copy of the altered Plans and Specifications shall promptly be furnished to the Board Representative and the OFPC. The Corporation shall notify the Board Representative and the OFPC of any changes in work or materials that require their approval and the Board Representative and the OFPC shall either approve or disapprove any such changes within ten (10) business days after receipt of such notice from the Corporation. Notification shall include sufficient information for the Board Representative and the OFPC to make a determination and to approve or disapprove any changes in work or materials.
- D. At least sixty (60) days prior to undertaking any structural alteration of the Facilities during the Term, the Corporation shall submit plans for such alteration to the Board Representative for approval which approval must be obtained prior to the Corporation making or causing to be made any such structural alteration of the Facilities. The Board Representative shall either approve or disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation. Any construction, alterations or additions to the Facilities undertaken by the Corporation shall be in conformance with all current applicable laws, codes, rules and regulations, and amendments thereto, including the National Building Code with all current updates and revisions, ANSIA 1117.1 1986 edition with all current updates and revisions, NFPA 101 Life Safety Code, all current ADA requirements for public facilities and all local and state building codes, and, at no cost to the Corporation or the University, the OFPC shall exercise oversight of the construction to insure design and construction meet those standards, policies, guidelines and conventions required for State capital

outlay projects. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.

- E. Subject to time extensions under a Construction Contract and Force Majeure, the Corporation covenants that the Corporation shall cause substantial completion of any construction of the Facilities to occur on or before a specified date.
- F. Prior to the commencement of any construction of Facilities, the Corporation and the Contractor shall meet with the Board Representative to coordinate construction activity under the Construction Contract. Upon commencement of construction of Facilities, the Corporation shall deliver to the Board Representative, (1) a copy of the Construction Contract between the Corporation and the Contractor for the design and construction of the Facilities, and (2) a copy of the labor and materials payment and performance bonds in an amount equal to construction costs set forth in the Construction Contract for the Facilities issued by a company qualified, permitted or admitted to do business of the State of Louisiana and approved by the Board. The Corporation shall take the action specified by La. R.S. 9:4802(c) to be taken by an owner to protect the premises from any liens related to the design or construction of the Facilities.
- G. Prior to the Commencement of any Construction of the Facilities, the architect whose services have been retained shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Corporation.
- H. Any performance bond, labor and material payment bond, or completion bond provided by any contractor hired by the Corporation shall be for 100% of the amount of the contract with such contractor, and shall contain a dual obligee rider in favor of the Board.
- I. The Corporation shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Board Representative, reports in writing as to the actual progress of construction of Facilities. During such period, the construction work shall be subject to inspection by the Independent Architect and by authorized personnel of the Board in order to verify reports of construction, determine compliance with safety, fire, and building codes, determine compliance with approved construction plans, or such other inspections as may be necessary in the reasonable opinion of the Board Representative.
- J. The Corporation shall inspect the Land and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Land is suitable for construction of Facilities. Subject to the matters shown on **Exhibit B** attached to this Ground Lease, the Corporation accepts the Land in its present condition. However, the Board represents that to

the best of its knowledge and belief, there are no Hazardous Materials or other materials on or under the Land that would materially impact the maintenance and/or construction of Facilities.

- K. Except as provided in Section 4.03 hereof, construction costs of Facilities shall include all costs necessary for a contractor or applicable utility company to bring lines for all such utilities to the Facilities so that such utilities will be available when required for construction, operation and maintenance of the Facilities.

## **ARTICLE SIX ENCUMBRANCES**

Section 6.01 Mortgage of Leasehold or the Facilities. The Corporation shall not mortgage, lien or grant a security interest in the Corporation's interest in the Land or the Facilities or any other right of the Corporation hereunder without the prior written consent of the Board.

## **ARTICLE SEVEN MAINTENANCE AND REPAIR UPON TERMINATION**

Section 7.01 Maintenance and Repairs Upon Termination. Once this Ground Lease terminates, the University, at the direction of the Board, shall be responsible for maintaining and repairing the Facilities.

## **ARTICLE EIGHT CERTAIN LIENS PROHIBITED**

Section 8.01 No Mechanics' Liens. Except as permitted in Section 8.02 hereof the Corporation shall not suffer or permit any mechanics' liens or other liens to be enforced against the Board's ownership interest in the Land or the Facilities nor against the Corporation's leasehold interest in the Land or the Facilities by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Corporation or to anyone holding the Land or Facilities or any part thereof through or under the Corporation.

Section 8.02 Release of Recorded Liens. If any such mechanics' liens or materialmen's liens shall be recorded against the Land or Facilities, the Corporation shall cause the same to be released of record or, in the alternative, if the Corporation in good faith desires to contest the same, the Corporation shall be privileged to do so, but in such case the Corporation hereby agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Board reasonably should consider the Board's interest in the Land or the Facilities endangered by any such liens and should so notify the Corporation and the Corporation should fail to provide adequate security for the payment of such liens, in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Board within thirty (30)

days after such notice, then the Board, at the Board's sole discretion, may discharge such liens and recover from the Corporation immediately as additional Rent under this Ground Lease the amounts paid, with interest thereon from the date paid by the Board until repaid by the Corporation at the rate of five percent (5%) per annum.

Section 8.03 Notice of Recitals. The Notice of Lease to be filed shall state that any third party entering into a contract with the Corporation for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Board nor the Board's property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Corporation.

## **ARTICLE NINE OPERATION AND MANAGEMENT OF FACILITIES**

Section 9.01 Management of Facilities. Once the Ground Lease terminates, the University, at the direction of the Board, shall operate and manage the Facilities.

Section 9.02 Books and Records. The Corporation shall keep, or cause to be kept, accurate, full and complete books, including bank statements, and accounts showing exclusively its assets and liabilities, operations, transactions and the financial condition of the Corporation.

Section 9.03 Audits. During the term of the Ground Lease and for sixty (60) months thereafter, the Board may, at its option and at its own expense, and during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Corporation. Audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of the Board, by the Louisiana Legislative Auditor or by independent auditors retained by the Board desiring to conduct such audit, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs by the Corporation.

## **ARTICLE TEN INDEMNIFICATION**

Section 10.01 Indemnification by the Corporation. Excluding the acts or omissions of the Board, its employees, agents or contractors, the Corporation shall and will indemnify and save harmless the Board, its agents, officers, and employees, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with the Corporation's construction of the Facilities. This obligation to indemnify shall include reasonable fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, the Corporation and the Board shall use the same counsel if such counsel is approved by the Board, which approval shall not be unreasonably withheld or delayed. If the Board does not approve such counsel then the Board may retain independent counsel at the Board's sole cost and expense. It is expressly understood and agreed that the Corporation is and



shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the Board shall in no way be responsible therefor.

Section 10.02 Contributory Acts. Whenever in this Ground Lease any party is obligated to pay an amount or perform an act because of its negligence or misconduct (or that of its agents, employees, contractors, guests, or invitees), such obligations shall be mitigated to the extent of any comparative fault or misconduct of the other party (or that of its agents, employees, contractors, guests, or invitees) as determined by a court of law, and in any disputes damages shall be apportioned based on the relative amounts of such negligence or willful misconduct as determined by a court of law.

Section 10.03 Indemnification by the Board. The Board shall indemnify the Corporation, and shall hold the Corporation harmless from and shall reimburse the Corporation for any and all claims, demands, judgments, penalties, liabilities, whether based on strict liability or otherwise, fines, costs, damages and expenses, including court costs and attorneys' fees directly or indirectly incurred by the Corporation (prior to trial, at trial and on appeal) in any action against or involving the Corporation, resulting from any breach of the representations, warranties or covenants of the Board relating to Hazardous Substances or from the discovery of Hazardous Substances in, upon, under or over, or emanating from, the Land or the Facilities, whether or not the Board is responsible therefor and regardless of when such Hazardous Substances come to be present at or were released from the Land or the Facilities, it being the intent of the Board that the Corporation shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or with respect to Hazardous Substances by virtue of their interests, if any, in the Land and the Facilities created by the Loan Agreement or otherwise, or hereafter created, or as the result of the Corporation exercising any instrument, including but not limited to becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure.

## ARTICLE ELEVEN TERMINATION, DEFAULT AND REMEDIES

Section 11.01 Events of Default. Any one of the following events shall be deemed to be an "Event of Default" by the Corporation under this Ground Lease.

- A. The Corporation shall fail to pay any sum required to be paid to the Board under the terms and provisions of this Ground Lease and such failure shall not be cured within thirty (30) days after the Corporation's receipt of written notice from the Board of such failure.
- B. The taking by execution of the Corporation's leasehold estate for the benefit of any Person.
- C. The Corporation shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Corporation under the terms and provisions of this Ground Lease and such failure shall not be cured within ninety

(90) days after receipt of written notice from the Board of such failure; provided that if during such ninety (90) day period, the Corporation takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

- D. A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against the Corporation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Facilities appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation or ordering the winding up or liquidation of the affairs of the Corporation, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.
- E. The commencement by the Corporation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Corporation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation.
- F. The Corporation, after Commencement of a Construction project but prior to substantially completing construction of the Facilities, abandons (with no intent to continue) construction for a period of forty-five (45) consecutive days.

Section 11.02 The Board's Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, the Board may at its option seek any and all damages occasioned by the Event of Default or may seek any other remedies available at law or in equity, including specific performance.

Section 11.03 Termination of Right of Occupancy. Notwithstanding any provision of law or of this Ground Lease to the contrary, except as set forth in Section 1.03 hereof, the Board shall not have the right to terminate this lease prior to the Expiration Date hereof. However, in the event there is an Event of Default by the Corporation hereunder, the Board shall have the right to terminate the Corporation's right to occupancy of the Land and the Facilities, except that the Facilities, at the option of the Board, shall remain thereon. The Board shall have the right to take possession of the Land and the Facilities and to re-let the Land and the Facilities or take possession in its own right for the remaining Term of the Ground Lease upon such terms and conditions as the Board is able to obtain. Upon such re-letting, the Corporation hereby agrees to release its leasehold interest and all of its rights under this Ground Lease to the new lessee of the Land (or to the Board, if the Board wishes to remain in possession on its own behalf) in

consideration for the new lessee (or the Board, as applicable) agreeing to assume all of the Corporation's obligations under the Ground Lease.

