

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

**FACILITIES PLANNING COMMITTEE**

**June 25, 2020**

**Item H.1.**      **Louisiana Tech University's** request for approval to demolish Cottingham Hall, Richardson Hall, and Mitchell Hall.

**EXECUTIVE SUMMARY**

Cottingham Hall (S07840) is a three-story residential facility containing 20,394 square feet of space that was constructed in 1949. Richardson Hall (S07842) is a three-story residential facility containing 20,731 square feet of space that was also constructed in 1949. Mitchell Hall (S07862) is a four-story residential facility containing 53,291 square feet of space that was constructed in 1962. The buildings are currently in poor condition.

The University and consulting architects have reviewed the buildings and determined that the cost to resolve infrastructure failures within the buildings and to bring them up to current codes is not cost effective.

The Board of Supervisors and Board of Regents previously approved leases with Innovative Student Facilities to construct new replacement housing and recreational space on the current sites. In order to begin construction of these new facilities in 2021, approval must be granted by the Board to demolish these sites.

Please refer to the attached photos to view the structures.

**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 to demolish Cottingham Hall, Richardson Hall, and Mitchell Hall.

***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 said demolitions.

***AND FURTHER***, that the University will provide Board Staff with copies of approvals and recovery activities.



H.1.

# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

June 1, 2020

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

Cottingham Hall is a three-story residential facility containing 20,394 square feet of space that was constructed in 1949. The building is currently in poor condition. The University and consulting architects have reviewed the building and determined that the cost to resolve infrastructure failures within the building and to bring it up to current codes is not cost effective.

Replacement housing is under construction and will be available for occupancy at the end of the Spring Quarter 2021. The Board of Supervisors and Board of Regents approved a lease with Innovative Student Facilities to construct new replacement housing and recreational space on the current Cottingham Hall site. In order to begin construction of these new facilities in 2021, approval must be granted by the Board of Supervisors to demolish Cottingham Hall.

It is the intent of the University to combine asbestos abatement and demolition within a single bid and by a single contractor. Louisiana Tech University will work with professional designers and oversight agencies to ensure that all abatement and demolition is done in accordance with state and federal regulation.

We respectfully request permission to begin the process to demolish this facility. The process will require a review and concurrence from Facility Planning and Control and area legislators.

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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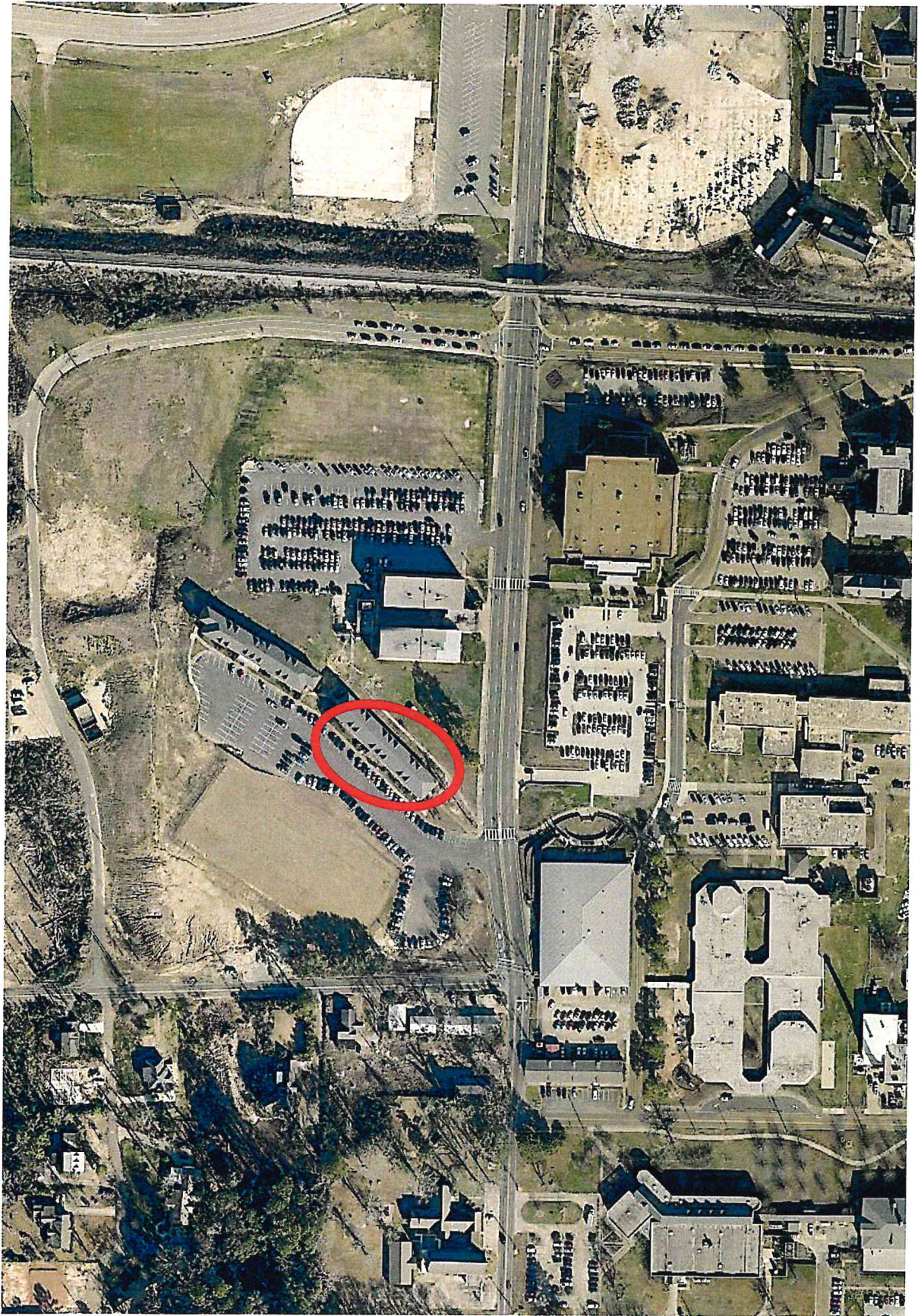
Cottingham Hall, 20,394 s.f.

State Building I.D. S07840

Site I.D. 731002/39











# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

June 1, 2020

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

Richardson Hall is a three-story residential facility containing 20,731 square feet of space that was constructed in 1949. The building is currently in poor condition. The University and consulting architects have reviewed the building and determined that the cost to resolve infrastructure failures within the building and to bring it up to current codes is not cost effective.

Replacement housing is under construction and will be available for occupancy at the end of the Spring Quarter 2021. The Board of Supervisors and Board of Regents approved a lease with Innovative Student Facilities to construct new replacement housing and recreational space on the current Richardson Hall site. In order to begin construction of these new facilities in 2021, approval must be granted by the Board of Supervisors to demolish Richardson Hall.

It is the intent of the University to combine asbestos abatement and demolition within a single bid and by a single contractor. Louisiana Tech University will work with professional designers and oversight agencies to ensure that all abatement and demolition is done in accordance with state and federal regulation.

We respectfully request permission to begin the process to demolish this facility. The process will require a review and concurrence from Facility Planning and Control and area legislators.

Sincerely,

Leslie K. Guice  
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

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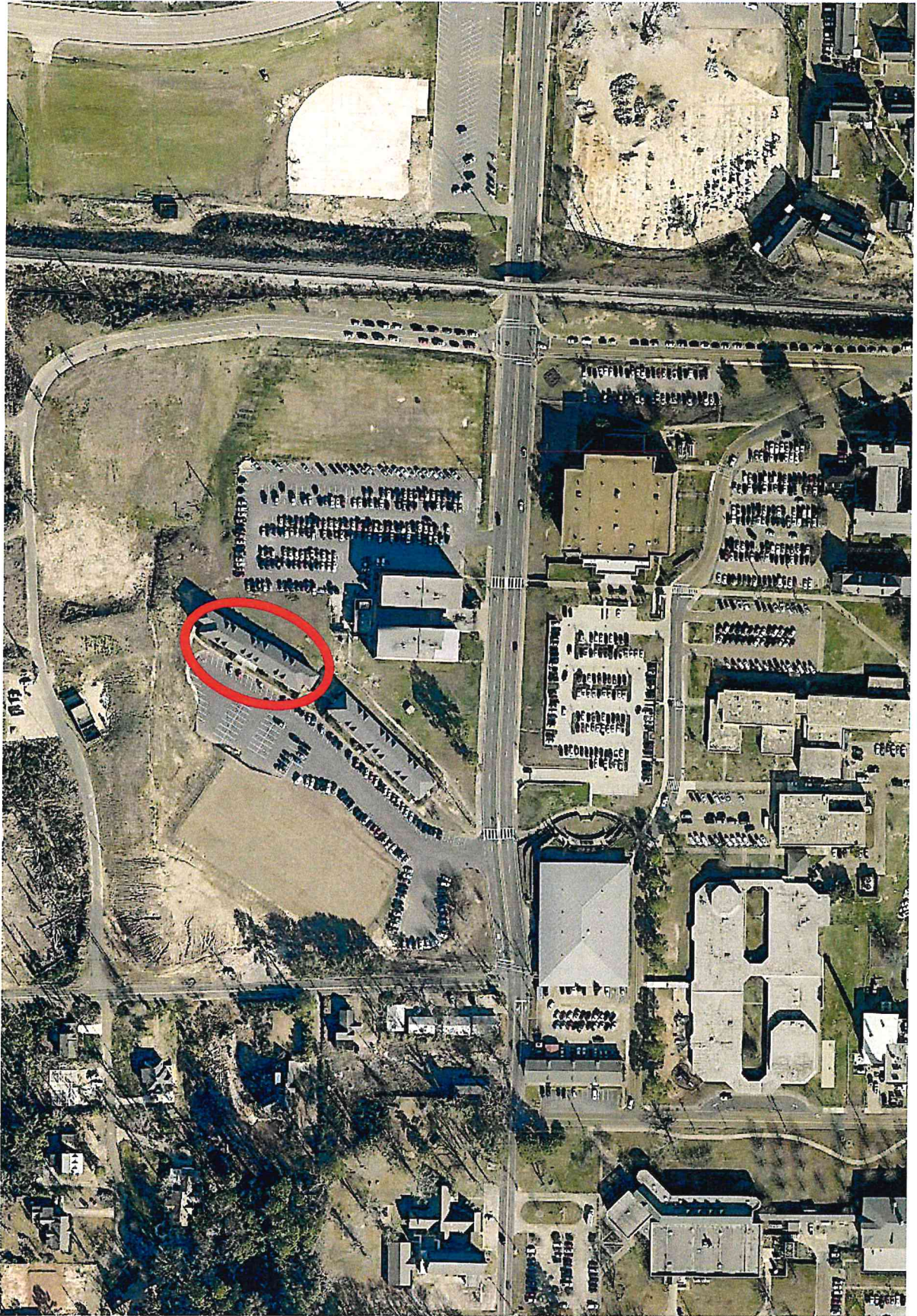
Richardson Hall, 20,731 s.f.