Section 11.04 Rights of The Board Cumulative. All rights and remedies of the Board provided for and permitted in this Ground Lease shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. The Board shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by the Board of a breach of any of the covenants, conditions or restrictions of this Ground Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of the Board to insist in any one or more cases upon the strict performance of any of the covenants of this Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option.

## **ARTICLE TWELVE TITLE TO THE FACILITIES**

Section 12.01 Title to Facilities. Title to the existing facilities and any new Facilities as they are constructed shall be vested in the Board. The Facilities and all fixtures, equipment and furnishings permanently affixed to the Facilities shall be the property of the Board upon termination of this Ground Lease whether such termination be by expiration of the Term or an earlier termination under any provision of this Ground Lease.

Section 12.02 Insurance Proceeds. Notwithstanding the fact that title to the Facilities is vested in the Board, if all or any portion of the Facilities is damaged or destroyed by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion or otherwise (collectively "**Casualty**"), during the term of the Ground Lease, the proceeds of any insurance received on account of any such Casualty shall be disbursed to the Corporation as though the Corporation were the owner of the Facilities.

## **ARTICLE THIRTEEN CONDEMNATION**

Section 13.01 Condemnation. Upon the permanent Taking of all the Land and the Facilities, this Ground Lease shall terminate and expire as of the date of such Taking, and both the Corporation and the Board shall thereupon be released from any liability thereafter accruing hereunder except for Rent and all other amounts secured by this Ground Lease owed to the Board apportioned as of the date of the Taking or the last date of occupancy, whichever is later. The Corporation shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 13.02 Partial Condemnation if the Ground Lease is in Effect. Upon a temporary Taking or a Taking of less than all of the Land and the Facilities, the Corporation, at its election,

may terminate this Ground Lease by giving the Board notice of its election to terminate at least sixty (60) days prior to the date of such termination. In the event there is a partial condemnation of the Land and the Corporation decides not to terminate this Ground Lease, the Board and the Corporation shall either amend this Ground Lease or enter into a new lease so as to cover an adjacent portion of property, if necessary to restore or replace any portion of the Land and/or Facilities.

Section 13.03 Payment of Awards if Ground Lease is in Effect. Upon the Taking of all or any portion of the Land or the Facilities while the Ground Lease remains in full force and effect, the Board shall be entitled (free of any claim by the Corporation) to the Award for the value of the Board's Interest and the Corporation shall be entitled to the Award for the value of the Corporation's interest in the Land under this Ground Lease that is the subject of the Taking.

#### **ARTICLE FOURTEEN ASSIGNMENT, SUBLETTING, AND TRANSFERS OF THE CORPORATION'S INTEREST**

Section 14.01 Assignment of Leasehold Interest. Except as expressly provided for in Article Six and this Article Fourteen, the Corporation shall not have the right to sell or assign the leasehold estate created by this Ground Lease, or the other rights of the Corporation hereunder to any Person without the prior written consent of the Board.

Section 14.02 Subletting. The Corporation is authorized to sublet the leasehold estate with written consent of the Board.

Section 14.03 Transfers of the Corporation's Interest. Except as otherwise expressly provided herein, any Person succeeding to the Corporation's interest as a consequence of any permitted conveyance, transfer, subletting or assignment shall succeed to all of the obligations of the Corporation hereunder and shall be subject to the terms and provisions of this Ground Lease.

#### **ARTICLE FIFTEEN COMPLIANCE CERTIFICATES**

Section 15.01 The Corporation Compliance. The Corporation agrees, at any time and from time to time upon not less than thirty (30) days prior written notice by the Board, to execute, acknowledge and deliver to the Board or to such other party as the Board shall request, a statement in writing certifying (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) to the best of its knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants or conditions hereof upon the part of the Corporation to be performed (and if so specifying the same), (c) the dates to which the Rent and other charges have been paid, and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the Board's Interest or by any other Person.

Section 15.02 The Board's Compliance. The University agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by the Corporation, to execute, acknowledge and deliver to the Corporation a statement in writing addressed to the Corporation or to such other party as the Corporation shall request, certifying (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) to the best of its knowledge after due inquiry, whether an Event of Default has occurred and is continuing hereunder (and stating the nature of any such Event of Default); (d) during the construction period, the status of construction of the Facilities and the estimated date of completion thereof; and (e) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective (and permitted) assignee, sublessee or mortgagee of this Ground Lease or by any assignee or prospective assignee of any such permitted mortgage or by any undertenant or prospective undertenant of the whole or any part of the Facilities, or by any other Person.

## **ARTICLE SIXTEEN TAXES AND LICENSES**

Section 16.01 Payment of Taxes. The Board shall pay, and, upon request by the Corporation, shall provide evidence of payment to the appropriate collecting authorities of, all federal, state and local taxes and fees, which are now or may hereafter be, levied upon the Corporation's interest in the Land or in the Facilities or upon any of the Corporation's property used in connection therewith or upon the Board or the Board's Interest. The Board may pay any of the above items in installments if payment may be so made without penalty other than the payment of interest. The obligations of the Board to pay taxes and fees under this Section 16.01 shall apply only to the extent that the Board or the Corporation are not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated. The Board and the Corporation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Land and the Facilities under applicable law are obtained by the party or parties entitled thereto.

Section 16.02 Contested Tax Payments. The Board shall not be required to pay, discharge or remove any such taxes or assessments so long as the Board is contesting the amount or validity thereof by appropriate proceeding which shall operate to prevent or stay the collection of the amount so contested. The Corporation shall cooperate with the Board in completing such contest and the Corporation shall have no right to pay the amount contested during the contest. The Corporation, at the Board's expense, shall join in any such proceeding if any law shall so require.

## **ARTICLE SEVENTEEN**

## **FORCE MAJEURE**

Section 17.01 Discontinuance During Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Corporation, the Corporation shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. The Board shall not be obligated to recognize any delay caused by Force Majeure unless the Corporation shall within thirty (30) days after the Corporation is aware of the existence of an event of Force Majeure, notify the Board thereof.

## **ARTICLE EIGHTEEN MISCELLANEOUS**

Section 18.01 Nondiscrimination, Employment and Wages. Any discrimination by the Corporation or its agents or employees on account of race, color, sex, age, religion, national origin, sexual orientation, or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Ground Lease, is prohibited.

Section 18.02 Notices. Notices or communications to the Board or the Corporation required or appropriate under this Ground Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

If to the Board:

Board of Supervisors for the University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802  
Attention: Vice President for Business and Finance

with copies to:

University of Louisiana at Monroe  
Library 6<sup>th</sup> Floor, Suite 623  
700 University Avenue  
Monroe, Louisiana 71209-2000  
Attention: Vice President for Business Affairs

If to the Corporation:

University of Louisiana Monroe Facilities, Inc.  
700 University Avenue  
Monroe, Louisiana 71209  
Attention: Executive Director

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such party. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of deposit in the mail in the manner provided herein, or in the case of telecopy, upon receipt.

Section 18.03 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship of the Lessee and the Lessor hereunder.

Section 18.04 Notice of Lease. Neither the Board nor the Corporation shall file this Ground Lease for record in Ouachita Parish, Louisiana or in any public place without the written consent of the other. In lieu thereof the Board and the Corporation agree to execute in recordable form a notice of this Ground Lease in the form of **Exhibit C** attached hereto. Such notice shall be filed for record in Ouachita Parish, Louisiana.

Section 18.05 Attorney's Fees. If either party is required to commence legal proceedings relating to this Ground Lease, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 18.06 Louisiana Law to Apply. This Ground Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Ouachita Parish, Louisiana.

Section 18.07 Warranty of Peaceful Possession. The Board covenants that the Corporation, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Corporation, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Land and Facilities during the Term, subject to the Ground Lease, and may exercise all of its rights hereunder; and the Board agrees to warrant and forever defend the Corporation's right to such occupancy, use, and enjoyment and the title to the Land against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Ground Lease, and the matters listed on **Exhibit B** attached hereto.

Section 18.08 Curative Matters. Except for the express representations and warranties of the Board set forth in this Ground Lease, any additional matters necessary or desirable to make the Land useable for the Corporation's purpose shall be undertaken, in the Corporation's sole discretion, at no expense to the Board. The Corporation shall notify the Board in writing of all additional matters (not contemplated by the Plans and Specifications) undertaken by the Corporation to make the Land usable for the Corporation's purpose.

Section 18.09 Nonwaiver. No waiver by the Board or the Corporation of a breach of any of the covenants, conditions, or restrictions of this Ground Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Ground Lease. The

failure of the Board or the Corporation to insist in any one or more cases upon the strict performance of any of the covenants of the Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the Board or acceptance of payment by the Board of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by the Board or the Corporation of any provision of this Ground Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

Section 18.10 Terminology. Unless the context of this Ground Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation"; (d) the word "or" shall have the inclusive meaning represented by the phrase "and/or"; (e) the words "hereof," "herein," "hereunder," and similar terms in this Ground Lease shall refer to this Ground Lease as a whole and not to any particular section or article in which such words appear. The section, article and other headings in this Ground Lease and the Table of Contents to this Ground Lease are for reference purposes and shall not control or affect the construction of this Ground Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Ground Lease unless otherwise specified. All exhibits attached to this Ground Lease constitute a part of this Ground Lease and are incorporated herein. All references to a specific time of day in this Ground Lease shall be based upon Central Standard Time (or the other standard of measuring time then in effect in Monroe, Louisiana).

Section 18.11 Counterparts. This agreement may be executed in multiple counterparts, each of which shall be declared an original.

Section 18.12 Severability. If any clause or provision of this Ground Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Ground Lease, then and in that event, it is the intention of the parties hereto that the remainder of Ground Lease shall not be affected thereby.

Section 18.13 Authorization. By execution of this Ground Lease, the Corporation and the Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Ground Lease have been taken and performed; and that the persons signing this Ground Lease on their behalf have due authorization to do so.

Section 18.14 Ancillary Agreements. In the event it becomes necessary or desirable for the Board to approve in writing any ancillary agreements or documents concerning the Land or concerning the construction, operation or maintenance of the Facilities or to alter or amend any such ancillary agreements between the Board and the Corporation or to give any approval or consent of the Board required under the terms of this Ground Lease, all agreements, documents



or approvals shall be forwarded to the Board Representative.