State Building I.D. S07842

Site I.D. 731002/41











# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

June 1, 2020

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

Mitchell Hall is a four-story residential facility containing 53,291 square feet of space that was constructed in 1962. The building is currently in poor condition. The University and consulting architects have reviewed the building and determined that the cost to resolve infrastructure failures within the building and to bring it up to current codes is not cost effective.

Replacement housing is under construction and will be available for occupancy at the end of the Spring Quarter 2021. The Board of Supervisors and Board of Regents approved a lease with Innovative Student Facilities to construct new replacement housing and recreational space on the current Mitchell Hall site. In order to begin construction of these new facilities in 2021, approval must be granted by the Board of Supervisors to demolish Mitchell Hall.

It is the intent of the University to combine asbestos abatement and demolition within a single bid and by a single contractor. Louisiana Tech University will work with professional designers and oversight agencies to ensure that all abatement and demolition is done in accordance with state and federal regulation.

We respectfully request permission to begin the process to demolish this facility. The process will require a review and concurrence from Facility Planning and Control and area legislators.

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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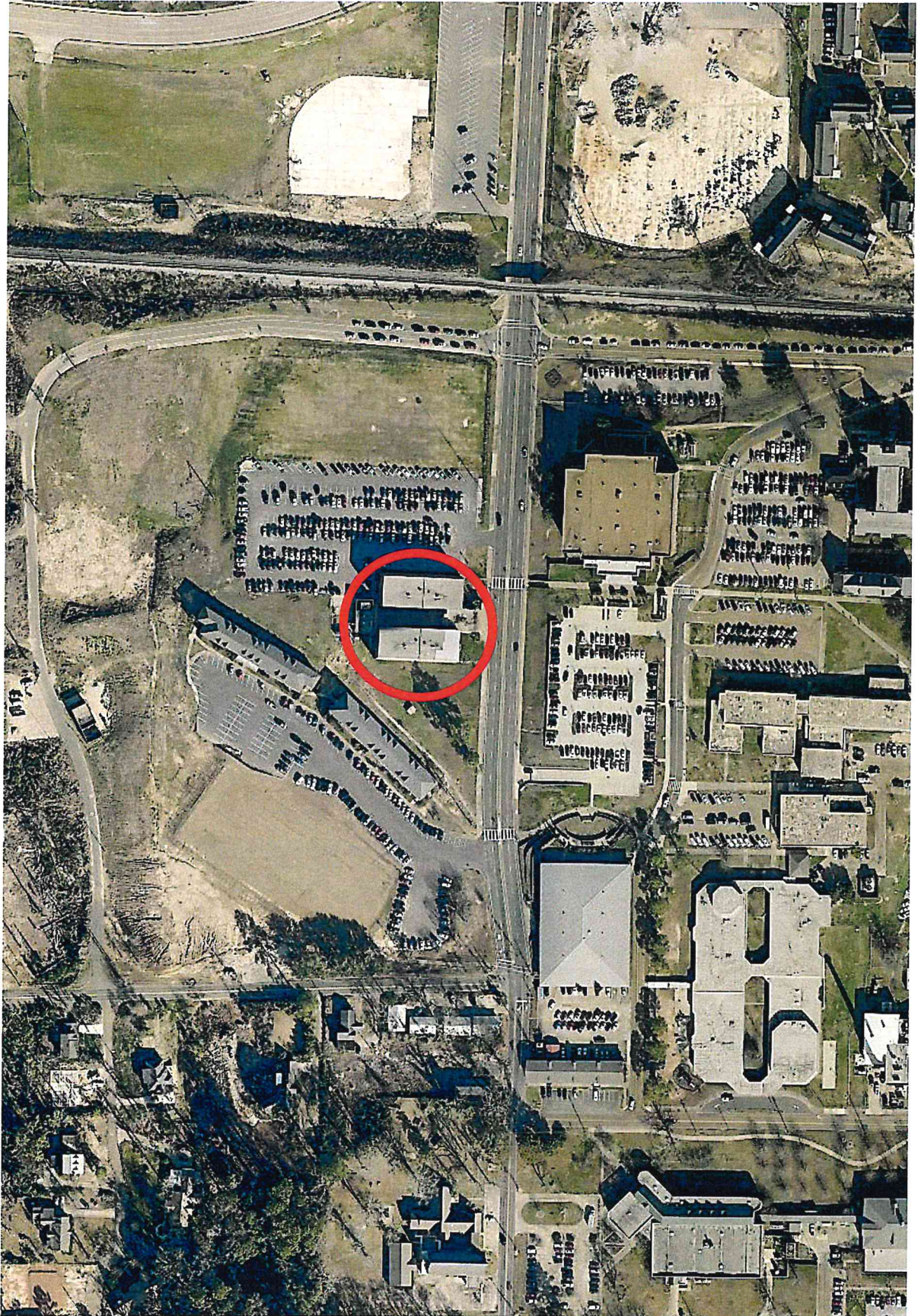
Mitchell Hall, 53,291 s.f.

State Building I.D. S07862

Site I.D. 731002/59









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

**FACILITIES PLANNING COMMITTEE**

**June 25, 2020**

- Item H.2.**     **McNeese State University's** request for approval to enter into a Ground Lease Agreement with the McNeese State University Foundation to install artificial turf at Joe Miller Ballpark and to enter into a related cooperative endeavor agreement with the McNeese Foundation and the Lake Charles/Southwest Louisiana Convention and Visitor's Bureau.

**EXECUTIVE SUMMARY**

McNeese needs to install artificial turf in the outfield area of its baseball field at Joe Miller Ballpark. The McNeese State University Foundation (Foundation) is willing to provide \$800,000 to make necessary site improvements and to install the new turf. McNeese would use \$200,000 for certain necessary materials out of dedicated funds allowed by statute for capital improvements (Calcasieu Parish Funds or Calcasieu Parish Higher Education Improvement Funds). The total cost is estimated to be \$1 million.

To carry out the project, the University would lease land to the Foundation. The Foundation would enter into a contract with a turf manufacturer to install the new turf. The Foundation would also contract with the engineers, consultants, testing labs, and contractors that may be necessary. Once the turf project is fully completed, the Foundation would donate the new turf to the University free and clear, and the lease would terminate. The term of this lease would begin on July 1, 2020 and would end on December 31, 2020, or at such time as the donation of improvements is executed, whichever occurs first.

The Foundation would be reimbursed for its \$800,000 contribution through a cooperative endeavor agreement between McNeese State University, the McNeese Foundation, and the Lake Charles/Southwest Louisiana Convention and Visitor's Bureau (CVB). The agreement would require the CVB to reimburse the Foundation \$600,000 over a period of six years. In exchange for the CVB contribution, the University would allow the CVB to use the baseball field at no cost for six years during the months of June and July when the McNeese baseball program is not using the field. The CVB would use the baseball field for baseball tournaments, which would provide economic development for the area. The McNeese Baseball program would raise private funds and reimburse the Foundation for the remaining \$200,000 over a period of eight years.

McNeese State University requests permission to enter into a land lease with the McNeese State University Foundation and to enter into a CEA with the McNeese Foundation and the Lake Charles/Southwest Louisiana Convention and Visitor's Bureau for the purposes and terms 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 into a ground lease agreement with the McNeese State University Foundation to install artificial turf at Joe Miller Ballpark and to enter into the related cooperative endeavor agreement with the McNeese Foundation and the Lake Charles/Southwest Louisiana Convention and Visitor's Bureau.

***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 and cooperative endeavor agreement 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.





H.2.

June 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:

McNeese State University requests approval to enter into a Ground Lease Agreement with McNeese State University Foundation to install artificial turf at Joe Miller Ballpark and to enter into a related cooperative endeavor agreement with the McNeese Foundation and the Lake Charles/Southwest Louisiana Convention and Visitor's Bureau.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 25, 2020 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Attachments

## 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 covenants, agreements and conditions hereinafter set forth, which Tenant hereby agrees shall be performed by Tenant, at its sole cost, does hereby lease, let, and demise, subject to the conditions and provisions contained in this agreement and, further, as set forth and described in that Cooperative Endeavor Agreement dated effective as of July 1, 2020 (CEA), unto Tenant, and Tenant does hereby 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, its successors and assigns.

1.3 Effective Date and Designation of Instrument. This contract of lease, including all terms, provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as the "Lease".

1.4 Purpose. The 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 to arrange for, obtain all permits, inspections, approvals and permissions and, thereafter, construct and complete, at Tenant's sole cost, the Tenant Improvements. "Tenant Improvements" shall mean the installation and construction of a new artificial turf field and related improvements for the McNeese Baseball Facility, as shown on Exhibit \_\_\_\_\_. Tenant Improvements shall not include approximately \$200,000 in materials or services to be supplied by McNeese or any volunteer or donated materials and services that may be arranged by McNeese, in accordance with the CEA. Once construction and installation of Tenant Improvements is completed, full and complete title and ownership of the Tenant Improvements shall automatically vest in the name of Lessor. Plans and specifications for Tenant Improvements, prior to installation and construction by Tenant, shall be approved in advance and in writing by Lessor.

## **ARTICLE 2 - TERM**

2.1 Term. The term of this Lease shall be for a period commencing on July 1, 2020 and ending as of the earlier of midnight on December 31, 2020 or such earlier date that the Tenant Improvements are completed.

## **ARTICLE 3 - RENT**

3.1 Consideration. In consideration of said lease, Tenant agrees to construct, at its sole cost and expense, the Tenant Improvements substantially in 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 or other costs, service charges, deposits, governmental fees, taxes or expenditures necessary for the construction of the Tenant Improvements.

#### **ARTICLE 6 - MAINTENANCE AND REPAIRS**

6.1 Obligation to Maintain. During the term of the Lease, Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, related to the construction of the Tenant Improvements.

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 the Tenant Improvements and all other permanent improvements or alterations made to the Leased Property or the Tenant Improvements, 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, if deemed necessary by Lessor, donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the Tenant Improvements or other 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 place any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature needed for the installation and construction of the Tenant Improvements 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. However, Tenant shall remove all such property at its cost upon termination of the 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 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, 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 sales taxes, property taxes or any other taxes or assessments related to activities of Tenant or its contractors, agents or assigns under the Lease or related to the construction, acquisition or installation of the Tenant's Improvements.

## **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:           McNeese State University  
                      c/o Eddie P. Meche  
                      Vice President for Business Affairs  
                      Box 93295  
                      Lake Charles, LA 70609

Lessee: McNeese State University Foundation  
c/o Richard H. Reid  
Vice President for University Advancement  
Executive Vice President, McNeese Foundation  
Box 91989  
Lake Charles, LA 70609

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

#### **ARTICLE 14 - SURRENDER OF POSSESSION**

14.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this lease, such shall expressly not be construed as a 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 here from to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

#### **ARTICLE 19 - EFFECTIVE DATE**

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be July 1, 2020.

**[Signature Page Follows]**

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_ 2020, in the Parish of Calcasieu, Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

MCNEESE STATE UNIVERSITY  
FOUNDATION

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

\_\_\_\_\_  
Richard H. Reid  
Executive Vice President  
  
\_\_\_\_\_  
Dr. Eric Sanders  
President

WITNESSES:

MCNEESE STATE UNIVERSITY

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

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



**\*\* 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**

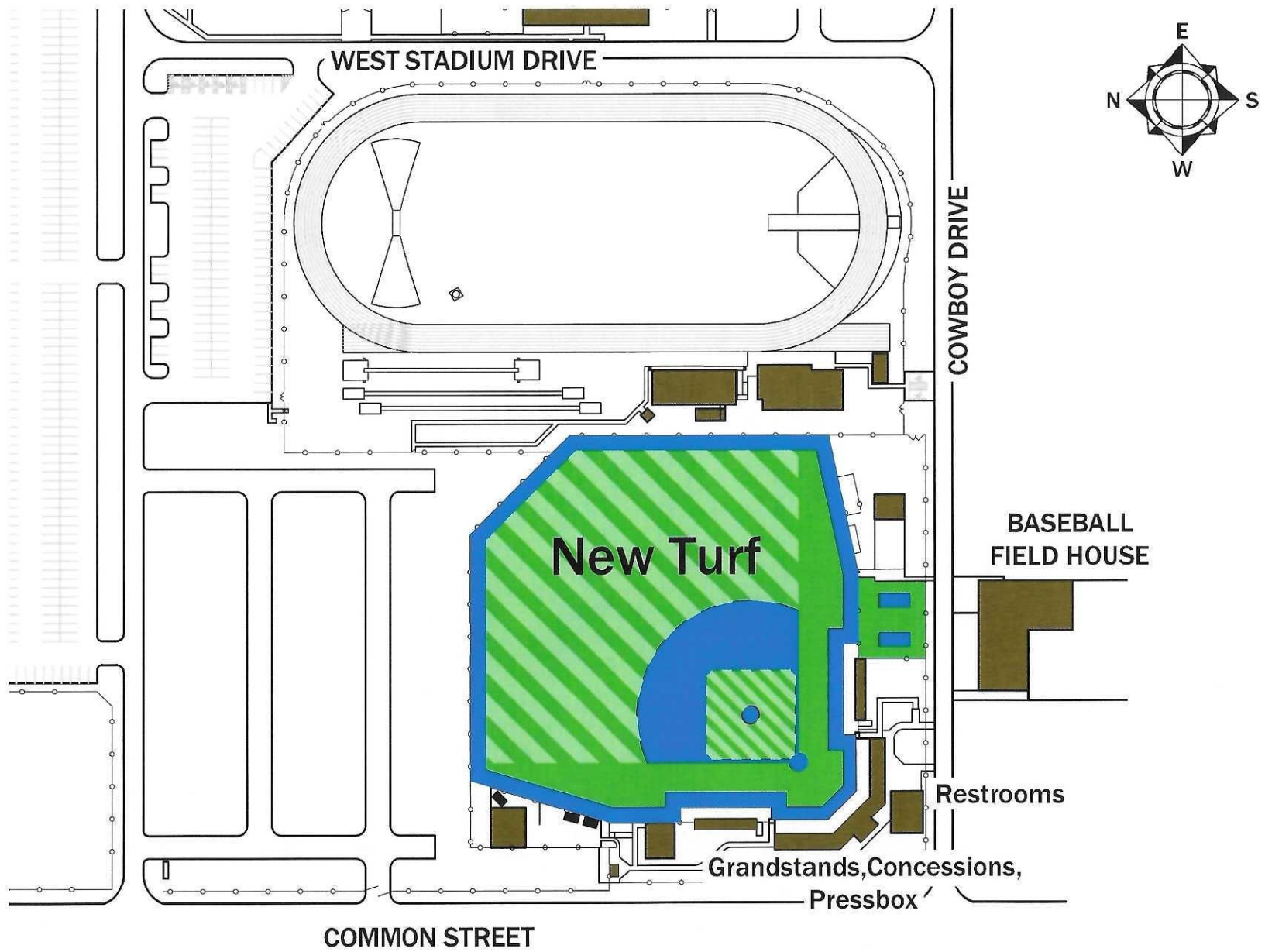
Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

## **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.

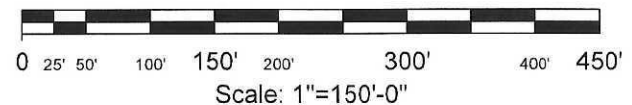
## **G. SUBCONTRACTORS**

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 the requirements stated herein.



## EXHIBIT A

### McNEESE STATE UNIVERSITY JOE MILLER FIELD





**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
MCNEESE STATE UNIVERSITY  
SOUTHWEST LOUISIANA CONVENTION AND VISITOR BUREAU  
AND  
MCNEESE STATE UNIVERSITY FOUNDATION**

STATE OF LOUISIANA  
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this 1st day of April 2020, ("Effective Date") by and between the MCNEESE STATE UNIVERSITY, hereinafter referred to as "McNeese" a Louisiana public university, represented herein by its duly authorized President, Dr. Daryl Burckel, the SOUTHWEST LOUISIANA CONVENTION AND VISITOR BUREAU, hereinafter referred to as "CVB," a political subdivision of the State of Louisiana, charges and empowered by law to enhance tourism in the Southwest Louisiana area, represented herein by its duly authorized President/CEO, Kyle Edmiston, and the MCNEESE STATE UNIVERSITY FOUNDATION, hereinafter referred to as "FOUNDATION," a non-profit Louisiana corporation whose purpose is to benefit, enhance and improve MCNEESE, represented herein by its duly authorized Executive Vice President, Richard Reid.

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

WHEREAS, MCNEESE, CVB and FOUNDATION share a common public interest in improving the baseball facilities located at and operated by MCNEESE for student use and use by others so as to accommodate and attract large national competitive youth baseball tournaments attracting large numbers of participants, parents and visitors who will contribute to the local tourism facilities such as hotels, motels and restaurants and thereby creating a multi-million dollar economic impact to Southwest Louisiana; and

WHEREAS, it is presently estimated that in order to attract the desired youth baseball tournaments, the MCNEESE baseball field turf must be substantially improved with artificial turf at an estimated cost of approximately \$1,000,000.00 (Improvements), and

WHEREAS, upon completion of the Improvements by the Foundation, set forth in the lease agreement between McNeese and the Foundation, McNeese will allow the CVB and any tournament recruited by the CVB to utilize the baseball complex and facilities through July 2027, without facility rent payment or facility charge (but with the CVB paying operational costs as outlined in Exhibit A-Facility Use Agreement.) The use of the baseball facilities shall be subject to reasonable rules and regulations also included in Exhibit A-Facility Use Agreement.