Section 18.15 Amendment. No amendment, modification, or alteration of the terms of this Ground Lease shall be binding unless the same be in writing dated on or subsequent to the date hereof and duly executed by the parties hereto. No such amendment to this Ground Lease shall alter the obligations of the parties hereto in any manner inconsistent with the scope of their obligations herein.

Section 18.16 Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of the University into another educational institution or the Board into another educational management board.

Section 18.17 Entire Agreement. This Ground Lease, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the Land and contains all of the terms and conditions agreed upon with respect to the lease of the Land, and no other agreements, oral or otherwise, regarding the subject matter of this Ground Lease shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

[Remainder of page intentionally left blank. Signatures appear on following page.]

[Signature Page to the Ground Lease Agreement]

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of the Board of Supervisors for the University of Louisiana System on the 1st day of March, 2020.

WITNESSES:

BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
**Nick J. Bruno**, President of the  
University of Louisiana at Monroe  
and Authorized officer of the Board

Print Name: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of University of Louisiana Monroe Facilities, Inc. on the 1st day of March, 2020.

WITNESSES:

UNIVERSITY OF LOUISIANA MONROE  
FACILITIES, INC.

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
**Dan W. Robertson**, Chairperson

Print Name: \_\_\_\_\_

[Signature page to the Ground Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this 1st day of March, 2020, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

***Nick J. Bruno***

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the President of the University of Louisiana at Monroe, and the authorized representative of the Board of Supervisors for the University of Louisiana System (the “**Board**”), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board.

\_\_\_\_\_  
***Nick J. Bruno***, President of the  
University of Louisiana at Monroe and  
Authorized officer of the Board

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**  
Charles W. Herold, III  
Notary No. 16329 - Expires at Death

[Signature Page to Ground Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this 1<sup>st</sup> day of March, 2020, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

***Dan W. Robertson***

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the Chairperson of University of Louisiana Monroe Facilities, Inc. (the "**Corporation**"), and that the aforesaid instrument was signed by him, on this date, on behalf of the Corporation and that the above named person acknowledges the approval of said instrument to be the free act and deed of the Corporation.

\_\_\_\_\_  
***Dan W. Robertson***, Chairperson

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**  
Charles W. Herold, III  
Notary No. 16329 - Expires at Death

## **EXHIBIT B**

### **PERMITTED ENCUMBRANCES**

1. **Any matters that would be disclosed upon receipt of an ALTA survey of the Land.**
2. **All easements, servitudes and rights of way of record.**
3. General and special taxes or assessments for 2019 and subsequent years not yet due and payable.
4. Terms and conditions of that Ground Lease Agreement dated as of March 1, 2020, evidenced by a Memorandum of Ground Lease between the Board of Supervisors for the University of Louisiana System and University of Louisiana Monroe Facilities, Inc., recorded March \_\_, 2020, in Conveyance Book \_\_, Page \_\_, File Number \_\_\_\_, official records of Ouachita Parish, Louisiana.

**EXHIBIT C**

**NOTICE OF GROUND LEASE**

STATE OF LOUISIANA  
PARISH OF OUACHITA

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

**NOTICE OF LEASE**

This Notice of Lease (this "Notice") is entered into by and between the Board of Supervisors for the University of Louisiana System ("Lessor") and University of Louisiana Monroe Facilities, Inc. ("Lessee").

**RECITALS**

A. Lessor and Lessee have entered into a Ground Lease Agreement dated as of March 1, 2020 and executed March 1, 2020 (the "Lease"), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, the immovable property more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Land").

B. Lessor and Lessee desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the parties' rights under the Lease.

**LEASE TERMS**

Specific reference is hereby made to the following terms and provisions of the Lease:

1. The term of the Lease commenced on March 1, 2020 and shall continue until midnight on February 28, 2021, unless sooner terminated or extended as provided in the Lease.
2. Any third party entering into a contract with the Corporation for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Board nor the Board's property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Corporation
3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

Lessor: Board of Supervisors for the University of Louisiana System  
1201 North 3rd Street, Suite 7300  
Baton Rouge, La 70802  
Attention: Assistant Vice President for Facilities Planning

Lessee: University of Louisiana Monroe Facilities, Inc.  
700 University Avenue  
Monroe, Louisiana 71209-2000  
Attention: Chairperson

This Memorandum is executed for the purpose of recordation in the public records of Ouachita Parish, Louisiana in order to give notice of all the terms and provisions of the Lease and is not intended and shall not be construed to define, limit, or modify the Lease. All of the terms, conditions, provisions and covenants of the Lease are incorporated into this Memorandum by reference as though fully set forth herein, and both the Lease and this Memorandum shall be deemed to constitute a single instrument or document.

THUS DONE AND PASSED on the 1<sup>st</sup> day of March, 2020, in Monroe, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with **Dan W. Robertson**, Chairperson of University of Louisiana Monroe Facilities, Inc, and me, Notary.

WITNESSES:

UNIVERSITY OF LOUISIANA MONROE  
FACILITIES, INC.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
**Dan W. Robertson**, Chairperson

\_\_\_\_\_  
**NOTARY PUBLIC**  
Charles W. Herold, III  
Notary No. 16329 - Expires at Death

[Signature Page to Memorandum of Lease]

THUS DONE AND PASSED on the 1<sup>st</sup> day of March, 2020, in Monroe, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith signs his name as President of the University of Louisiana at Monroe and the Authorized Representative of the Board of Supervisors for the University of Louisiana System, and me, Notary.

WITNESSES:

BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
*Nick J. Bruno*, President of the  
University of Louisiana at Monroe  
and Authorized Officer of the Board

Print Name: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**  
Charles W. Herold, III  
Notary No. 16329 - Expires at Death



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**February 28, 2020**

**Item H.10.**     **University of Louisiana at Monroe's** request for approval of the Board of Supervisors for the University of Louisiana System for the execution of a Ground and Buildings Lease Agreement and an Agreement to Lease with Option to Purchase between the Board, on behalf of the University, and the University of Louisiana at Monroe Facilities, Inc., a private 501(c)3 not-for-profit corporation, in connection with the lease and lease-back of a portion of the University's campus to finance construction of a student hub and related facilities.

**EXECUTIVE SUMMARY**

After significant planning and discussion with Aramark regarding construction of a new student hub and related facilities on the main campus of the University (the "Hub"), University desires to proceed with development and construction of the Hub, which will be partially financed by Aramark and partially financed by the University.

The University, through the University of Louisiana at Monroe Facilities, Inc. (ULMFI), whose purpose is to support and benefit the educational, scientific, research and public service missions of the University, proposes to finance the cost of the development, design, construction and equipping of a student hub and related facilities, including equipment, furnishings, fixtures, facilities and infrastructure incidental or necessary in connection therewith on the main campus of the University (the "*Project*").

The University, through ULMFI, proposes to use proceeds of tax-exempt revenue bonds issued through the Louisiana Local Government Environmental Facilities and Community Development Authority to finance the University's portion of the Project. The total principal amount of the Bonds will not exceed \$8,000,000, which will be sufficient to pay the University's portion of Project costs, fund any necessary reserve funds and capitalized interest, and pay the costs of issuance of the Bonds. The net interest cost of the transaction is not expected to exceed 5.0%.

In order to accomplish construction of the Project, the land will be leased to ULMFI by the Board, on behalf of the University, pursuant to the Ground and Buildings Lease Agreement (the "*Ground Lease*"). ULMFI will complete the Project and lease the completed Project back to the Board pursuant to an Agreement to Lease with Option to Purchase (the "*Facilities Lease*") in the forms provided herewith. These documents will replace the Grounds and Facilities Lease Agreement with ULMFI that was approved as to form at the December 5, 2019 meeting.

Annual debt service for the proposed Bonds will be secured and payable from lease payments paid by the Board, on behalf of the University, to ULMFI pursuant to the Facilities Lease. The payments will be derived from the revenues collected by the University from the Facilities Enhancement Fee assessed to students of the University currently in the amount of \$13 per credit hour, as authorized by the Board at its meetings of October 26, 2017 and December 5, 2019, as such fee may be increased by the University and approved by the Board from time to time.

The Board and University have not and will not pledge its full faith and credit or State appropriated funds to make any debt service payments on the Bonds. The University's land and property will not be used as security for the Bonds.

### **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 approval of the form of and authorization to execute and to enter into a Ground and Buildings Lease Agreement and an Agreement Lease with Option to Purchase, each between the Board, acting on behalf of the University, and University of Louisiana at Monroe Facilities, Inc., in connection with the issuance of the Bonds described herein to finance the Project.

***BE IT FURTHER RESOLVED***, that the University of Louisiana at Monroe shall obtain final review from University of Louisiana 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 leases described herein and any and all documents necessary in connection with the issuance of the bonds described herein.

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

## BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

The following resolution was offered upon motion by \_\_\_\_\_:

### RESOLUTION

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO LEASE WITH OPTION TO PURCHASE AND A GROUND AND BUILDINGS LEASE AGREEMENT IN CONNECTION WITH THE LEASE AND LEASE BACK OF PORTIONS OF THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT MONROE TO UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC., AND THE DEVELOPMENT, DESIGN, CONSTRUCTION AND EQUIPPING OF A STUDENT HUB AND RELATED FACILITIES TO BE CONSTRUCTED THEREON; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

**WHEREAS**, the Board of Supervisors for the University of Louisiana System (the "*Board*") will, pursuant to La. R.S. 17:3361 through 17:3365 (the "*Act*"), and other constitutional and statutory authority supplemental thereto, lease portions of the campus of University of Louisiana at Monroe (the "*University*") to University of Louisiana Monroe Facilities, Inc. (the "*Corporation*"), in order to enable the Corporation to develop, construct, and renovate campus facilities;

**WHEREAS**, the Board desires to approve and authorize the execution of (a) a Ground and Buildings Lease Agreement by and between the Board and the Corporation (the "*Ground Lease*") and (b) an Agreement to Lease with Option to Purchase (the "*Facilities Lease*"), by and between the Board and the Corporation, relative to the lease and lease-back of a portion of the University's campus to the Corporation for the purpose of financing the development, design, construction and equipping of a student hub and related facilities, including equipment, furnishings, fixtures, facilities and infrastructure incidental or necessary in connection therewith on the main campus of the University, as further described on Exhibit A to the Facilities Lease (the "*Project*");

**WHEREAS**, the Corporation intends to finance the Project using the proceeds of revenue bonds issued in one or more series by the Louisiana Local Government Environmental Facilities and Community Development Authority (the "*Authority*") and other funds available to the University;

**WHEREAS**, the Corporation has requested that the Authority issue its Revenue Bonds (University of Louisiana Monroe Facilities, Inc. – Student Hub Project), taxable or tax-exempt, in one or more series (the "*Bonds*"), for the purpose of: (i) financing the cost of the Project; (ii) funding a deposit to a debt service reserve fund, if necessary; (iii) funding capitalized interest on the Bonds, if necessary, and (iv) paying costs of issuance of the Bonds;

**WHEREAS**, in connection with the development of the Project, it is necessary to enter into the Ground Lease and the Facilities Lease to provide for the lease and lease-back of a portion of the University's campus to the Corporation for the Project; and

**WHEREAS**, the Board now desires to authorize the execution of the Ground Lease and the Facilities Lease.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors for the University of Louisiana System, as follows:

**SECTION 1.** The Ground Lease and the Facilities Lease, each substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively, are hereby approved, subject to such changes as may be approved by counsel to the Board.