WHEREAS, MCNEESE, CVB and FOUNDATION believe this agreement will fulfill the purposes of each organization and the public and each entity will be substantially benefited by the undertakings and agreements set forth in this agreement; and

NOW THEREFORE, MCNEESE, CVB and the FOUNDATION do mutually agree to the following terms and conditions of this agreement:

### **1. Scope of Agreement**

The purpose of this agreement (hereafter referred to as the "Agreement" or the CEA) is to jointly provide for the funding and accomplishment of the Improvements at MCNEESE. The CVB, MCNEESE and FOUNDATION will provide the funding as spelled out in this agreement and the FOUNDATION will contract for and complete the Improvements. Along with the FOUNDATION, MCNEESE will also contract for and provide, in accordance with and complying with the public bid law, a portion (approximately \$200,000.00) of the required improvements. Additionally, certain portions of the improvements will be voluntarily contributed by supporters of the MCNEESE baseball program. Further, McNeese, through its baseball program will use its best efforts to raise \$200,000.00 to be paid to the Foundation.

The FOUNDATION will advance necessary funding of \$800,000.00 to contract for construction and completion of the Improvement. By separate contracts or purchase agreements, McNeese will contract for and provide approximately \$200,000.00 towards the Improvements.

McNeese will cooperate with the Foundation and its contractor and, further McNeese will coordinate, in consultation with the Foundation, all the work necessary to accomplish the Improvements.

The Improvements shall be completed on or before December 31, 2020.

### **2. Term of Agreement**

The term of this agreement shall commence upon the Effective Date and extend until December 31, 2027.

### **3. Prior Approvals**

Since this agreement requires expenditure of public funds, this agreement shall not be binding and effective until the Louisiana Office of State Purchasing has reviewed and approved it as required by Executive Order JBE 2016-36. In addition, this agreement shall not be binding and effective until the Land Lease between McNeese and the Foundation has been approved by the Board of Supervisors of the University of Louisiana System.

#### **4. Cooperative Efforts, Payments and Other Terms and Conditions**

##### **FOUNDATION**

In accordance with the Lease, the Foundation will in compliance with the Lease, contract for the Improvements and advance, as necessary, up to \$800,000.00 to provide necessary funding to accomplish and complete construction and installation the Improvements.

##### **CVB**

Under this Agreement, the CVB agrees to pay the Foundation six hundred thousand dollars (\$600,000.00) over time and in accordance with the following schedule of payments:

- (a). On or before August 1, 2020-- \$100,000.00
- (b). On or before August 1, 2021-- \$100,000.00
- (c). On or before August 1, 2022-- \$125,000.00
- (d). On or before August 1, 2023-- \$125,000.00
- (e). On or before August 1, 2024-- \$150,000.00

##### **MCNEESE**

Under this Agreement, McNeese will, in cooperation with the Foundation, coordinate all construction activities of the Improvements. Further, McNeese, in compliance with the La. Public Bid Law, shall provide approximately \$200,000 in materials, supplies or services toward the Improvements. The contract will be monitored by the Executive Vice President of the Foundation.

In consideration of the substantial payments made by the CVB to the Foundation, which payments allow the Foundation to provide funds to construct the Improvements, McNeese shall allow the CVB and baseball tournaments recruited by the CVB to use the McNeese Baseball Facilities (Facilities) without payment of any Facility charge or Facility rent. Such use may take place in June 2020, and thereafter and through July 2027. CVB shall have the right during the term of this Agreement to reserve facility for a maximum of five weeks during the period of June 15 and July 31 each year. CVB will notify McNeese by March 1 of said year with exact dates of the weeks. The CVB and McNeese may agree on additional dates and times as mutually beneficial. The CVB and any tournaments utilizing the Facilities under this agreement shall use the Facilities in accordance with reasonable rules and regulations established by McNeese and as set forth in Exhibit A-Facility Use Agreement. Such rules and regulations may require the payment by the CVB or baseball tournaments using the Facilities to pay for certain operational or personnel costs related to the use by the CVB or recruited baseball tournament.



Additionally, McNeese will ensure that the logo of the CVB is prominently incorporated into the newly designed and installed Improvements.

Additionally, McNeese, working through its baseball program, commits, in good faith and using its best efforts, to raise contributions from baseball supporters to the Foundation equal to \$200,000 with such funding efforts to achieve, at a minimum of \$25,000.00 per year, beginning in year 2020 and continuing through 2027.

## **5. Amendments and Assignments**

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the all parties, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by all parties. This agreement shall not be assignable by any party without written consent of all other parties.

## **6. Records and Audits**

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

## **7. Liability, Indemnity and Compliance with Laws**

This agreement is intended for the benefit of the Foundation, CVB and McNeese and does not confer any rights upon any other third parties.

The Foundation, CVB and McNeese shall comply with all applicable local, state and federal laws, rules, and regulations.

The Foundation will indemnify, defend, and hold harmless the CVB and McNeese, including their respective employees and agents, from and against any and all claims or liabilities arising from the fault of the Foundation, its employees or agents in carrying out the Foundation's duties and obligations under the terms of this agreement.

The CVB will indemnify, defend, and hold harmless the Foundation and McNeese, including their respective employees and agents, from and against any and all claims or liabilities arising from the fault of the CVB, its employees or agents in carrying out the CVB's duties and obligations under the terms of this agreement.

McNeese will indemnify, defend, and hold harmless the CVB and the Foundation, including their respective employees and agents, from and against any and all claims or liabilities arising

from the fault of McNeese, its employees or agents in carrying out McNeese's duties and obligations under the terms of this agreement.

This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

## **8. Insurance**

CVB, and/or baseball tournament organizers recruited by CVB, shall indemnify McNeese and shall provide the following terms minimum insurance for each event held on the McNeese campus:

**Comprehensive General Liability Insurance.** Comprehensive general liability insurance insuring CVB and McNeese against liability to the public or to any person using or present on the MSU Property, 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".

**Named Insured.** All policies of insurance shall state McNeese as a named insured, and, if applicable, contain a loss payable clause for the benefit of McNeese and/or be properly endorsed with a waiver of subrogation against Lessor.

**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 McNeese.

**Certificates of Insurance.** CVB shall provide McNeese, within five (5) days prior to scheduling an event, certificates of insurance evidencing the effectiveness of the insurance coverage, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant.

## **9. Termination of Agreement and Dispute Resolution**

While all parties agree to negotiate all contractual disputes in good faith, which may arise between the Foundation, CVB and McNeese.

If the parties are unable to independently and satisfactorily resolve any disagreement, then all parties agree that any contractual disagreement will be resolved under the jurisdiction of the

14<sup>th</sup> Judicial District Court for Calcasieu Parish, Louisiana. In the event that court action is necessary, then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA – R.S. 39:1672.2 – 1672.4.

#### **10. Severability, Entire Agreement and Captions**

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

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

#### **11. Taxes**

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

#### **12. Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful



purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **13. Anti-Discrimination**

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **14. Prohibition of Discriminatory Boycotts of Israel**

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

### **15. No Authorship Presumptions**

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

## **16. Address of Notices and Communications**

All notices between the Foundation, CVB and McNeese provided for pursuant to this Agreement shall be in writing and provided as follows:

The name and address of the Foundation's representative is:

Richard H. Reid  
Vice President for University Advancement  
Executive Vice President, McNeese Foundation  
Box 91989  
Lake Charles, LA 70609

The name and address of the CVB representative is:

Kyle Edmiston  
President/CEO  
1205 North Lakeshore Drive  
Lake Charles, LA 70601

The name and address of the McNeese representative is:

Eddie P. Meche  
Vice President for Business Affairs  
Box 93295  
Lake Charles, LA 70609

In the event that the mailing address of the McNeese, Foundation or CVB changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_ 2020, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

**MCNEESE STATE UNIVERSITY  
FOUNDATION**

\_\_\_\_\_  
Witness Signature

BY: \_\_\_\_\_  
Richard H. Reid, Executive Vice President

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Witness Name

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

\_\_\_\_\_  
Notary Printed/Stamped Name  
and Identification Number



THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_ 2020, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

**SOUTHWEST LOUISIANA CONVENTION  
AND VISITOR BUREAU**

\_\_\_\_\_  
Witness Signature

BY: \_\_\_\_\_  
Kyle Edmiston, CEO/President

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Witness Name

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

\_\_\_\_\_  
Notary Printed/Stamped Name  
and Identification Number

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_ 2020, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

**MCNEESE STATE UNIVERSITY**

\_\_\_\_\_  
Witness Signature

BY: \_\_\_\_\_

Dr. Daryl Burckel, President

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Witness Name

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

\_\_\_\_\_  
Notary Printed/Stamped Name  
and Identification Number

## Exhibit A

### FACILITY USE AGREEMENT - CVB

In exchange for the \$600,000 the CVB would be granted facility usage with no standard facility rental fee for the four or five weeks of July over the course of 8 years beginning in July 2020. As part of the agreements, the CVB will provide McNeese the specific beginning and end dates of use by the CVB at least one (1) calendar year prior so that McNeese can accommodate others wishing to rent the facility, routine maintenance and standard McNeese use.

#### Other CONSIDERATIONS

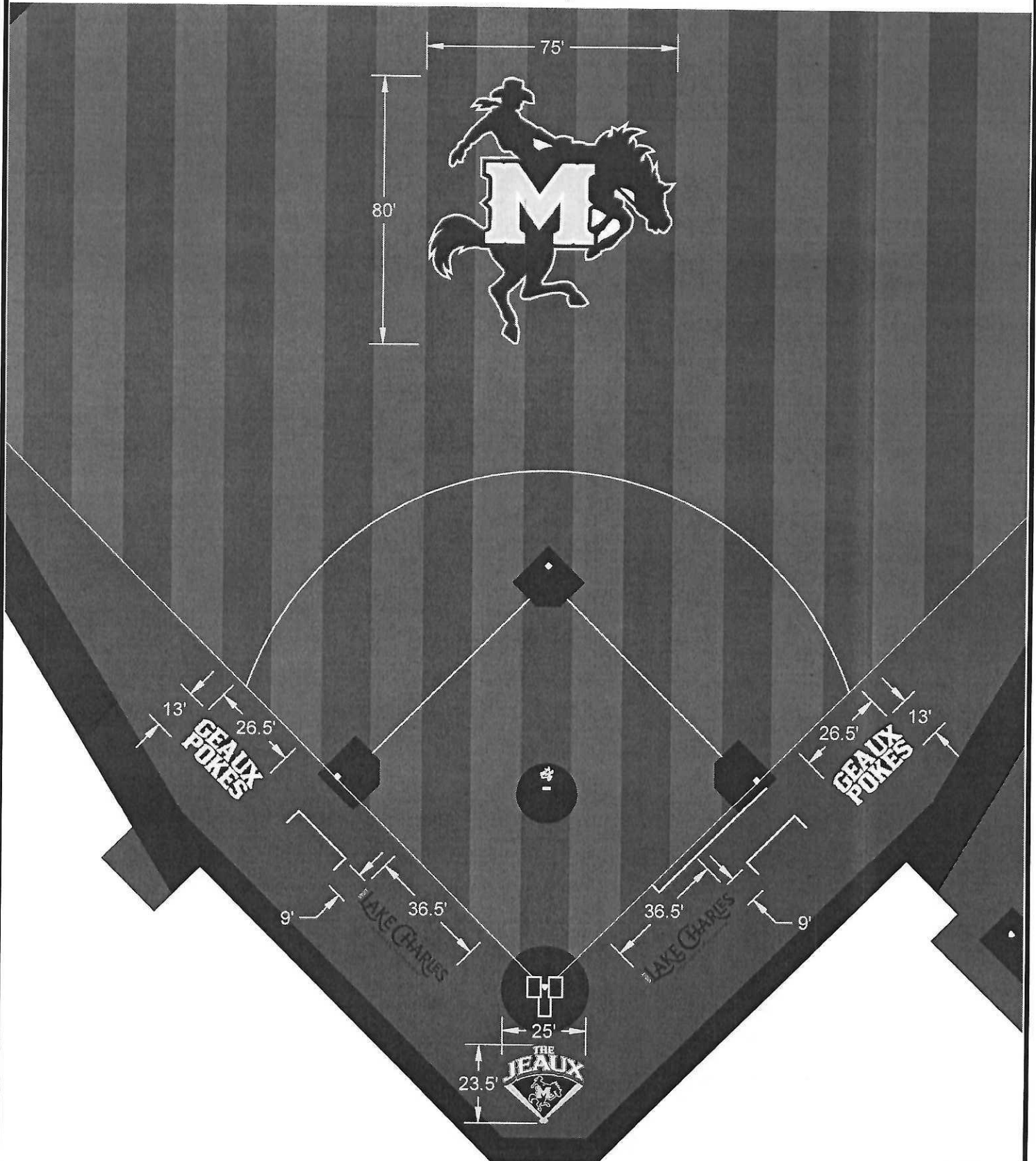
- Concessions
  - The McNeese concession stand is not available for use by CVB or others
  - Concessions will need to be run under a tent or out of a pull up trailer
  - Prohibited Items:
    - No shell products
    - No gum
    - No alcohol
- Admissions
  - The McNeese ticket office MUST be used by the CVB for admission and cash collection
- Facility clean-up, trash disposal, and custodial services (restrooms, etc.)
  - **\$150/Day**
- Security needs
  - 1 officer at all times that the park is open at the current **rate of \$36.50/hour**
  - Security needs and hourly rate upon subject for review annually
  - Should the renter wish to procure outside security, they may do so, but only with the written approval of McNeese State University Police Department
- Insurance requirements
  - CVB or the renter would need to provide insurance for each separate event
  - \$1,000,000 insurance coverage with McNeese listed as additionally insured (*Subject to change due to Louisiana Office of Risk Management (ORM) requirements.*)
- Damages incurred and not considered normal wear and tear of baseball facility, are the responsibility of the CVB. As to any such damages, McNeese will repair any such damages and the CVB will pay McNeese the cost of repairs upon invoice by McNeese. The CVB shall have the responsibility of seeking recovery from any user causing the damages. Standard compensation for McNeese baseball representative for facility oversight and other duties (payable to individual) If the MSU baseball representative is an MSU employee, payment must be to McNeese State University.
  - McNeese representative will be chosen by head baseball coach
  - Multiple representatives may be used to work events based on availability (compensation will not exceed total for one individual unless more are requested by event organizer)
  - Standard compensation rate is **\$100 per game, \$200 half day pro-day and \$400 full day pro-day** directly to the representative
  - Non-game events (showcases) will need to be discussed and mutually agreed upon



- Responsibilities of McNeese baseball representative
  - Open/Close facility
  - Playing surface maintenance before, during, between events/games
  - Direct McNeese contact available at all times on site
  - Schedule communication with McNeese (also changes)
- No access to indoor facility (cages, etc.) other than, game officials or those who have regular access (McNeese employees, coaches, staff, players, etc.)
- No metal spikes – molded cleats. Turf shoes only shall be used.
- List of contacts directly responsible for CVB event
- Schedule of events – general – CVB to provide McNeese 1 month prior to event along with any adjustments
  - Weekly schedule including high traffic days, game days, showcases, etc.
  - Timeline expected (begin at 8 a.m., end at 9 p.m., etc.)

# Logo Plan for McNeese State University Baseball Field

Date: March 27, 2020



## Logo Dimensions Plan #4

Scale: 1" = 40'

Dwg. No. 08018140



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

**FACILITIES PLANNING COMMITTEE**

**June 25, 2020**

**Item H.3.**     **Nicholls State University's** request for approval to name the newly constructed greenhouse the "*Arlen B. Cenac Greenhouse*."

**EXECUTIVE SUMMARY**

The University is requesting approval to name the newly constructed greenhouse the "*Arlen B. Cenac Greenhouse*" in memory of Mr. Arlen B. Cenac, a boat and offshore captain who held his 500 Ton Master Certificate. He was the President and owner of Cenac Towing Company of Houma, Louisiana, from 1964 until 1983. The Cenac Family have been outstanding contributors to Nicholls State University for many years.

His son, Mr. Arlen B. Cenac Jr., has continued the tradition of his father by supporting the University for many years, providing funding for many programs and construction projects on campus including the Ledet Culinary Building which houses the Chef John Folse Culinary Institute. Further, Mr. Cenac is a very involved Foundation Board member and member of the community. The naming of the building would be an appropriate recognition of his generosity and support of the University honoring his father's memory.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval to name the newly constructed greenhouse the "*Arlen B. Cenac Greenhouse*."





**Nicholls State University**

**Office of the President**

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

H.3.

June 3, 2020

*Via Electronic Transmittal Only*

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 25, 2020 meeting of the Board of Supervisors for the University of Louisiana System:

*Request to name the greenhouse "The Arlen B. Cenac Greenhouse".*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune  
President

JC/apf

Enclosures

c: Dr. Alex Arceneaux, Executive Vice President  
Dr. Sue Westbrook, Provost and Vice President for Academic Affairs  
Mr. Terry Braud, Vice President for Finance and Administration  
Ms. Lindsey McKaskle, Interim Athletic Director  
Dr. Todd Keller, Vice Provost  
Dr. Michele Caruso, Interim Vice President for Student Affairs  
Mr. Steven Kenney, Assistant Vice President for Human Resources and CDIO  
Mrs. Paulette Mayon, Internal Auditor  
Dr. James Stewart, Faculty Senate President/ Faculty Association Representative  
Mrs. Renee Hicks, Assistant VP of Strategic Initiatives, Effectiveness and Planning  
Ms. Monique Crochet, Executive Director of Alumni & External Affairs



**Nicholls State University**

**Office of the President**

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

June 1, 2020

**Via Electronic Submission Only**

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

RE: *Naming newly constructed greenhouse on campus*

Dear Dr. Henderson,

Nicholls State University hereby requests approval to name the following newly constructed building on campus:

*The Arlen B. Cenac Greenhouse.*

The University recently received a significant donation from Arlen “Benny” Cenac, Jr. to construct a facility to replace the recently demolished greenhouse structure. Mr. Cenac has supported the University for many years providing funding for many programs and construction projects on campus including the Ledet Culinary Building which houses the Chef John Folse Culinary Institute. Further, Mr. Cenac is a very involved Foundation Board member and member of the community. The naming of the building would be an appropriate recognition of his generosity and support of the University honoring his father.

Just a brief history of Arlen B. Cenac, he was a boat and offshore captain who held his 500 Ton Master Certificate. He was the President and owner of Cenac Towing Company from 1964 until 1983 and was an avid hunter and fisherman.

I respectfully request that you and the University of Louisiana System Board of Supervisors approve this request and grant the University the authority to name the greenhouse *The Arlen B. Cenac Greenhouse*.

Sincerely,

Jay Clune  
President

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

**FACILITIES PLANNING COMMITTEE**

**June 25, 2020**

**Item H.4.**     **Nicholls State University's** request for approval to name the newly renovated space in Talbot Hall the "*DeSalvo-Callais Family Student Media Center.*"

**EXECUTIVE SUMMARY**

The University is requesting approval to name the newly renovated space in Talbot Hall the "*DeSalvo-Callais Family Student Media Center.*" The University recently received a significant donation from the DeSalvo-Callais family to be used for the Talbot Hall facilities improvements. Thanks to a donation from Mr. Corey and Ms. Tina DeSalvo Callais, the family donated \$295,000 to create the center.