**SECTION 2.** The Chairman, Vice Chairman, Secretary of the Board, the System President, or the President of the University shall be authorized to execute the Ground Lease, the Facilities Lease, attached hereto as Exhibit A and Exhibit B, respectively, and any certificates, documents, agreements, or other items necessary in connection with the issuance of the Bonds, subject to approval by counsel to the Board.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**SECTION 3.** This resolution shall take effect immediately.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAINING:

The Resolution was declared to be adopted on the 28<sup>th</sup> day of February, 2020.

\*\*\*\*\*

(Other items not pertinent hereto are omitted)

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Certified to be a true copy.

\_\_\_\_\_  
Secretary

[SEAL]

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Assistant to the Board of the Board of Supervisors for the University of Louisiana System (the "*Board*"), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Board on February 28, 2020 captioned as follows:

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO LEASE WITH OPTION TO PURCHASE AND A GROUND AND BUILDINGS LEASE AGREEMENT IN CONNECTION WITH THE LEASE AND LEASE BACK OF PORTIONS OF THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT MONROE TO UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC., AND THE DEVELOPMENT, DESIGN, CONSTRUCTION AND EQUIPPING OF A STUDENT HUB AND RELATED FACILITIES TO BE CONSTRUCTED THEREON; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

which resolution was duly adopted by the Board at a meeting duly called, noticed and held and at which meeting a quorum was present and voting.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Board on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Name: Carol Slaght  
Title: Assistant to the Board

[SEAL]

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EXHIBIT A  
FORM OF GROUND LEASE

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EXHIBIT B

FORM OF FACILITIES LEASE



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**February 28, 2020**

**Item H.11.** University of Louisiana at Monroe's request to enter into a 17-year lease agreement for the University's foodservice operations and facilities with ARAMARK Educational Services, Inc. pursuant to La. R.S. 17:3361.

**EXECUTIVE SUMMARY**

This proposed lease will replace the existing lease with ARAMARK involving foodservices operations and facilities at ULM and will be effective July 1, 2020. The general terms of the foodservices agreement and lease are listed below with more detail shown in the University's Contractual Summary.

- Dining service programs to be provided by ARAMARK involving Schulze Cafeteria, Student Union Building, Residential Housing and the new Student HUB facility.
- Lease term is for 17 years and will terminate on June 30, 2037.
- Minimum guaranteed annual lease payment to ULM is \$679,058 and will total \$16.4 million over the term of the lease.
- ARAMARK Contribution to maintenance and repair fund of \$50,000 annually.
- ARAMARK will reimburse ULM for utility costs a minimum of \$127,500 annually.
- ARAMARK will contribute \$160,000 annually to the ULM Foundation for an Endowed Scholarship.
- ARAMARK will commit \$12,950,000 over the lease term, which includes \$6,700,000 toward a new Student HUB dining facility and \$1,850,000 toward remodeling of Schulze Cafeteria.

**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 enter into a 17-year lease agreement for the University's foodservice operations and facilities with ARAMARK Educational Services, Inc.

***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 and his or her designee are 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.



## Office of the President

University Library 632 | 700 University Avenue | Monroe, LA 71209  
P 318.342.1010 | F 318.342.1019

H 11

February 4, 2020

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

Dear Dr. Henderson:

I respectfully request consideration and approval of a lease to be made and entered into by and between The Board of Supervisors of The University of Louisiana System ("ULS") on behalf of **UNIVERSITY OF LOUISIANA AT MONROE** and **ARAMARK EDUCATIONAL SERVICES, LLC**, to operate it's dining services. The effective date of the lease is July 1, 2020 and replaces a prior lease agreement with Aramark.

If I may be of further assistance, please let me know.

Sincerely,

Nick J. Bruno, Ph.D.  
President

# #TAKEFLIGHT

ULM is a member of the University of Louisiana System • AA/EOE

**LEASE**

**The Board of Supervisors of The University of Louisiana System  
on behalf of  
University of Louisiana at Monroe  
to  
Aramark Educational Services, LLC**

WHEREAS this Lease (the "Lease") is made and entered into by and between The Board of Supervisors of The University of Louisiana System ("ULS") on behalf of **UNIVERSITY OF LOUISIANA AT MONROE** (hereinafter referred to as the "LESSOR"); and **ARAMARK EDUCATIONAL SERVICES, LLC**, a Delaware limited liability company, having its principal place of business at 2400 Market Street, Philadelphia, PA 19103 (hereinafter referred to as the "LESSEE"); provides as follows:

**WITNESSETH:**

WHEREAS, pursuant to the terms of that certain Lease, effective as of July 15, 2002, as amended and restated as of November 1, 2014 (as amended, the "Prior Lease"), LESSEE agreed to operate the dining services program on LESSOR's premises upon such terms and conditions as were set forth in the Prior Lease.

WHEREAS, LESSOR and LESSEE wish to continue the operation of the dining services program by LESSEE on LESSOR's premises.

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

NOW, THEREFORE, in consideration of (1) LESSEE's obligation to construct improvements upon the Leased Premises (as defined below), (2) the rental to be paid by LESSEE during the term of this Lease, and (3) the mutual benefits accruing to the parties under this Lease, the parties do enter into this Lease on the following terms and conditions:

**1. ENGAGEMENT OF LESSEE; EXCLUSIVITY; TERM:**

LESSEE shall lease from LESSOR certain property (defined herein below as the "Leased Premises") and shall conduct food service operations on said Leased Premises in accordance with the provisions of this Lease. LESSEE shall construct improvements to the Leased Premises as set forth herein and shall maintain said improvements in accordance with the standards required by this Lease. In accordance with the provisions of this Lease, LESSEE shall be obligated to furnish and

install certain leasehold improvements, movable equipment, trade fixtures, and signage necessary to fulfill its obligation to provide food services hereunder.

LESSEE shall have the exclusive right to provide food service operations in all current and future retail operations on LESSOR's campus.

The term of this Lease shall terminate on June 30, 2037. For purposes of this Lease, the Prior Lease shall be deemed to be replaced with this Lease as of July 1, 2020, except with respect to the 2020 Financial Commitment, which shall be effective upon execution of this Lease, as described in Paragraph 3.G, below.

## **2. DEFINITIONS:**

The following words and phrases when used in this Lease, or any amendment hereto, shall have the meanings given to them in this Paragraph 2:

**A. "Base Resident Student Population":** Total count of resident students during a University fiscal year.

**B. "Campus Food Service Program":** Those board, cash, catering and other related food service operations to be provided by LESSEE under this Lease.

**C. "CPI":** Consumer Price Index, food away from home.

**D. "FERPA":** Family Educational Rights and Privacy Act.

**E. "Food Service Facilities":** The areas, improvements, personal property and facilities made available by LESSOR to LESSEE for the provision of the food services as more fully described in Paragraph 3.A, below.

**F. "Gross Sales":** With respect to any category of operations, all receipts received from such category of operations, including those collected for sales taxes.

**G. "Labor Costs":** With respect to any personnel assigned to duty on LESSOR's premises for which LESSEE has either financial or operating responsibility, any costs relating to such personnel, including, but not limited to, wages and salaries, vacation pay (including earned but unpaid vacation), holiday pay and other paid time off for such personnel, any related payroll costs, and any costs relating to fringe benefits, insurance (including workers' compensation insurance), and/or human resource services for such personnel.

**H. "LESSEE Accounting Periods":** The twelve (12) accounting periods per year, with four (4) weeks in each period, except for the June, September, December and March accounting periods, which contain five (5) weeks. The September Accounting Period shall periodically consist of six (6) weeks; LESSEE shall provide LESSOR with notice of future six (6) week Accounting Periods.

- I. **"Lease"**: This Lease and any properly executed amendments thereto.
- J. **"Net Sales"**: With respect to any category of operations, Gross Sales less all applicable sales taxes.
- K. **"Operating Year"**: The consecutive twelve-month period commencing July 1 and ending June 30.
- L. **"Proprietary Materials"**: Those computer software programs, signage, marketing and promotional literature, and material, trademarks, service marks and logos owned by LESSEE or licensed to LESSEE by third parties.
- M. **"Servicewares"**: Items used in the serving of food and beverages such as chinaware, glassware and silverware.
- N. **"Small Expendable Equipment"**: Items used in the preparation of food such as pots, pans and kitchen utensils.

**3. FACILITIES AND EQUIPMENT:**

A. **Food Service Facilities**: LESSOR shall make available to LESSEE suitable Food Service Facilities herein identified as Schulze Cafeteria, the new HUB (specifically, the kitchen, preparation area and point-of-sale areas), the Student Union Building ("SUB") (until the HUB opens; and after the HUB opens, limited to the former SUB kitchen, the 2<sup>nd</sup> floor warming kitchen, and storage areas as determined by the parties), the Subway in Warhawk Village, Starbucks and the POD express store and 7<sup>th</sup> floor catering kitchen in the Library, completely equipped and ready to operate, together with such heat, refrigeration, sewage, water and utilities where meters are not available for measurement as may be reasonably required for the efficient performance of this Lease. The Food Service Facilities shall include available dressing rooms and rest rooms for LESSEE's employees and available office space (including office space at the SUB) and office equipment including, but not limited to, desks, chairs, tables, filing cabinets and safe, for the exclusive use of LESSEE in the performance of this Lease. LESSEE shall be responsible for securing telephone service for the operation of business. LESSOR shall have full access to the Food Service Facilities at all times.