The center will bring together various student media publications currently spread across campus. Within this new space, students will be able to share content across multiple platforms while working in a learning environment that more closely resembles industry settings. Included will be a public relations office, a photo studio, a conference room, and a large open workspace where student journalists from the *Nicholls Worth*, *La Pirogue*, KNSU Radio, and KNSU TV can work together.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,*** *that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval to name the newly renovated space in Talbot Hall the "DeSalvo-Callais Family Student Media Center."*



**Nicholls State University**

**Office of the President**

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

H.4.

June 3, 2020

*Via Electronic Transmittal Only*

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 25, 2020 meeting of the Board of Supervisors for the University of Louisiana System:

*Request to name newly renovated space of Talbot Hall "The DeSalvo-Callais Family Student Media Center".*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune  
President

JC/apf

Enclosures

c: Dr. Alex Arceneaux, Executive Vice President  
Dr. Sue Westbrook, Provost and Vice President for Academic Affairs  
Mr. Terry Braud, Vice President for Finance and Administration  
Ms. Lindsey McKaskle, Interim Athletic Director  
Dr. Todd Keller, Vice Provost  
Dr. Michele Caruso, Interim Vice President for Student Affairs  
Mr. Steven Kenney, Assistant Vice President for Human Resources and CDIO  
Mrs. Paulette Mayon, Internal Auditor  
Dr. James Stewart, Faculty Senate President/ Faculty Association Representative  
Mrs. Renee Hicks, Assistant VP of Strategic Initiatives, Effectiveness and Planning  
Ms. Monique Crochet, Executive Director of Alumni & External Affairs





**Nicholls State University**

**Office of the President**

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

June 1, 2020

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

RE: *Name room in Talbot Hall*

Dear Dr. Henderson,

Nicholls State University hereby requests approval to name the following room in Talbot Hall.

*The DeSalvo-Callais Family Student Media Center.*

The University recently received a significant donation from the DeSalvo-Callais family to be used for the Talbot Hall facilities improvements. Thanks to a donation from Corey and Tina Callais, the family donated \$295,000 to create the DeSalvo-Callais Family Student Media Center. The center will bring together various student media publications currently spread across campus. Within this new space, students will be able to share content across multiple platforms while working in a learning environment that more closely resembles industry settings. Included will be a public relations office, a photo studio, a conference room and a large, open workspace where student journalists from the Nicholls Worth, La Pirogue, KNSU Radio and KNSU TV can work together.

Therefore, I respectfully request that you and the University of Louisiana System Board of Supervisors approve this request and grant the University the authority to name the Convergence Media Center *The DeSalvo-Callais Family Student Media Center*.

Sincerely,

Jay Clune  
President

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

**FACILITIES PLANNING COMMITTEE**

**June 25, 2020**

**Item H.5.**      **Nicholls State University's** request for approval to name the newly constructed end zone complex the "*Boucvalt Family Athletic Complex.*"

**EXECUTIVE SUMMARY**

The University is requesting approval to name the newly constructed addition to Barker Hall Athletic Complex in the south end zone of John L. Guidry Stadium the "*Boucvalt Family Athletic Complex.*" In June 2019, the University received the largest gift in the institution's history, which was used to fund the expansion of Barker Hall to include a football operations center at the south end zone of John L. Guidry Stadium. The gift of \$2.52 million by Mr. Trey Boucvalt helped fund the \$6.5 million Capital Outlay project.

The University is extremely grateful for Mr. Boucvalt's leadership, generosity, and support of Colonel Athletics and Nicholls Football. With his gift, this facility will be the new home of Nicholls Football. The momentum of the program and the entire department is great, and the University hopes this special gift will be the first of many to continue fulfilling the potential of this program.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,*** that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval to name the newly constructed addition to Barker Hall Athletic Complex in the south end zone of John L. Guidry Stadium the "*Boucvalt Family Athletic Complex.*"



**Nicholls State University**

**Office of the President**

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

H.5.

June 3, 2020

**Via Electronic Transmittal Only**

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 25, 2020 meeting of the Board of Supervisors for the University of Louisiana System:

*Request to name the newly constructed addition to Barker Hall Athletics Complex  
"The Boucval Family Athletic Complex".*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune  
President

JC/apf

Enclosures

c: Dr. Alex Arceneaux, Executive Vice President  
Dr. Sue Westbrook, Provost and Vice President for Academic Affairs  
Mr. Terry Braud, Vice President for Finance and Administration  
Ms. Lindsey McKaskle, Interim Athletic Director  
Dr. Todd Keller, Vice Provost  
Dr. Michele Caruso, Interim Vice President for Student Affairs  
Mr. Steven Kenney, Assistant Vice President for Human Resources and CDIO  
Mrs. Paulette Mayon, Internal Auditor  
Dr. James Stewart, Faculty Senate President/ Faculty Association Representative  
Mrs. Renee Hicks, Assistant VP of Strategic Initiatives, Effectiveness and Planning  
Ms. Monique Crochet, Executive Director of Alumni & External Affairs



**Nicholls State University**

**Office of the President**

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

June 1, 2020

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

RE: *Naming newly constructed end zone complex*

Dear Dr. Henderson,

Nicholls State University hereby requests approval to name the following newly constructed addition to the Barker Hall Athletics Complex:

*The Boucvalt Family Athletic Complex.*

In June 2019, the University received the largest gift in the institution's history, which was used to fund the expansion of Barker Hall to include a football operations center at the south end zone of John L. Guidry Stadium. The gift of \$2.52 million by Trey Boucvalt helped fund the \$6.5 million Capital Outlay project.

The football program, which shares Barker Hall with baseball and athletics administration, will move into the football operations center, which will include a new locker room, players' lounge, team meeting room with stadium-style seating, training room, equipment room, coaches' and staff offices, position and group meeting rooms, catering kitchen, and showcase lobby.

I am so thankful for Mr. Boucvalt's leadership, generosity, and support of Colonel Athletics and Nicholls Football. With his gift, this facility will be the new home of Nicholls Football. The momentum of the program and the entire department is great, and I hope this special gift will be the first of many to continue fulfilling the potential of this program.

I respectfully request that you and the University of Louisiana System Board of Supervisors approve this request and grant the University the authority to name the Barker Hall Athletic Complex expansion *The Boucvalt Family Athletic Complex*.

Sincerely,

Jay Clune  
President



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

**FACILITIES PLANNING COMMITTEE**

**June 25, 2020**

**Item H.6.**      **University of Louisiana at Monroe's** request for approval to rename Lagniappe Theatre inside Bayou Pointe Event Center to "*Camile W. Currier Student Theatre.*"

**EXECUTIVE SUMMARY**

The University of Louisiana at Monroe wishes to name Lagniappe Theatre located inside the Bayou Pointe Event Center "*Camile W. Currier Student Theatre*" in honor of the 50 years of service Mr. Camile W. Currier has had with the University of Louisiana at Monroe.

Mr. Currier began his career in 1969 at Northeast Louisiana University, now ULM, as track manager, then Graduate Assistant Coach to currently serving as the Vice President for Student Affairs. During his tenure, Mr. Currier was part of the planning or directly involved in and, in some cases, secured funding for the following facilities: The Activity Center, University Park, Masur Hall, and Madison Hall renovations, Student Union Ballroom renovations, student parking garage, Health and Counseling Center, Ski Team House, SGA Dock and Hammocks on the Bayou, Food Bank located in the Activity Center, and Bayou Pointe Event Center.

Mr. Currier is highly regarded at the University as well as in the Northeast Louisiana community, and he has served as an outstanding leader at the University of Louisiana at Monroe. After his long and successful career, Mr. Currier has announced his retirement effective June 30, 2020.

**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 Lagniappe Theatre inside Bayou Pointe Event Center to "*Camile W. Currier Student Theatre.*"



## Office of the President

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

June 2, 2020

H.6.

Dr. James B. Henderson, President  
University of Louisiana System  
1201 North Third Street – Suite 7-300  
Baton Rouge, LA 70820

Dear Dr. Henderson,

The University of Louisiana Monroe requests permission to name the University of Louisiana Monroe's Lagniappe Theatre (located inside Bayou Pointe Event Center) Camile W. Currier Student Theatre in honor of the 50 years of service Camile W. Currier has had with the University of Louisiana Monroe. After his long and successful career, Mr. Currier has announced his retirement effective June 30, 2020.

Currier began his career in 1969 at Northeast Louisiana University, now ULM, as track manager then Graduate Assistant Coach to currently serving as the Vice President for Student Affairs. During his tenure, Camile was directly involved or part of the planning, and in some cases securing funding for the following facilities: The Activity Center, University Park, Masur Hall and Madison Hall renovations, Student Union Ballroom renovations, student parking garage, Health and Counseling Center, Ski Team House, SGA Dock and Hammocks on the Bayou, Food Bank located in the Activity Center, and Bayou Pointe Event Center.

Camile is highly regarded at the University as well as in the Northeast Louisiana community, and he has served as an outstanding leader at the University of Louisiana Monroe. Based on his loyalty and service to the University, I respectfully request consideration and approval of recommending the Lagniappe Theatre (located in Bayou Pointe Event Center) be officially named Camile W. Currier Student Theatre.

Thank you for your assistance.

Sincerely,

Edwin H. Litolff III  
Interim President

# #TAKEFLIGHT

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It is my sincere privilege to recommend that the University of Louisiana Monroe Lagniappe Theatre located inside of Bayou Pointe Student Event Center be named Camile W. Currier Student Theatre in honor of the 50 years of service Camile has had with the University of Louisiana Monroe.

Camile Warren Currier began his career in 1969 at Northeast Louisiana University, now ULM, as track manager then Graduate Assistant Coach to currently serving as the Vice President for Student Affairs. He has been on campus in some capacity for the past 50 years. After his long and successful career, Mr. Currier has announced his retirement effective June 30, 2020.

In 1975, Currier began as Intramural Coordinator, then moved up to Director, Assistant Dean of Students, Associate Dean for Student Services and Judicial Affairs, Assistant Vice President for Students Affairs, to his current position as Vice President for Student Affairs.

During his tenure at ULM, Camile was directly involved or part of the team in the planning, development and in some cases securing funding for the following facilities on campus:

- The Activity Center
- University Park
- Residential Life apartments and suites
- Renovation of Madison and Masur residence halls
- Student Union Ballroom renovations
- Student parking garage
- Student Health and Counseling Center
- Ski Team House
- SGA Dock and Hammocks on the Bayou
- Activity Center Game Room
- Food Bank located within the Activity Center
- Bayou Pointe Event Center
- And secured funding to have the first campus TURF recreation fields in the state

Camile, through grants and referendums, is responsible for securing funding for:

- ULM Intramurals
- Construction of Student Activity Center

- Student Activities Enhancement Fund (student fees) funding to allow student organizations to engage in extra-curricular activities and experiential learning
- Spirit Group
- Recreation facilities
- Medical Services
- And the Student Support fee that enhances the opportunity for students, student organizations, and Student Affairs staff to pursue professional development opportunities and operate their departments effectively and efficiently

In 2005, Camile organized and hosted the first Judicial Affairs Conference held in the state of Louisiana. He was also a charter member and the first president of the Baseball Coaches Committee, now the Dugout Club, and a Lifetime member of the ULM Alumni Legacy Society, the ULM Hawk Club, and the ULM L Club.

For his dedication and commitment to ULM, Camile has been recognized by receiving the highest honor from: LCIRSA the state Intramural/Recreation Association as an Honor Award Recipient; and by LACUSPA, the state Student Personnel Association with the Dan Seymour Honor Award. In addition, he was awarded the ULM Alumni Association Service Award in 2006.

After retiring in March of 2013, Camile returned to ULM 20 months later as the Vice President for Student Affairs. During his tenure as Vice President, the division increased from six departments (Student Services, Student Life and Leadership, Counseling Center, Career Center, Recreational Services and Health Center) to 11 departments with the addition of Auxiliary Enterprises, Residential Life, Environmental Lab, University Police, and Event Services.

As VPSA, he was directly involved in the design and development of Bayou Pointe Event Center along with numerous new facilities and facility upgrades. He was also responsible for increasing campus security with over 1000 cameras, improvements to pedestrian safety through cross walk improvements and lighting, working with University Police to bring the new ULM SAFE App live and supporting the upcoming renovation of the ULM Activity Center.

Camile has also been extremely active in the Northeast Louisiana community throughout his career. He has served as:

- Alzheimer's Memory Walk Co-chair, hosted by ULM
- Run for Leukemia Committee Co-chair, hosted by ULM
- United Way Loaned Executive
- United Way Allocations Committee
- Cancer Foundation League, hosted by ULM
- Relay for Life Cancer Walk Committee, hosted by ULM

As you can see, Camile has a legacy at ULM that will continue to be felt by many generations of students.

Nick J. Bruno, Ph.D.  
President



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

**FACILITIES PLANNING COMMITTEE**

**June 25, 2020**

**Item H.7.**     **University of Louisiana at Monroe's** request for approval to proceed with the First Amendment to the Grounds and Facilities Lease between the University of Louisiana at Monroe and the University of Louisiana Monroe Facilities, Inc. for the property located at 870 Hwy. 80 East, Monroe, LA 71203.

**EXECUTIVE SUMMARY**

The University of Louisiana at Monroe requests approval to proceed with the First Amendment to the Grounds and Facilities Lease between the University of Louisiana at Monroe and the University of Louisiana Monroe Facilities, Inc. (ULMFI) for the property located at 870 Hwy. 80 East, Monroe, Louisiana 71203. At the February 2020 ULS Board meeting, the University received approval, through the Ground and Facilities Lease Agreement, to lease the property to ULMFI. The property consists of 2.84 acres and a 10,500-square-foot building. This executive summary also includes approval of a resolution allowing ULMFI to sublease the property for the purpose of maintaining and enhancing improvements to the existing facilities and generate income for the University for a period of 20 years. The University will receive 70% of all rent collected from any sublessee for the ground and facilities located on the leased premises after ULMFI has been reimbursed for all of its legal and administrative expenses incurred relating to any sublease of the leased premises. Rent shall be due and payable annually, in advance, with the first such payment of rent being due on January 1, 2021.

Allowing ULMFI to pursue opportunities for expanded commercial ventures on this property, through the lease and sublease, will be beneficial to the University. Marketing efforts will continue to create additional revenue potential. The University will maintain access and control of the Doppler Radar Tower site that sits on the property. Other terms and conditions are detailed in the amendment.

The original executed lease has been filed with the Clerk of Court and once the Clerk provides the official recording information it will be inserted to the amendment prior to execution.

**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 the First Amendment to the Grounds and Facilities Lease between University of Louisiana at Monroe and University of Louisiana Monroe Facilities, Inc. for the property and facilities located at 870 Hwy. 80 East, Monroe, LA 71203.*

***BE IT FURTHER RESOLVED***, that the Board approves the sublease of the property by ULMFI to an entity for the purpose of maintaining and enhancing improvements to the existing facilities, generating income to the University and upon the entity consummating a Research and Fee Agreement with ULM.

***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 or Interim President of the University of Louisiana at Monroe and his or her designee is hereby designated and authorized to execute any and all documents associated with said sublease by the University of Louisiana System on behalf of and for the use of the 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

June 2, 2020

H.7.

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)  
First amendment to Ground and Facilities Lease 870 Hwy 80 Property  
June 25, 2020 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with the First Amendment to the Ground and Facilities Lease for 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). This lease was approved at the February 28<sup>th</sup> Board meeting. I have enclosed an executive summary providing information on this property. Please include ULM's request for approval on the June 25, 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,

Edwin H. Litolff III  
Interim President

# #TAKEFLIGHT

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**FIRST AMENDMENT TO 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 July 1, 2020

in connection with:

Maintenance and Enhancement of Facilities on the Campus of the  
University of Louisiana at Monroe



## **FIRST AMENDMENT TO GROUND AND FACILITIES LEASE AGREEMENT**

This FIRST AMENDMENT TO GROUND AND FACILITIES LEASE AGREEMENT (together with any amendment hereto or supplement hereof, this “**AMENDMENT**”) dated as of **JULY 1, 2020** ( the “**EFFECTIVE DATE**”) 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 Edwin H. Litolff III, Interim 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**” and “**Tenant**”), which with respect to the March 1, 2020 Ground and Facilities Lease Agreement (“**Lease**”) hereby enter this First Amendment to Ground and Facilities Lease Agreement.

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

WHEREAS, the Board and Corporation have entered into the Ground and Facilities Lease Agreement; the Notice of lease required by Section 18.04 of the Ground and Facilities Lease Agreement was filed for record on 2020, in Conveyance Book , page , or as file No. , of the records of Ouachita Parish, Louisiana; and Corporation is preparing to sublease the leased premises in accord with the provisions of the Ground and Facilities Lease Agreement.

WHEREAS, section 18.15 of the Lease provides that the Board and Corporation may amend the Ground and Facilities Lease Agreement and the Board and Corporation have agreed to amend the Ground and Facilities Lease Agreement as set forth herein.

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;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, and in accordance with the recitals and consideration set forth in the Ground and Facilities Lease Agreement, the Board and Corporation hereby agree and do hereby amend the Ground and Facilities Lease Agreement as follows:

### **ARTICLE ONE** **TERM OF LEASE – EXTENSION TERM AND RENT**

Section 1.01 Status of Amendment; Definitions. This Amendment is made pursuant to Section 1.03 and in accordance with Section 18.15 of the Ground Lease. Capitalized terms used herein and all words and phrases defined in the Lease shall retain such prescribed definitions and meanings for all purposes under the Lease and this Amendment except to the extent that any such definition set forth in the Lease is amended, modified, or supplemented by the provisions of

this Amendment. The lease term as defined in Section 1.03 “**Term**” and the rent as defined in Section 3.01 “**Rent**” reference the same immovable “real” property and all improvements thereon (“the **Facilities**”) described and defined in Section 1.01 as more particularly described in **Exhibit “A”** to this Amendment. The Board and Corporation do hereby amend the “**Term**” in Section 1.03 and the “**Rent**” in Section 3.01 of the Ground and Facilities Lease Agreement to provide as follows:

“Section 1.03 Term. Unless sooner terminated as herein provided, this Ground and Facilities Lease Agreement shall continue and remain in full force and effect for a twenty (20) year term beginning on July 1, 2020 (the “**TERM**”). The lease will end on June 30, 2040 (the “**Expiration Date**”), provided, however, that if this lease is renewed and extended as hereinafter provided, the lease will end on June 30, 2060, and such later date will be the “Expiration Date” for all purposes. The lease will renew and extend for another twenty (20) year period, from June 30, 2040, to July 1, 2060, unless written notice of intent not to extend is delivered by either party hereto to the other party not less than 120 days nor more than 180 days prior to June 30, 2040. Unless otherwise specified in this lease, each lease year of the term shall run from July 1 of each year to the next subsequent June 30.

In the event that the Lease is extended as set forth above, during such extension, the Lease shall be on the same terms, rent and conditions as provided in the Ground and Facilities Lease Agreement, and that there shall be no additional right to automatically renew and extend the term beyond June 30, 2060.

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”.