B. **Repair, Replacement and Maintenance**: LESSOR shall furnish HVAC, roof and plumbing maintenance services for the Food Service Facilities. LESSEE shall be responsible for all other maintenance services not listed for the Food Service Facilities. LESSEE shall assume responsibility for the maintenance of all LESSOR and LESSEE equipment and shall make all equipment repairs and replacements. Disposition of any movable property previously owned by the University and used by the Lessee must be handled pursuant to State regulations. LESSEE shall be responsible for compliance with all applicable Federal, State and Local safety and health laws and regulations regarding sanitation and the use of food service equipment. LESSOR shall be responsible for

compliance with all federal, state and local safety and health laws and regulations with respect to the Food Service Facilities, provided that LESSEE shall assist with maintaining the following kitchens in accordance with applicable Louisiana Department of Health standards: (i) prior to the HUB opening, the Terrace (7<sup>th</sup> floor Library Building) kitchen, and (ii) after the HUB opening, the former SUB kitchen. In exchange, LESSEE will not be assessed the 8% catering fee for events catered from the Terrace kitchen prior to the HUB opening, or from the former SUB kitchen after the HUB opening; nor shall other catering providers have access to the Terrace kitchen prior to the HUB opening, or to the former SUB kitchen after the HUB opening. LESSEE will also have exclusive use of the 2<sup>nd</sup> floor SUB warming kitchen and storage areas as determined by the parties.

LESSEE agrees to budget, contribute to, and maintain an annual "Maintenance and Repair Fund" in the amount of Fifty Thousand Dollars (\$50,000). Should this Lease be terminated prior to the end of any year, the amount for that year to be contributed to the Maintenance and Repair Fund shall be prorated over the number of months in which the Lease was in operation for such year. For example, if the Lease were to be terminated as of June 30 during a contract year, the amount to be contributed by LESSEE to the Maintenance and Repair Fund would be \$25,000 ( $\$50,000/12 \times 6 = \$25,000$ ). The LESSOR Physical Plant will be the primary source for routine maintenance. LESSEE will be invoiced by LESSOR, and LESSEE shall reimburse LESSOR, for all such maintenance expenses. Maintenance above and beyond that which can be performed by the LESSOR Physical Plant will be scheduled and paid for by LESSEE. A detailed accounting of these expenditures is to be maintained and available for LESSOR review at any time. In the event any portion of this annual commitment is not expended, the remaining balance shall be "rolled over" to subsequent year(s).

Any balance remaining in this account at the conclusion or early termination of this Lease shall be paid to LESSOR.

**C. Servicewares and Small Expendable Equipment:** LESSOR shall furnish an initial inventory of Servicewares and Small Expendable Equipment. At the commencement of operations hereunder, LESSEE and LESSOR shall jointly take an opening inventory of such Servicewares and Small Expendable Equipment, a copy of which shall become a part of this Lease. LESSEE shall maintain such inventory at its expense and supplement the inventory as needed, and shall return to LESSOR at the time of termination of this Lease, equal quantities of the various items comprising the initial inventory of Servicewares and Small Expendable Equipment of equal quality.

**D. Utilities Reimbursement:** LESSEE commits to an annual utilities reimbursement ("Utilities Reimbursement") in the amount of One Hundred Twenty-Seven Thousand Five Hundred Dollars (\$127,500) for the 2020-2021 Operating Year. Thereafter, the Utility Reimbursement amount shall increase by the annual percentage increase in CPI.

**E. Brand Refresh Fund:** Commencing July 1, 2020, and continuing on each July 1 thereafter, LESSEE agrees provide LESSOR with the corresponding amount set forth below (the "Brand

Refresh Fund”) for LESSOR’S use in refreshing and improving the appearance or functionality of LESSOR’S dining services facilities, as mutually agreed upon by LESSOR and LESSEE:

<i>Operating Year</i>	<i>Brand Refresh Fund</i>
2020-2021	\$50,000
2021-2022	\$50,000
2022-2023	\$50,000
2023-2024	\$50,000
2024-2025	\$50,000
2025-2026	\$75,000
2026-2027	\$100,000
2027-2028	\$100,000
2028-2029	\$125,000
2029-2030	\$125,000
2030-2031	\$125,000
2031-2032	\$125,000
2032-2033	--
2033-2034	--
2034-2035	--
2035-2036	\$50,000
2036-2037	\$50,000

LESSOR shall hold title to any equipment purchased therewith at all times. Any unused Brand Refresh Funding remaining at the end of any Operating Year shall become available for use in future Operating Years and shall be retained by LESSOR upon expiration or termination of this Lease.

**F. Prior Financial Commitments:** LESSEE has made the following prior financial commitments in improvements and enhancements (the “Prior Financial Commitments”) as part of operating the dining, retail and catering programs and is amortizing these costs on a straight-line basis over the amortization periods set forth below.

<b>Purpose</b>	<b>Original Commitment</b>	<b>Amortization Start</b>	<b>LESSEE Monthly Amortization</b>	<b>Amortization Period</b>	<b>Unamortized Balance as of July 1, 2020</b>
Residential Starbucks/C-Store	\$500,000	Sept 2006	\$2,632	190 months	\$63,158
Student Center Food Court	\$750,000	Jan 2007	\$4,032	186 months	\$96,774
Additional Student Union	\$750,000	Jan 2007	\$4,032	186 months	\$96,774
New Retail Operation	\$250,000	Nov 2008	\$1,524	164 months	\$36,585
Einstein’s	\$159,997	Sept 2010	\$1,127	142 months	\$27,042
Einstein’s Phase II	\$20,057	Jul 2011	\$152	132 months	\$3,647
Einstein’s Phase II	\$27,208	Mar 2012	\$542	124 months	\$5,266
Retail and Residential Investments	\$141,208	Sept 2013	\$1,332	106 months	\$31,972



Purpose	Original Commitment	Amortization Start	LESSEE Monthly Amortization	Amortization Period	Unamortized Balance as of July 1, 2020
Retail and Residential Investments	\$69,287	Jan 2014	\$679	102 months	\$16,303
Remaining Spend Available as of Dec. 2014, toward 2015 projects	\$19,505	Sept 2015	\$622	82 months	\$15,551
Retail and Residential Investments	\$2,801,006	Sept 2015	\$33,756	82 months	\$843,894
<b>Total</b>					<b>\$1,252,701</b>

The remaining unamortized balance of the Prior Financial Commitments, totaling One Million Two Hundred Fifty-Two Thousand Seven Hundred One Dollars (\$1,252,701) as of July 1, 2020, shall be re-amortized by LESSEE on a straight-line basis over eighty-four (84) months, commencing July 1, 2020, and ending June 30, 2027.

Upon expiration or termination of this Lease by either party for any reason whatsoever prior to complete re-amortization of the Prior Financial Commitments, LESSOR shall (or shall cause LESSEE's successor contractor to) reimburse LESSEE for the unamortized balance as of the end of the month in which the date of expiration or termination occurs, plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue, with respect to any financial commitment, from the date the financial commitment was finalized at the Prime Rate (which shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. banks, such rate to be adjusted on the last day of each Accounting Period) plus two percentage points per annum, computed each Accounting Period on the declining balance. In the event such amounts owing to LESSEE are not paid to LESSEE within 30 days of expiration or termination, LESSOR agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of LESSEE to charge interest for late payment shall not be construed as a waiver of LESSEE's right to receive reimbursement of the unamortized balances on the dates set forth above.

**G. 2020 Lease Financial Commitment:** In consideration of LESSOR's agreement to enter into this Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSEE shall make a financial commitment to LESSOR in an amount up to Twelve Million Nine Hundred Fifty Thousand Dollars (\$12,950,000) (the "2020 Financial Commitment").

The parties hereby agree that the 2020 Financial Commitment shall be committed in various segments (each, a "2020 FC Segment") as follows. The parties may mutually agree upon different uses for each such segment and may reallocate funding between projects, if necessary:

<i>Operating Year</i>	<i>Amount of Segment</i>	<i>Proposed Use(s)</i>
2020-2021	\$650,000	P.O.D. Market & Express/Subway; Residential

<i>Operating Year</i>	<i>Amount of Segment</i>	<i>Proposed Use(s)</i>
	\$150,000	Schulze Patio and Seating Enhancements
2021-2022	\$6,700,000*	New Student Hub Building Contribution
	\$250,000	Schulze Systems (MEP) Upgrades
	\$500,000	Student Union Building Exit Demo & Repair
2023-2024	\$1,700,000	Schulze Servery Innovation Remodel
2032-2033	\$3,000,000	Future Dining Program Project
<b>TOTAL</b>	<b>\$12,950,000</b>	

\* The New Student Hub Building Contribution segment shall be made available immediately upon execution of this Lease to fund design and construction costs. Such contribution is intended to be transferred to University of Louisiana at Monroe Facilities, Inc., to be held in a trust account restricted solely for the use of paying the construction costs of the New Student Hub Building. Any such funds shall be immediately subject to the buyback obligations for unamortized balances detailed in the last paragraph of this Paragraph 3.G.

2020 Financial Commitment funds may be provided directly to LESSOR for use in the foregoing projects and/or may be spent by LESSEE for such uses. Any equipment purchased by LESSEE on LESSOR's behalf shall be purchased as a "sale-for resale" to the LESSOR. LESSOR shall hold title to all such equipment (with the exception of those items which bear the name of LESSEE, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. LESSOR acknowledges that it is a tax-exempt entity and will provide LESSEE with a copy of the appropriate tax-exempt certificate.

LESSEE shall secure LESSOR's approval of all plans and specifications for the construction of the improvements prior to the commencement of any work, which approval shall not be unreasonably withheld. LESSOR at all times during construction shall have full access to the Premises in order to inspect the construction site and the progress of the construction of the improvements. LESSEE shall secure any approvals required under Louisiana law for construction and improvements hereunder from the applicable Louisiana state agencies.