“Section 3.01 Rent. Commencing on the Commencement Date and continuing throughout the Term and any Extended Term, the Corporation shall pay to the Board, at the address set forth in section 18.02 of the Ground and Facilities Lease Agreement or such other place as the Board may designate from time to time in writing, annual rent for the Ground and Facilities (“**Rent**”). The annual Rent shall be the sum of seventy percent (70%) of all Rent collected from any Sublessee for the Ground and Facilities located on the Leased Premises after the Corporation has been reimbursed for all of its Legal and Administrative expenses incurred relating to any sublease of the Leased Premises. Rent shall be due and payable annually, in advance, with the first such payment of Rent being due on January 1, 2021.”

Section 1.02 Notice of Amendment to Ground Lease. In accordance with section 18.04 of the Ground and Facilities Lease Agreement, the Board and Corporation shall execute and record a Notice of this Amendment, in the form set forth as **Exhibit “B”** to this Amendment, in the conveyance records of Ouachita Parish, Louisiana. In accordance with section 18.04 of the Ground and Facilities Lease Agreement, Corporation reserves the right to execute and record an Amendment to any recorded Notice of Lease, with regard to any Sublease or Assignment of Lease heretofore entered into by Corporation in accordance with the provisions of the Ground

and Facilities Lease Agreement, to include references to this Amendment and the provisions hereof.

## **ARTICLE TWO**

### **CONTINUING EFFECT OF PROVISIONS OF GROUND AND FACILITIES LEASE**

Except as otherwise provided in this Amendment, (a) all provisions of the Ground and Facilities Lease Agreement shall apply to the leased premises as of the Effective Date of this Agreement, (b) all covenants, waivers, representations, and warranties of the Board set forth in the Ground and Facilities Lease Agreement are deemed made, restated, and ratified for the benefit of Corporation with respect to the Leased Premises as of the effective date; and (C) all covenants, waivers, representations, and warranties of the Corporation set forth in the Ground and Facilities Lease Agreement are deemed made, restated, and ratified for the benefit of the Board with respect to the leased premises as of the effective date.

## **ARTICLE THREE**

### **CONFIRMATION, RATIFICATION AND COUNTERPARTS**

Section 2.01 Confirmation and Ratification. The Board and Corporation do hereby confirm and ratify the Ground and Facilities Lease Agreement, as amended hereby, as of the Effective Date, and do hereby acknowledge and agree that the Ground and Facilities Lease, as hereby amended, is in full force and effect as of the Effective Date of this Amendment.

Section 3.02 Counterparts. This Amendment may be executed in one or more counterparts and all such counterparts shall be deemed to be originals and together shall constitute an original of the same instrument.

Section 3.03 Notices. Notices or communications to the Board or the Corporation required or appropriate under this Amendment to Ground Lease Agreement 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.

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

[Signature Page to the First Amendment to Ground and Facilities Lease Agreement]

IN WITNESS WHEREOF, the undersigned representative has signed this First Amendment to Ground and Facilities Lease Agreement on behalf of the Board of Supervisors for the University of Louisiana System on the 1st day of July, 2020.

WITNESSES:

BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM

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

By: \_\_\_\_\_  
*Edwin H. Litolff III*, Interim  
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 First Amendment to Ground and Facilities Lease Agreement on behalf of University of Louisiana Monroe Facilities, Inc. on the 1st day of July, 2020.

WITNESSES:

UNIVERSITY OF LOUISIANA MONROE  
FACILITIES, INC.

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

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

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



[Signature page to the First Amendment to Ground and Facilities Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

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

***Edwin H. Litolff III***

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.

\_\_\_\_\_  
***Edwin H. Litolff III***, Interim 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 the First Amendment to Ground and Facilities Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this 1<sup>st</sup> day of July, 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

## AMENDMENT TO NOTICE OF LEASE

STATE OF LOUISIANA

§

§

## PARISH OF OUACHITA

§

KNOW ALL MEN BY THESE PRESENTS:

## NOTICE OF LEASE

This Amendment to Notice of Lease (this “**AMENDMENT**”) 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”) effective as of July 1, 2020 (the “Effective date”).

## RECITALS

A. Lessor and Lessee entered into a Ground and Facilities Lease Agreement dated as of July 1, 2020 and executed July 1, 2020 (the “**Lease**”), a notice of which Ground and Facilities Lease, styled “Notice of Lease” was filed on June , 2020, in conveyance book , at Page , as File No. , of the records of Ouachita Parish, Louisiana (the “**Prior Notice**”).

B. By instrument styled “First Amendment to Ground and Facilities Lease Agreement” (the “Lease Amendment”) executed by each of the parties contemporaneously here with and effective as of the Effective Date set forth above, lessor and lessee have amended the Ground and Facilities Lease to change the term of the lease by lessor to lessee from one (1) year to twenty (20) years under the Ground and Facilities Lease Agreement and described in the Prior Notice described above.

C. Lessor and Lessee desire to amend the Prior Notice to change the Term of the Lease as described therein from one (1) year to twenty (20) years and amend the Rent provisions and enter into this Amendment, which is to be recorded in order that third parties may have notice of the parties' rights under the Ground and Facilities Lease as amended.

## AMENDED LEASE TERMS

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

1. The Lease has been amended to change the Term of the Lease as set forth in Section 1.03 from one (1) year to twenty (20) years commencing on July 1, 2020 and shall continue until midnight on June 30, 2040, unless sooner terminated or

extended as provided in the Lease. Lessor and Lessee hereby amend the Prior Notice to amend and restate the Term of the Lease.

2. Lessor and Lessee do hereby amend the Rent provisions of the Lease as set forth in Section 3.01, commencing on July 1, 2020, and shall continue until midnight on June 30, 2040, unless sooner terminated or extended as provided in the Lease. Lessor and Lessee hereby amend the Prior Notice to amend and restate the Rent provisions of the Lease.
3. Lessor and lessee do hereby ratify and confirm the Ground and Facilities Lease Agreement, as amended by the Lease Amendment, and do hereby acknowledge that the Ground and Facilities Lease Agreement, as amended, is in full force and effect as of the date hereof.
4. 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
5. 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

The Prior Notice, as amended by this Amendment, does not modify the provisions of the Ground and Facilities Lease Agreement. This amendment 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 Ground and Facilities Lease Agreement as amended and this Amendment is not intended and shall not be construed to define, limit, or modify the Ground and Facilities Lease Agreement. All of the terms, conditions, provisions and covenants of the Ground and Facilities Lease Agreement as amended by the Lease Amendment are incorporated into this Amendment by reference as though fully set forth herein, and the Ground and Facilities Lease Agreement, the Prior Notice (as hereby amended), and this Amendment shall be deemed to constitute a single instrument or document. If there are any conflicts between the Ground and

Facilities Lease Agreement, as amended by the Lease Amendment, and the Prior Notice, as amended by this Amendment, the provisions of the Ground and Facilities Lease Agreement, as amended by the Lease Amendment, will prevail.

The parties hereby authorize and direct the Clerk of Court and Ex – Officio Recorder of Ouachita Parish, Louisiana to make appropriate notation of this Amendment in the margin of the Prior Notice at Conveyance Book , at Page , as File No. , of the conveyance records of Ouachita Parish, Louisiana.

This Amendment may be signed in counterparts that, when taken together, will constitute one document.

[Signatures on the following pages]



[Signature Page to First Amendment to Notice of Lease]

THUS DONE AND PASSED on the 1<sup>st</sup> day of July, 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 First Amendment to Notice of Lease]

THUS DONE AND PASSED on the 1<sup>st</sup> day of July, 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: \_\_\_\_\_  
*Edwin H. Litolff III*, Interim 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**

**June 25, 2020**

**Item H.8.**      **University of Louisiana at Monroe's** request for approval to demolish the ULM Soccer House located at 4709 Bon Aire Drive on the campus of the University.

**EXECUTIVE SUMMARY**

The University is requesting Board approval to demolish the ULM Soccer House located at 4709 Bon Aire Drive. The building State ID number is S28617 and the site code is 8-37-007. Originally built in 1951, the Soccer House is a one-story, wood frame structure that is approximately 2,300 square feet. The ULM soccer team previously occupied the facility, but the facility is currently vacant. The structure sits on approximately 1.6 acres, which could be an ideal location for a future project as a valuable vacant site with the 69-year-old structure removed.

Please refer to the attached photos to view the structure.

**RECOMMENDATION**

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe's request to demolish the Soccer House located at 4709 Bon Aire Drive on the campus of the University.*

***BE IT FURTHER RESOLVED,** that the President or Interim President of the University of Louisiana at Monroe and his or her designee are hereby designated and authorized to execute any and all documents associated with said demolition.*

***AND FURTHER,** that the University is hereby authorized to seek necessary external approvals for demolition.*



## Office of the President

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

June 2, 2020

H.8.

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 is requesting approval to proceed with demolition of the ULM Soccer House located at 4709 Bon Aire Drive, Monroe, LA 71209. The building's State ID number is S28617 and the site code is 8-37-007. Originally built in 1951, the ULM Soccer Facility is a one-story wood frame structure that is approximately 2,300 SF. The facility has areas for coaches' offices, a team meeting room, and a locker room. The soccer team no longer utilizes the facility since the team relocated to the newly renovated Brown Stadium. The University has explored possible options for uses for the soccer house, but these options are not beneficial for any other department or athletic teams. The structure sits on approximately 1.6 acres, which could be an ideal location for a future project as a valuable vacant site with the 69-year-old structure removed.

The University of Louisiana at Monroe Administration recommends the demolition of this structure. I have enclosed an executive summary providing detailed information on the structure. Please include ULM's request for approval on the June 25, 2020, board meeting agenda.

Should you have any questions or need further information, please contact Michael Davis, 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,

Edwin H. Litolff III  
Interim President

# #TAKEFLIGHT

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