Each 2020 FC Segment shall be amortized on a straight-line basis over a period of months equivalent to the number of full months remaining until the month of June 2037, commencing in each case upon the complete expenditure of the 2020 FC Segment.

Upon expiration or termination of this Lease by either party for any reason whatsoever prior to the complete amortization of the 2020 Financial Commitment, LESSOR shall (or shall cause LESSEE's successor contractor to) reimburse LESSEE for the unamortized balance of the 2020 Financial Commitment as of the date of expiration or termination. In the event such amounts owing to LESSEE are not paid to LESSEE within 30 days of expiration or termination, LESSOR agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of LESSEE to charge interest for late payment shall not be construed as a waiver of LESSEE's right to receive payment of invoices within 30 days of the invoice date.

**4. CLEANING RESPONSIBILITIES:**

**A. LESSEE's Responsibilities:** LESSEE shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods and grease filters) and for the routine cleaning of cafeteria tables and chairs.

LESSEE, at its expense, shall provide regular cleaning service for all food service facilities, including but not limited to windows, floors, light fixtures, draperies and blinds, periodic waxing and buffing of floors, and areas immediately outside of each food service facility. In addition, LESSEE shall be responsible for routine cleaning of all grease traps, duct work, plenum chambers and roof fans. LESSEE shall be responsible for extermination service and for the cost of trash and garbage pickup and removal.

**B. LESSOR's Responsibilities:** LESSEE is encouraged to recycle when possible. No charge will be made for service of recyclable items properly separated by LESSEE.

**5. FOOD SERVICE AND MENUS:**

LESSEE shall operate the Campus Food Service Program for LESSOR, LESSOR's students, faculty, staff and guests at such hours and locations as LESSOR and LESSEE mutually determine. LESSEE shall submit menus to such person as LESSOR shall designate at least one (1) week in advance of implementation.

**6. RETAIL PRICES:**

Retail prices as determined by LESSEE shall be competitive with comparable menu items served by local commercial food operators, unless otherwise mutually agreed to by the parties, and notwithstanding the foregoing shall be in accordance with national brand standards where applicable.

**7. PERSONNEL:**

**A.** LESSEE shall provide and pay a staff of its employees on duty on LESSOR's premises for the efficient management of the Campus Food Service Program. Employees of LESSEE will be subject to the rules and regulations of LESSOR while on LESSOR's premises.

**B.** LESSEE shall assign to duty on LESSOR's premises only employees acceptable to LESSOR.

**C.** LESSEE will utilize existing permanent hourly employees employed under the Louisiana Civil Service classified system. LESSEE will pay the actual cost, inclusive of salaries and fringe benefits, for all labor cost and benefits, for LESSOR personnel utilized by LESSEE upon commencement of this Lease. LESSEE will comply with State of Louisiana Office of Civil Service regulations concerning termination and transfer of LESSOR personnel.

**D.** LESSEE will offer the option of employment on a fair trial basis to those present food service employees electing to transfer employment from LESSOR to LESSEE, but will not be required to retain those who do not meet LESSEE's standards, performance expectations and adherence to company policies or procedures.

**E.** If LESSEE incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by LESSOR or by LESSEE at the direction of LESSOR, which action LESSEE would not have taken but for LESSOR's direction, where LESSEE is not found to be at fault, LESSOR shall reimburse LESSEE for such costs.

**F.** LESSEE agrees that no supervisory employees of LESSOR shall be hired by LESSEE for the term of this Lease and six (6) months thereafter, unless written approval by LESSOR is secured approving such action.

LESSOR acknowledges that LESSEE has invested considerable amounts of time and money in training its supervisory employees in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to LESSEE's manner of conducting its business and that such information is available, on a confidential basis, to LESSEE's supervisory employees. Therefore, LESSOR agrees that supervisory employees of LESSEE will not be hired by LESSOR, during the term of this Lease, unless written approval is secured, approving such action.

In addition, LESSOR agrees that if it violates the conditions set forth in the immediately preceding paragraph, then LESSOR shall pay to LESSEE and LESSEE shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of the LESSEE supervisory employee hired by LESSOR in violation of the terms of this Lease.

**G.** LESSEE agrees 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 LESSEE agrees to abide by the requirements of the Americans with Disabilities Act of 1990. LESSEE agrees not to discriminate in its employment practices, and will render services under this Lease without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by LESSEE, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Lease.

**H.** All benefits accrued by LESSOR's employees prior to July 15, 2002, will be paid by LESSOR as a LESSOR cost. LESSEE will pay for those benefits accrued during the term of this Lease and the Prior Lease.

**8. HEALTH EXAMINATIONS:**

LESSEE shall cause all employees assigned to duty on LESSOR's premises to submit to periodic health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to LESSOR upon request.

**9. PURCHASING:**

LESSEE shall purchase and pay for all food, supplies and services utilized in the Campus Food Service Program.

**10. INVENTORY OF FOOD AND SUPPLIES:**

At the termination of this Lease, if requested by LESSEE, LESSOR agrees to either purchase directly or to cause LESSEE's successor to purchase LESSEE's usable inventory of food and supplies. The purchase price for such inventory shall be LESSEE's invoice cost.

**11. LICENSES, PERMITS AND TAXES:**

LESSEE shall obtain all federal, state and local licenses and permits required for the Campus Food Service Program, and shall be responsible for all sales, use, excise, state and local business and income taxes attributable to the Campus Food Service Program.

**12. INSURANCE:**

LESSEE shall provide workers' compensation insurance as required by law. In addition, LESSEE shall carry comprehensive general liability insurance, including products, contractual, and broad form vendor's coverage, with limits of Two Million Dollars (\$2,000,000), combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause." In addition, LESSEE shall carry automobile liability insurance, with limits of One Million Dollars (\$1,000,000) combined single limit per accident, for bodily injury and property damage. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient. LESSEE shall annually furnish to LESSOR a certificate of insurance indicating that such coverage is in effect.

LESSOR and LESSEE waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

LESSEE's liability shall not under any circumstances exceed the amount of the actual proceeds of insurance for the applicable claim (including the deductible portion), not to exceed the amount of the limits of insurance required in this Paragraph 12. In no event will either party be liable to

the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

**13. FINANCIAL TERMS:**

**A. LESSOR Responsibilities:** All facilities and equipment to be provided by LESSOR shall be at LESSOR's expense.

**B. Board Plan Rates:** LESSEE agrees to prepare and serve meals for LESSOR's students, faculty and staff participating in the Board Plan at the following rates for the 2019-2020 operating year (rates do not include any state or local sales tax), as noted below:

Meal Plan	Description	Rate
All Access Platinum	All Access + \$300 flex	\$1,984 per semester
All Access Gold	All Access + \$200 flex	\$1,894 per semester
All Access Silver*	All Access + \$100 flex	\$1,802 per semester
Maroon Plan**	160 Meals/Semester + \$515 flex	\$1,679 per semester
Village Plan (Apt.)**	55 Meals/Semester + \$415 flex	\$900 per semester
Schulze Commuter	30 Meals/Semester	\$150 per semester
Commuter 1	20 Meals/Semester + \$275 flex	\$400 per semester
Commuter 2	\$300 flex	\$300 per semester
Summer Resident Plan*	\$333 flex	\$333
Village Summer Plan*	\$233 flex	\$233
Faculty Plan	20 Meals + \$100 flex	\$220

\* Default Plan

\*\* Available to upperclassmen only.

Unused flex points will roll over from Fall semester to Spring semester and from Summer 1 to Summer 2, provided the student is still enrolled in a resident meal plan. Any unused flex points remaining at the end of the Spring semester and Summer 2 shall expire and be retained by LESSEE.

These prices shall be for the 2019-2020 operating year as noted above. Prices assume a maximum of 210 meal plan service days. Prices will be adjusted annually as mutually agreed upon in writing by the parties based upon the increase in the CPI index or no more than five percent (5%) per year (unless any existing or newly enacted Federal or State laws impose increased costs above the stated maximum percentage). Annual adjustments shall be agreed upon in writing by the parties; such adjustments shall not require an amendment to the Lease provided they are duly authorized in writing by LESSOR and LESSEE.

Effective beginning in the Fall 2021 semester, an additional \$50 flex shall be added to the All Access plans, Maroon Plan and Village Plan, with prices to be adjusted to include the \$50 flex increase and the CPI adjustment as stated above.

LESSEE shall submit requests for increases in meal board plans no later than March 1 of each year this Lease is in effect. Increases shall be approved by the authorized University representative.

Policies related to operation of services provided to LESSOR's students shall be submitted for approval prior to March 1 of each year to become effective for the following fall semester. All operation of service policies shall be approved by LESSOR.

**C. Catering:** LESSEE shall provide catering services for special groups and Presidential functions authorized by LESSOR at prices to be mutually agreed upon. LESSEE shall have exclusive rights to serve food in those facilities included within this Lease, only. LESSEE may choose to rent those leased facilities at its discretion as long as the activities conducted are within the terms of this Lease. LESSEE agrees to pay LESSOR a catering fee in the amount of Eight Percent (8%) of catering Net Sales (excluding alcohol sales) except as provided in Paragraph 3.B above.

LESSEE shall provide LESSOR with an annual (based on a July 1 to June 30 year) fund in the amount of Thirty-Five Thousand Dollars (\$35,000) for use at LESSOR's discretion for catering services for LESSOR's President (the "Presidential Catering Fund"), to be used for the promotion and advancement of the University. The pricing for any such catering services shall be based upon LESSEE's retail pricing as contained in LESSEE's catering guides. LESSOR shall not retain any interest in any remaining balance in such fund at the end of an Operating Year or upon expiration or termination of this Lease, nor shall any remaining balance roll over to the following Operating Year.

**D. Lease Payment:** LESSEE agrees to pay LESSOR a lease payment (the "Lease Payment") in the amount of Ten Percent (10%) of Net Sales (excluding alcohol sales).

**E. Lease Payment Details:** Within fifteen (15) days after the end of each quarter, LESSEE will pay to LESSOR the amount of the Lease Payment for that quarter pursuant to Paragraph 13.D above. Each quarterly lease payment shall be accompanied by a detailed report indicating total sales by sales category and the percentage of sales lease payment for the preceding quarter. Lease payments shall be made by check and shall be made payable to the University of Louisiana at Monroe.

**F. Payment Terms:** All invoices submitted by LESSEE and LESSOR shall be paid within fifteen (15) days of the invoice receipt date. In the event that invoices are not paid within thirty (30) days of the invoice receipt date, a penalty or late fee shall be assessed based on the maximum rate allowable by law on the unpaid balance, computed from the invoice receipt date until paid.

**G. Guaranteed Return Reconciliation:** LESSEE has guaranteed that LESSOR shall receive the following minimum Lease Payment amounts (which include all applicable taxes) during each of the following Operating Years (each, a "Minimum Lease Payment"). In the event that Lease Payments pursuant to Paragraph 13.D, above, do not, with respect to any particular Operating Year, equal at least the Minimum Lease Payment amount set forth below opposite each Operating Year, then LESSEE shall, within 30 days following the end of such Operating Year, pay to LESSOR an amount equivalent to the difference of (i) the amount of the Minimum Lease Payment for such Operating Year minus (ii) the actual Lease Payment amount paid to LESSOR for such Operating Year.

<i>Operating Year</i>	<i>Minimum Lease Payment</i>
2020-2021	\$679,058
2021-2022	\$759,370
2022-2023	\$785,477
2023-2024	\$812,500
2024-2025	\$840,473
2025-2026	\$869,430
2026-2027	\$899,278
2027-2028	\$930,173
2028-2029	\$962,153
2029-2030	\$995,254
2030-2031	\$1,025,078
2031-2032	\$1,055,795
2032-2033	\$1,087,433
2033-2034	\$1,120,019
2034-2035	\$1,153,582
2035-2036	\$1,188,151
2036-2037	\$1,223,756

**H. Endowed Scholarship Fund:** LESSEE shall contribute One Hundred Sixty Thousand Dollars (\$160,000) in each Operating Year to LESSOR to be awarded by LESSOR at LESSOR's discretion. LESSEE shall contribute such amount to the ULM Development Foundation.

**14. CARD ACCESS REIMBURSEMENT:**

LESSEE shall make annual payments (the "POS Access Fee") to LESSOR in the amount of \$35,000 for the 2020-2021 Operating Year and in the amount of \$50,000 for each Operating Year thereafter for access and use of the LESSOR's Warhawk ID Services (WIDS). LESSOR will continue to maintain under its service agreement all the WIDS-related equipment initially in place in the



leased facilities at the date of takeover. Any additional equipment LESSEE deems needed will be at LESSEE's acquisition cost.

## **15. ACCOUNTING**

**A.** The LESSOR expects the LESSEE to implement generally accepted accounting principles and practices in the daily operation of the Lease.

1. The LESSEE will establish and maintain adequate internal controls.
2. [Intentionally omitted.]
3. The LESSOR reserves the right to audit or cause to be audited the LESSEE's accounting records and obtain other desired information pertaining to the lease.
4. The LESSOR will serve as an agent to the LESSEE in regards to the sale of the meal plan options.
5. All meal plan activations will be handled through the LESSOR's WIDS office and distributed through the LESSOR's accounting systems.
6. The LESSEE will use the LESSOR's Point-of-Sale (POS) equipment furnished by the LESSOR for all of the daily cash and meal plan transactions.
7. The LESSEE will have access to information recorded in the LESSOR WIDS card system pertaining to the student, faculty, and staff meal plan data.
8. The LESSOR will, by the tenth business day after the end of each semester's late registration period (which shall not, in any event, exceed twenty (20) class days), produce a check made payable to the LESSEE for Ninety-Seven and One-Half Percent (97.5%) of all meal plan money for the semester as determined by the number of meal plan participants enrolled in each meal plan as of that date times the meal plan rate for the effective semester. The remaining Two and One-Half Percent (2.5%) of the calculated amount described above will be held for refunds, resignations, drops and similar items. This remaining balance, after adjusting for such refunds, resignations, drops and similar items, will be paid to the LESSEE within ten (10) business days at the end of the semester. The calculation of refunds, drops, and resignations will be based on the proportional number of days the student was enrolled in the meal plan as well as the amount of declining balance used up to the date of dropping out of the meal plan.

"Warhawk Express" food sales will be distributed to the contractor on a monthly basis.

9. The LESSEE will provide the LESSOR with quarterly financial statements. The format of this report shall be mutually agreed to in writing upon prior to the end of the first quarter.

10. The LESSEE shall make the lease payment to the LESSOR quarterly as follows:

a. The LESSEE shall provide with each payment a detailed report indicating total sales by sales category and gross dollar sales.

b. Lease payment shall be by check and shall be made payable to The University of Louisiana at Monroe. Checks may be mailed to:

ULM Auxiliary Services  
700 University Avenue  
Monroe, LA 71209-2200

11. The LESSOR operates its fiscal year July 1 - June 30.

12. The LESSOR's WIDS system will provide the LESSEE with all pertinent information pertaining to meal plan activity. The activity will include meal plans sold, meal plans refunded, if any, and any other information contained in the WIDS system.

13. The LESSOR, in cooperation with the LESSEE, will be responsible for refunding meal plan money, if any. The LESSOR and the LESSEE shall establish applicable refund policies to be reviewed and approved prior to sale of any meal plans.

14. During early and late registration periods, LESSOR shall remit collected fees to LESSEE by the tenth business day after the end of each semester's late registration period (which shall not, in any event, exceed twenty (20) class days) in accordance with paragraph 8., above.

15. LESSOR shall not collect fees on behalf of LESSEE at any other periods.

**B.** LESSEE shall have access to those appropriate LESSOR database systems so as to facilitate its obligations contained within this Lease. LESSEE acknowledges and accepts LESSOR's mandates under FERPA regulations and all applicable Louisiana laws which protect the privacy of certain student records.

**C.** LESSEE shall have access to LESSOR's WIDS system. LESSEE shall not be permitted to utilize any other system for the purpose of point of sale or meal management during the term of this Lease. LESSEE may utilize other systems in the performance of its duties including but not limited to inventory or payroll software.

## **16. RENEGOTIATION**

LESSOR agrees that financial terms set forth in this Lease and other obligations assumed by LESSEE hereunder are based on conditions in existence on the date LESSEE commences operations, including by way of example, LESSOR's population, Labor Costs, food and supply costs; and federal, state and local sales, use and excise taxes. The following items shall constitute cause for re-negotiation of the terms and conditions contained within this Lease:

a. The Base Resident Student Population has been mutually established at (i) for each fall semester, nineteen hundred (1,900) students and (ii) for each spring semester, seventeen hundred (1,700) students. If during the term of this Lease the actual resident student population falls by five percent (5%) or more below the Base Resident Student Population, or if the actual resident student population increases by ten percent (10%) or more above the Base Resident Student Population, the terms and conditions contained within this Lease shall be renegotiated to equitably compensate LESSEE for the financial impact of such change. If such renegotiation occurs, the actual student resident population figure that triggered the renegotiation shall become the Base Resident Student Population figure to be used on a going-forward basis.

b. Documented cost of operations which exceed the maximum allowable board plan increases permitted by this Lease which prohibit LESSEE from meeting its financial and operational obligations contained in this Lease. If renegotiation is sought on these grounds, LESSEE shall provide LESSOR with prior year financial data including year-end operating results under this Lease, with most recent two fiscal years serving as baseline results. LESSEE must also provide pro-forma income statement covering LESSEE's operations under this Lease indicating expected increases and results.

Following the close of the year in which renegotiated terms were instituted, LESSEE shall provide year-end reports, which shall be compared to baseline years. In the event the sum of all receipts collected by LESSEE during the year exceeds the sum of LESSEE's direct and indirect expenses, including all payments made to LESSOR hereunder, for the year by more than five percent, as adjusted by the CPI, LESSEE shall remit to LESSOR the amount by which such receipts exceed the sum of LESSEE's direct and indirect expenses plus five percent.

c. Notwithstanding anything herein to the contrary, the Board Plan rates set forth in Paragraph 13.B are based on the federal and state minimum wage laws in effect as of the date LESSEE commences operations hereunder. Should the minimum wage be increased at any time after such date pursuant to any federal, state or local law or regulation, LESSEE may request, subject to LESSOR approval, a pro rata increase in its Board Plan rates to cover increased Labor Costs resulting directly or indirectly from such increase.

d. If LESSEE's costs increase due to increases in employee health and welfare benefits costs or due to causes beyond LESSEE's control, including, but not limited to, an increase in federal, state or local minimum wage rates, an increase in employer contributions to social security or payroll taxes (including retroactive changes to such contributions), or changes in a

collective bargaining agreement covering LESSEE's or LESSOR's employees, then LESSEE shall give LESSOR written notice of such increase, and ten (10) business days after such notice, the financial terms of this Lease shall be adjusted automatically to reflect the full amount of such increase in costs, such adjustment to be retroactive to the date of such increase.

**17. FORCE MAJEURE**

Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Lease, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure". In the event of a Force Majeure which interferes with the Campus Food Service Program, upon request, LESSEE shall take all reasonable steps to continue to provide service upon terms and conditions satisfactory to LESSEE and LESSOR.

**18. ACCURATE BOOKS AND RECORDS**

LESSEE shall maintain accurate books and records in connection with the Campus Food Service Program and shall retain such records throughout the term of this Lease and for the required period following termination of this Lease pursuant to prevailing Federal, State, and Local record retention laws. All records related to LESSEE's operations pursuant to this Lease shall be open and accessible to inspection by LESSOR and/or State of Louisiana Legislative Auditors and other appropriate officials as requested.

**19. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS**

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

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

**20. NOTICE**

Notices required to be provided under this Lease shall be in writing and shall be deemed to have been duly given if mailed certified mail return receipt as follows:

To LESSEE:

Aramark Educational Services, LLC  
Aramark Higher Education  
2400 Market Street  
Philadelphia, PA 19103  
ATTN: Vice President and Chief Financial Officer

To LESSOR:

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

- and -

University of Louisiana at Monroe  
700 University Avenue  
Monroe, LA 71209  
ATTN: Vice President of Student Affairs

## **21. ENTIRE AGREEMENT AND AMENDMENTS**

This Lease, and any properly executed amendment thereto, shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

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

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

## **22. WAIVER**

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

(iii) any right or remedy in connection with subsequent breach or default on the part of the other party.

## **23. TERMINATION**

**A.** The parties may terminate this Lease for default as set forth in subparagraphs B and C below. The occurrence of any of the items outlined in subparagraphs B and C below shall be construed as an event of default by the LESSEE or LESSOR, as applicable. Upon the occurrence of an event of default, the defaulting party shall be provided written notice by the other party giving thirty (30) days in which to remedy the default and avoid termination. Failure of the defaulting party to remedy the event of default within thirty (30) days from the date of the written notice shall result in immediate termination of the Lease; provided, however, that, at LESSOR's option, in the event of a termination of this Lease due to a default by LESSEE that is not cured as set forth herein, the LESSEE shall continue to perform its obligations under the Lease up to a maximum of One Hundred Eighty (180) days from the date of termination. During this period both parties shall continue to be bound by the terms and conditions of the Lease.

Notwithstanding anything contained elsewhere in this Lease to the contrary, either party may terminate this Lease for its convenience upon ninety (90) days prior written notice to the other party.

### **B. LESSEE DEFAULT:**

1. If LESSEE fails to pay the Lease Payments as set forth in Paragraphs 13.D and 13.E, the Guaranteed Return as set forth in Paragraph 13.G, or any expenses assumed by LESSEE in this Lease promptly, as stipulated, provided, however, that upon the third such failure to pay, LESSOR may exercise any rights granted herein or otherwise without the necessity to give LESSEE such 30 day notice to cure.

2. If LESSEE fails to meet those capital outlay commitments within allocated timetables provided for in Paragraph 3.I of this Lease (provided that such failure is not due to any action, or inaction, upon the part of LESSOR); except as provided in EXCUSED PERFORMANCE described in Paragraph 25.

3. If LESSEE fails to establish replacement and repair fund as described within this Lease on an annual basis.

4. If LESSEE fails to meet utility reimbursement commitment.

5. If LESSEE fails to comply with any of the provisions and/or conditions detailed in this Lease.

6. If LESSEE, after commencement of construction, but prior to substantially completing construction of the improvements to the Leased Premises or any committed

additions, abandons (with no intent to continue) construction on any part of the Leased Premises for a period of 30 consecutive days.

**C. LESSOR Default:**

1. If LESSOR shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Lease for any reason other than Excused Performance (as described in Paragraph 25), LESSEE shall give LESSOR a written notice of such breach.

2. If LESSOR, without review, consideration and collaboration with LESSEE changes any policies existing at inception of this Lease which change adversely affects LESSEE's ability to meet financial and/or operational expectations of this Lease.

**24. EARLY TERMINATION**

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

**25. EXCUSED PERFORMANCE**

In the event that the performance of any terms or provisions of this Lease (other than the payment of moneys) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent (the foregoing collectively referred to as "Excused Performance"), the party so interfered with may at its option suspend, without liability, the performance of its obligations (other than the payment of moneys) during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

**26. INDEMNIFICATION**

LESSEE agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent such claims, demands, expenses and liabilities may arise out of any negligent act or omission of LESSEE, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by LESSEE as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

LESSEE agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. LESSOR agrees to immediately notify LESSEE in writing of all losses or claims for which it will seek indemnity from LESSEE under this Lease. LESSOR agrees not to incur any cost or expense with respect to any such claim without the approval of LESSEE and further agrees to fully cooperate with LESSEE in the investigation, defense and settlement of all such claims.

**27. GOVERNING LAW**

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

**28. PERFORMANCE AND PAYMENT BONDS**

During the term of this Lease, LESSEE shall obtain a payment bond and a performance bond, each in the amount of Five Hundred Thousand Dollars (\$500,000) and provide LESSOR with a copy. The bonds shall be extended annually by the surety or insurance company during the initial term of the Lease and during the period of extension, if so extended.

**29. ASSIGNMENT**

Neither LESSOR nor LESSEE shall assign this Agreement without the prior written consent of the other; provided, however, that either party may assign the Agreement to an Affiliate without the consent of the other party. For purposes of this Agreement, "Affiliate" shall mean a company which controls, is controlled by or is under common control with the assigning party or its ultimate parent company.

**[SIGNATURE PAGES FOLLOW]**



State of Louisiana  
Parish of East Baton Rouge

THUS DONE AND SIGNED by ULS in three originals as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES AS TO SYSTEM:                      UNIVERSITY OF LOUISIANA SYSTEM

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Title:

State of Louisiana  
Parish of Ouachita

THUS DONE AND SIGNED by LESSOR in three originals as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES AS TO LESSOR:

UNIVERSITY OF LOUISIANA AT MONROE

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

Commonwealth of Pennsylvania  
County of Philadelphia

THUS DONE AND SIGNED by LESSEE in three originals as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES AS TO LESSEE:

ARAMARK EDUCATIONAL SERVICES, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Christian Dirx  
Vice President

\_\_\_\_\_

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**February 28, 2020**

- Item H.12.**     **University of New Orleans’ request for approval that a lecture hall located in the College of Business’s Kirschman Hall be named the “Joseph and Deborah Exnicios Lecture Hall.”**

**EXECUTIVE SUMMARY**

UNO requests that a lecture hall located in the College of Business’ Kirschman Hall be named the “*Joseph and Deborah Exnicios Lecture Hall.*” Mr. Joseph S. Exnicios, President of Hancock Whitney Bank, is a leading New Orleans business leader and philanthropist. He has served the University of New Orleans directly as both a board member and president of the University of New Orleans Foundation, as a member of the President’s Advisory Council, 100 Voices for UNO, the Investiture Tribute Committee and through his influence in the region.

The contributions of Hancock Whitney Bank and Joseph Exnicios were instrumental in the establishment of these Louisiana Board of Regents Support Fund endowments at the University of New Orleans: *Hancock Whitney Endowed Professorships in Finance I and II, Hancock Whitney Endowed Professorships in Economics I, II, and III.* The private funding for these five endowed professorships was \$600,000. Hancock Whitney has sponsored the UNO Institute for Economic Development & Real Estate Research and supports university alumni engagement as a sponsor of the annual Distinguished Alumni Gala and the University’s Hall of Distinction. Mr. and Mrs. Exnicios give generously to support the University’s general scholarship program. Most recently, Mr. Exnicios graciously accepted a position on the Campaign Cabinet for the University’s first comprehensive campaign.

Over the years, Mr. Exnicios’ community service and philanthropy have extended to many organizations in the community including U.S. Navy League, Bureau of Governmental Affairs, St. Aloysius Century Fund, Greater New Orleans Educational Television Foundation, Junior Achievement of Greater New Orleans, Lambeth House Foundation, Boy Scouts of America, Southeast Council President and Distinguished Citizen Award Event Chair 2012-15, LSU Health Sciences Board of Directors, United Way of Southeast Louisiana, Metropolitan Crime Commission, and the Urban League of Greater New Orleans.

## **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval that a lecture hall located in the College of Business' Kirschman Hall be named the "Joseph and Deborah Exnicios Lecture Hall."



THE UNIVERSITY of  
NEW ORLEANS

OFFICE OF THE PRESIDENT

January 20, 2020

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

Re: *The Joseph and Deborah Exnicios Lecture Hall*

Dear Dr. Henderson:

On behalf of the University of New Orleans, I am requesting that the attached proposal for dedication of a lecture hall in the College of Business's Kirschman Hall on the University of New Orleans campus as "*The Joseph and Deborah Exnicios Lecture Hall*" be submitted to the University of Louisiana System Board of Supervisors for its consideration and approval.

Please feel free to contact me if you have any additional questions regarding this matter. You may reach me via email at [jnicklow@uno.edu](mailto:jnicklow@uno.edu).

Sincerely,

John W. Nicklow, PhD  
President

To: University of Louisiana System President James B. Henderson and members of the University of Louisiana Board of Supervisors

Date: January 20, 2020

Re: *The Joseph and Deborah Exnicios Lecture Hall*

### 1. Summary

The University of New Orleans requests that a lecture hall located in the College of Business's Kirschman Hall be dedicated as "*The Joseph and Deborah Exnicios Lecture Hall*" in recognition of significant economic, financial and charitable contributions of Joe and Debbie Exnicios to the State of Louisiana, the City of New Orleans and the University of New Orleans ("University").

Joseph S. Exnicios, President of Hancock Whitney Bank, is a leading New Orleans business leader and philanthropist. He has served the University of New Orleans directly as both a board member and president of the University of New Orleans Foundation, as a member of the President's Advisory Council, 100 Voices for UNO, the Investiture Tribute Committee and through his influence in the region.

The contributions of Hancock Whitney and Joseph Exnicios were instrumental in the establishment of these Louisiana Board of Regents Support Fund endowments at the University of New Orleans: *Hancock Whitney Endowed Professorship in Finance I*, *Hancock Whitney Endowed Professorship in Finance II*, *Hancock Whitney Endowed Professorship in Economics I*, *Hancock Whitney Endowed Professorship in Economics II*, *Hancock Whitney Endowed Professorship in Economics III*. The private funding for these five endowed professorships was \$600,000. Hancock Whitney has sponsored the UNO Institute for Economic Development & Real Estate Research and supports university alumni engagement as a sponsor of the annual Distinguished Alumni Gala and the University's Hall of Distinction. Mr. and Mrs. Exnicios give generously to support the University's general scholarship program. Most recently, Mr. Exnicios graciously accepted a position on the Campaign Cabinet for the University's first comprehensive campaign.

Over the years, Mr. Exnicios' community service and philanthropy has extended to many organizations in the community including U.S. Navy League, Bureau of Governmental Affairs, St. Aloysius Century Fund, Greater New Orleans Educational Television Foundation, Junior Achievement of Greater New Orleans, Lambeth House Foundation, Boy Scouts of America, Southeast Council President and Distinguished Citizen Award Event Chair 2012-2015, LSU Health Sciences Board of Directors, United Way of Southeast Louisiana, Metropolitan Crime Commission, and the Urban League of Greater New Orleans.

### 2. Budget Note

Not applicable. The cost of any plaques or other expense related to the naming will be paid for with non-state funds.

### 3. Related Documents

This proposal is in compliance with University of Louisiana Board of Supervisors: C-VI Facilities Planning